



TOWN OF BERLIN VERMONT

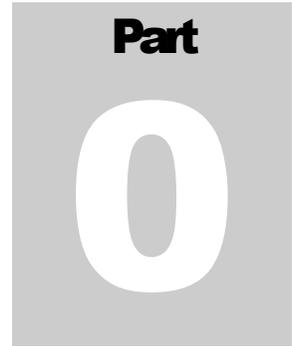
July 7, 2015

Request for Proposal
Landscape Design and
Installation

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GENERAL CONDITIONS



PART 0 - INSTRUCTIONS TO THE BIDDERS

INVITATION TO BID

Town of Berlin, Vermont invites your firm to submit a proposal in accordance with this Request for Proposal (RFP). Proposals must adhere to the format and content of this RFP. The successful bidder shall be required to enter into an agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:

July 7, 2015

THE PROJECT:

Project Name: Muzzy Road Landscaping
Project Address: 20 Muzzy Road
Berlin, VT 05602

THE OWNER:

Name: Town of Berlin, Vermont
Address: 108 Shed Road
Berlin, VT 05602
Contact: Thomas J. Badowski
Contact Phone: 802-223-4405 x304
Contact E-Mail: zoning@berlinvt.org

PROPOSAL CONTACTS

Any questions concerning this RFP, and all correspondence must be submitted in writing or e-mail to the following contact:

Name: Town of Berlin, Vermont
Address: 108 Shed Road
Berlin, VT 05602
Contact: Thomas J. Badowski
Contact Phone: 802-223-4405 x304
Contact E-Mail: zoning@berlinvt.org

Questions may not be submitted by telephone. All questions must include: Contractor's name, e-mail and address; Reference to the specific section of the RFP in question; Contact name, telephone number fax number and email address.

GENERAL CONDITIONS

Questions from RFP participants and the corresponding response will be shared with all bidders via fax and/or email. All questions shall be received at least 48 hours prior to bid date and time.

SUBMISSION OF PROPOSALS:

In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms. All proposals must be received by 3:00 PM on July 24, 2015. Bids will be received at: 108 Shed Road, Berlin, VT 05602, prior to the time and date indicated above. The bids shall be sealed. The bid opening shall be Public.

All proposals must remain in effect for at least 30 days from submittal. Town of Berlin, Vermont has the sole discretion to: (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a landscaping contract will be made to any firm.

PROJECT TOURS

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the Sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

A project tour has been established for the date of July 17, 2015, at 2 PM. All bidders are invited and encouraged to tour the property at that time. Each bidder will be allowed to ask questions and will be provided with property information.



PART 1 - GENERAL CONDITIONS

SCOPE OF WORK

The Landscape Design and Installation Contractor (hereinafter called the “Contractor”) shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein (including section zero, “General Information Pertinent to Proposal Preparation”

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Landscape Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to Design and Install landscaping in an attractive condition.

DURATION OF AGREEMENT

The term of the agreement shall be for a period of one (1) year.

QUALITY CONTROL

Work covered shall be performed by a single firm experienced in landscape design and installation maintenance of a similar nature and scope. Subject to approval of the Owner, the Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor's own employees.

INSURANCE

Throughout the term of this Agreement, the Contractor shall maintain at his sole expense effective insurance covering his activities at the project premises. Said insurance shall be secured from a company(s) licensed to do business in the locale of the Project premises. The Contractor shall furnish the Owner with documentation of this insurance coverage. Such insurance shall be in the amounts stated below. Should the Owner require insurance in excess of these amounts, the Owner shall reimburse the Contractor to the actual cost of obtaining the required excess insurance.

1. Worker's Compensation Insurance:

a. As required by State of locale of the Project for all of the Contractor's employees engaged in Work associated with the Project.

GENERAL CONDITIONS

b. The Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than \$100,000 each accident, \$500,000 disease policy limit, \$100,000 disease each employee.

2. General Liability Insurance:

The Contractor shall maintain during the life of this Contract, and until one year after completion of this Contract Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate per project, combined single limit for bodily injury, personal injury and property damage. Such coverage shall be of the "occurrence" type form. Such General Liability coverage shall include employees of the Contractor as insured's.

3. Auto Liability Insurance:

Contractor shall procure and shall maintain during the life of the Contract, Commercial Automobile Liability Insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contract. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for Bodily Injury and property damage.

4. Scope of Insurance and Special Hazards:

The insurance required shall provide adequate protection for the Contractor against damage claims that may arise from operations under this Contract, whether such operation be by the insured and also against any of the special hazards that may be encountered in the performance of this Contract.

Each of the policies described above shall include the Owner as an Additional Insured as respects the activities carried out under this Contract.

Proof of Insurance: Contractor shall provide a certificate of insurance from a company licensed to do business in the State of the Project locale indicating coverage is in place at the limits set forth in this Article. The insurer shall give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract.

PAYMENTS

Contractor shall submit an Application Payment/Invoice, to the Owner, for services on a monthly basis. The Owner shall render the Contractor regularly scheduled payments in remuneration for the Contractor's Maintenance Services in amounts as specified. Said payments shall be made in advance of each scheduled period, net (30) days from the Contractor's invoice date. Unpaid invoices over 30 days, shall incur a service and finance charge of 1.5% per month. Failure to pay any billing due shall entitle the Contractor, at their option, to withdraw their services with seven (7) days notice.

