



TOWN OF RICHMOND
RICHMOND TOWN CENTER
203 Bridge Street, P.O. Box 285
Richmond, Vermont 05477



Invitation to Bid
Services for Ash Tree Management issued by the Richmond EAB Task Force

1. INTRODUCTION

The Town of Richmond is requesting proposals from qualified, ISA certified contractors to work with the emerald ash borer (EAB) Task Force of the Richmond Conservation Commission (RCC) to manage its ash trees as described below. The selected contractor will be responsible for all aspects of ash tree removal within the guidelines provided.

This solicitation invites Respondents to submit responsive materials describing their qualifications for the project, as well as an estimate for services to complete this project.

2. BACKGROUND

The Richmond Conservation Commission (RCC), town officials, and volunteers have been preparing for the impending arrival of EAB since 2019 by, for example, inventorying ash trees along 20 miles of Richmond's roads. These preparedness efforts proved timely: EAB was detected just north of Richmond's village during the fall of 2020. We, as members of the Richmond EAB Taskforce, are committed to proactively addressing the ongoing EAB invasion.

Our vision is to maintain the beauty, character, and shady canopy cover of our town's historic village, major recreation corridors, and roads while ensuring public safety and the myriad ecological functions that healthy, diverse trees afford.

We have already treated the most prominent, healthy ash trees within the village and removed and replaced others with a diversity of species. Now, we are soliciting quotes from ISA-certified tree service providers to identify and remove ash trees within the public right-of-way on roads beyond the village—including Dugway Rd, the focus of this present effort. The public right-of-way is defined as being 49.5 feet wide; trees that are within 24.75 feet of the centerline of the road are subject to town management.

3. SCOPE OF WORK / GENERAL REQUIREMENTS

We seek an arborist who will 1) flag ash trees within the public right-of-way; 2) remove those trees after approval; 3) transport most of the wood to a firewood donation lot. More specifically, these tasks entail the following:

1. **Flagging:** The arborist will flag trees along the targeted segment of Dugway Rd. The road is 3.2 miles long, but how much road is treated is cost-dependent and will be mutually agreed upon by the arborist and EAB Taskforce. (We anticipate it will be shorter than 3.2 miles.) The EAB Taskforce and Richmond Highway Department will then confirm these flagged trees and un-flag any that ought not be removed.
2. **Removals:** After confirmation, the arborist will remove the flagged trees.



TOWN OF RICHMOND
RICHMOND TOWN CENTER
 203 Bridge Street, P.O. Box 285
 Richmond, Vermont 05477



- Transportation:** Unless specified otherwise by the EAB Taskforce (e.g., landowner wants to retain wood), The arborist will transport most wood to the processing yard of a firewood donation bank *Wood for Good* located at 150 Cilley Road off Route 15 in Underhill. In some cases, the EAB Taskforce may specify that the wood from some trees remains at the site of removal (e.g., if the landowner wants to retain it) or that it be deposited at a town-owned lot at 2614 Cochran Rd in Richmond (e.g., if the sawlogs are sufficiently high quality to mill). Other un-usable wood is to be chipped and removed.

We acknowledge that it is challenging to generate a precise estimate of costs for this range of tasks. ***We therefore are asking for two quotes: 1) the estimated cost to complete the above tasks along the first mile of Dugway Rd, south from its intersection with Cochran Rd.*** EAB Task Force lead Caitlin Littlefield is happy to tour this stretch of road with any arborists if that would be helpful in quote preparation. ***2) Daily rate for a tree removal crew.***

We have \$15,000-\$17,500 budgeted for this effort; the final scope of work will be modified and mutually agreed upon by the EAB Taskforce, Highway Department, and selected arborist to meet that cap.

4. TIMELINE

Issuance of request for quotes	11/15/2021
Site visit	11/15/2021 - 12/05/2021
Bids due	12/09/2021 (3pm)
Tree service provider(s) selected and notified	12/21/2021
Task completion	2/28/2021

5. QUOTE SUBMISSION GUIDELINES

- Please visit the stretches of roads to evaluate the scope of these tasks.
- Please direct any questions to Caitlin Littlefield (clittlef@gmail.com), including if you would like to rendezvous at the removal locations.
- Please submit a sealed-envelope quote with two copies enclosed per the instructions on the final page of this solicitation.
- ISA-certification is expected.

6. EVALUATION FACTORS

- 1) Responsiveness to the requirements set forth in this request for quotes.
- 2) Ability to carry out all facets of these tasks.
- 3) Ability to complete tasks by the end of February 2022.
- 4) Cost.



TOWN OF RICHMOND
RICHMOND TOWN CENTER
203 Bridge Street, P.O. Box 285
Richmond, Vermont 05477



ADDITIONAL REQUIREMENTS

INDEMNIFICATION:

Contractor shall indemnify and hold harmless Municipality and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorney's fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the execution of the work or in guarding the same. The Contractor shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Municipality shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities (both public and private). All damage, injury, or loss to any public or private property, by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

WARRANTY AND BOND:

Contractor warrants all work performed under this Contract for a period of one year from the date the work is completed and accepted by Municipality. The warranty must be secured either by Contractor's performance bond or such other security as is acceptable to Municipality.

INSURANCE:

Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and that will otherwise comply with the provisions that follow. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Municipality. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this agreement. The provisions of this section shall also apply to all subcontractors, other lower tier contractors, independent contractors and sole proprietors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Contract shall be issued by an insurer licensed to do business in the State of Vermont with a rating of A or better from a financial rating organization such as S&P or AM Best. Contractor shall not commence or perform any work under this Contract until certificates of insurance are presented to the Municipality showing the required coverages are in full force and effect with at least the required coverage limit amounts and naming the Municipality as an additional insured.

Contractor agrees to maintain at all times during the period of this Agreement all of the following:

General Liability. Commercial General Liability insurance coverage providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Agreement), independent contractors, and products- completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Agreement a total combined general liability policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate, applying to liability for bodily injury, personal injury and property damage, which total limit may be satisfied by the limit afforded



TOWN OF RICHMOND
RICHMOND TOWN CENTER
203 Bridge Street, P.O. Box 285
Richmond, Vermont 05477



under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policies shall name the Municipality as an additional insured.

Automobile Liability. Business automobile liability insurance covering liability for bodily injury and property damage arising out of the Municipality's ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$2,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance at that afforded by the underlying policy. Unless included within the scope of Contractor's commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policies shall name the Municipality as an additional insured.

Workers' Compensation. Workers' compensation insurance in compliance with all applicable statutes including an all states or universal endorsement where applicable. Such policy shall include employer's liability coverage in an amount of no less than \$500,000. If Contractor is not required by statute to carry workers' compensation insurance, Contractor agrees: (1) to provide Municipality with evidence documenting Form 29 has been filed with the Vermont Department of Labor, which excludes Corporate officers or LLC members from the requirement of obtaining workers' compensation insurance; (2) to provide prior notice to the Municipality of any change in exemption status (3) to defend, hold harmless, and indemnify Municipality from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for workers' compensation or employers' liability benefits for damages arising out of any injury or illness resulting from performance of work under this agreement. If any such change requires Contractor to obtain workers' compensation insurance, Contractor agrees to promptly provide Municipality with evidence of such insurance coverage.

SUBCONTRACTORS:

Identify all proposed subcontractors and their full roles that may be involved completing the Scope of Work. **No work shall be subcontracted without knowledge of and approval by the Town of Richmond.**



TOWN OF RICHMOND
RICHMOND TOWN CENTER
203 Bridge Street, P.O. Box 285
Richmond, Vermont 05477



A timely response to the deadline identified must be received for the SOLICITATION to be considered. Interested parties are required to submit all requests and/or questions in writing either by mail, or email, to Caitlin Littlefield.

Caitlin Littlefield
Town of Richmond
P.O. Box 285
Richmond, VT 05477
E-Mail: clittlef@gmail.com

The deadline for submission is 3:00 pm on Thursday December 9, 2021. Submittals received after this deadline will not be considered. Please write on the outside of the sealed envelope: "Proposal for Ash Tree Management" and the name of the entity proposing. Two copies of your submittal are required. Proposals will be opened and read aloud via a Zoom meeting at 3:05pm on Thursday, December 9, 2021. **Proposals must remain valid for at least 90 days.**

Join Zoom

Meeting: <https://us02web.zoom.us/j/84781863387?pwd=MEg4ckc3dko3THptOWo3TGRIQnc2QT09>

Meeting ID: 847 8186 3387 **Passcode:** 047172

Join By Phone: +1 929 205 6099

Mailing Address

Town of Richmond
P.O. Box 285
Richmond, VT 05477

Physical Address for Delivery

203 Bridge St.
Richmond, VT 05477

The issuance of this SOLICITATION constitutes only an invitation to present qualifications and responsive materials. The rights reserved by the Town, which shall be exercised in its sole discretion, include without limitation the right to:

1. Require additional information to supplement or clarify a submittal;
2. Conduct investigations with respect to the stated qualifications and experience of a Respondent.
3. Waive any defect or technicality in any Proposal received;
4. Determine which Respondents are qualified to be considered;
5. Eliminate any Respondent with an untimely, incomplete or inadequate submittal;
6. Supplement, amend, or otherwise modify this SOLICITATION;
7. Receive questions concerning this SOLICITATION and to respond;
8. Cancel this SOLICITATION in whole or in part with or without substitution of another SOLICITATION if determined to be in the best interest of the Town;
9. Take any action affecting the SOLICITATION process or the Project that would be in the best interests of the Town;
10. Make public any and all documents associated with the Project.
11. The bid will be awarded subject to availability of funds. The Town of Richmond Selectboard reserves the right to reject any and all bids based on financial constraint or other factors that negatively impact the successful completion of the project.
12. The Town of Richmond reserves the right to accept or reject any or all bids, or parts thereof, or to select the bid to be in the best interest of the Town.