The Owner shall give prompt reply to all questions or requests of the Contractor pertaining to the Project; and shall promptly approve or reject all Contractor submittals. The Owner shall perform the final inspection(s) within five days of the date of notification by the Contractor of substantial completion of the Work.

TAXES

The Town of Berlin, Vermont is exempt from, all Sales, Consumer, Use and other similar taxes required by law.

GENERAL CONDITIONS

PROJECT CONDITIONS

In order for the Contractor to properly perform and complete his work, the Owner must cooperate by providing him with access to the work areas and any staging, offloading or preparation areas that are required.

The Contractor shall be familiar with the Project premises and how the existing conditions will affect his work during maintenance services. The Contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of actual job site. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the Contractor from necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work in accordance with the RFP. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

The Owner shall provide full information regarding all requirements for the Project, not specifically contained herein, and shall establish and maintain an effective communications system with the Contractor throughout all phases of the Work.

SEQUENCING AND SCHEDULING

Upon acceptance of the Bid, the Contractor shall coordinate with the Owner to arrange a schedule of services and shall continue coordination at intervals set forth by the Owner.

The Owner shall diligently endeavor to facilitate the Contractor's work by providing reasonable access to all work areas. The Owner shall facilitate the Contractor's Services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s). Further, the Owner shall assure the Contractor of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.



**PART 2 - LANDSCAPE DESIGN AND
INSTALLATION SERVICES**

LANDSCAPE DESIGN

The Town of Berlin Vermont acquired, through the FEMA Hazard Mitigation Grant Program (HMGP), a 3 acre Parcel with flood damaged residential structures. The HMGP acquisition allowed for the demolition of these residential structures and work was completed at the end of 2014. The Town now wishes to pursue an environmentally sound land use for the Parcel. With the award of a \$5,500 Disaster Recovery Buyout Public Facilities Grant the Town is seeking professional advice towards the development of public nature trails, bird sanctuary and community gardens. It is the Town's intent to choose a Design that has minimal maintenance requirements on the go forward. An open discussion on the Design will be held at the July 17, 2015, tour.

LANDSCAPE INSTALLATION

The Town of Berlin (Town), Vermont acquired, through the FEMA Hazard Mitigation Grant Program (HMGP), a 3 acre Parcel with flood damaged residential structures. The HMGP acquisition allowed for the demolition of these residential structures and work was completed at the end of 2014. The Town now wishes to pursue an environmentally sound land use for the Parcel. With the award of a \$30,000 Disaster Recovery Buyout Public Facilities Grant the Town will develop a Request for Proposal for Professional Landscaping Services with the Goal to implement the Design Plan constructing public nature trails, bird sanctuary and community gardens.

All work under this Award shall be completed by October 31, 2015.



PART 3 - MISCELLANEOUS PROVISIONS

OWNER RESPONSIBILITIES AND RIGHTS

The Owner shall facilitate the Contractor's Services Program by providing access to the Project premises during both regular business hours and, as is necessary, at other times.

As part of the HMGP, the Town of Berlin will provide In Kind Services, in the way of Town Highway Crew labor and equipment. These services will be coordinated with Contractor to meet goals of this RFP.

Furthermore, Owner will work cooperatively with Contractor in a professional, businesslike manner.



PART 4 - B I D F O R M S

Proposals must adhere to the format of these bid forms and content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name

Address

City, State, Zip

Telephone

Date

**LANDSCAPE DESIGN AND INSTALLATION
SERVICES BID:**

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment and services necessary to perform the Landscape Design and Installation:

_____ Dollars (\$) _____) for Design and;

_____ Dollars (\$) _____) for Installation see Page 18.

B I D F O R M S

BID FORM PRICE AUTHORIZATION

By signing this bid form, such action certifies that the Bidder has personal knowledge of the following:

That said Bidder has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

That all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Landscape Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid Proposal for the landscape services of:

Project Name

Name of Contractor

Authorized Signature

Name & Title of Signatory

Type of Organization: Corporation,
Partnership, Proprietorship

SEAL:
(if corporation)

B I D F O R M S

BIDDER QUALIFICATIONS:

In order to qualify for the interior landscape work on this Project, bidders must submit all information requested in the following pages.

INSURANCE REQUIREMENTS

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit 1.

1. Workers Compensation

Coverage A: Statutory

Coverage B: \$500,000 Bodily Injury by Accident for Each Accident

\$500,000 Bodily Injury by Disease for Policy Limit

\$500,000 Bodily Injury by Disease for Each Employee

2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

3. Commercial General Liability Insurance

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Combined Single Limit Bodily Injury & Property Damage - Each Occurrence

\$50,000 Fire Legal Limit

\$5,000 Medical Payment

4. Umbrella/Access Liability Insurance

\$2,000,000 Each Occurrence

B I D F O R M S

SUMMARY OF EXPERIENCE

Company Name: _____

Main Office Location: _____

Contact Name: _____

Phone #: _____

FAX# _____

Email _____

Year Company founded _____

Narrative of experience in similar Design and Installation Projects:

REFERENCES

Complete and submit the following for three (3) projects of similar complexity as the project specified. Include a minimum of 2 photographs of each project and label appropriately. (duplicate the form as required)

Name of Project:

Address of Project:

Management Company:

Contact Person:

Telephone Number:

Email:

Description of Work:

Other Remarks:

B I D F O R M S

ITEMIZE LIST OF LANDSAPE MATRIALS TO BE UTILIZED: