

TOWN OF DRESDEN
CONTRACT FOR TREE REMOVAL SERVICES 2023-2026



TOWN OF DRESDEN

Post Office Box 30
Dresden, Maine 04342
737-4335

April 1, 2023

TO: All Qualified Bidders

RE: TREE REMOVAL SERVICES 2023-2026

The Town of Dresden, Maine will receive sealed Proposals for Tree removal services until 12:00 PM on April 25, 2023, at the Dresden Town Office, 534 Gardiner Road, Dresden, Maine. All proposals will be publicly opened and read aloud at the town office at 12:00 PM on April 25, 2023. After reading the bids the Town Administrator will compile a list of proposals and a recommendation for the Selectboard to accept at their meeting scheduled for 5:00 PM on April 25, 2023, at Pownalborough Hall. All questions or concerns can be directed to Daniel Swain, Town Administrator at townadmin@dresdenme.org or 207-737-4335.

Please submit your proposal on the attached contract.

THE SELECTMEN RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS

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THIS AGREEMENT made the _____ of _____ in the year _____ by and between the down of Dresden through the Select Board hereinafter called the Town and

(Contractor Company Name)

(Street Address)

(Town, State, Zip code)

hereinafter called the Contractor.

The Town and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1 SCOPE OF WORK

§1.1 The Contractor shall secure and remove all dangerous trees:

ARTICLE 2 TERM OF CONTRACT

§ 2.1 The initial term of the Contract is May 15, 2023— June 30, 2026.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Town shall pay the Contractor for the performance of service the Sum of Per hour:

2024 Year

2025 Year

2026 Year

§ 3.2 The Contract amount shall be paid after The town receives a detailed invoice of services rendered:

§ 3.3 The Contractor shall be responsible for paying all bills for labor, materials, equipment, fuel, and other items incurred in the performance of this Contract. The Town will not pay such bills.

§ 3.4 The town shall withhold payment in the event that there is a dispute with regard to the terms of the contract being met.

ARTICLE 4 INSURANCE

§ 4.1 The Contractor shall provide, with each original of this signed Agreement, an insurance certificate(s) issued by companies acceptable to the Town. The certificates shall identify the specific project and shall name the Town as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten (10) days prior written notice by registered letter has been given to the Town.

§ 4.1.1 Workers' Compensation Insurance. The Contractor must/shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of

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the laws of the State of Maine.

§ 4.1.2 Automobile. The Contractor must carry Automobile Liability Insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed, or otherwise used in connection with the project in an amount not less than \$1,000,000.00 per occurrence.

§ 4.1.3 Commercial General Liability. With respect to all operations performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Town, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

§ 4.1.4 This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any immunity provided by law including that provided by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et. seq.

ARTICLE 5 WORK STANDARDS

§ 5.1 The Contractor shall commence when requested by the Town Administrator, conditions permitting.

§ 5.2 The Contractor shall use appropriate methods and practices for the removal of potentially dangerous trees.

§ 5.3 The Contractor shall be responsible for providing, maintaining, and transporting all necessary equipment, tools, and fuel for its use, in connection with the work being done.

ARTICLE 6 EQUIPMENT REQUIREMENTS

§ 6.1 The Contractor must furnish all equipment that may be necessary to perform this contract in an efficient and effective manner. At the start of each season and as required throughout, the Town shall have the full authority to accept or reject all equipment that is used to perform the Work.

ARTICLE 7 SUBCONTRACTING

§ 7.1 The Contractor may not subcontract or otherwise transfer any interest in this Contract without prior written approval by the Town. Any work performed by a Subcontractor before approval is at the Contractor's sole risk. All subcontracts of the Contractor, and all lower tier subcontracts, must contain or reference all applicable provisions of the Contract. The Contractor must promptly pay all legitimate subcontractor and supplier claims. The Contractor agrees that the Town may retain and deduct monies otherwise due the Contractor in an amount necessary to such claims.

ARTICLE 8 PROPERTY DAMAGE

§ 8.1 The Contractor agrees to reimburse the Town for the replacement of Town property damaged by the Contractor if resulting from the Contractor's negligence as determined by the Town's Representative.

ARTICLE 9 INDEMNIFICATION

§ 9.1 The Contractor hereby indemnifies, defends and holds harmless the Town and its officers, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor, and its subcontractors, sub-consultants, engineers, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Damages covered by the preceding sentence include but are not limited to; all dispute resolution costs including court costs, attorneys' fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense and preparation.

ARTICLE 10 TERMINATION

§10.1 Notwithstanding any other provision of this Contract, the Contractor shall be in default and the Town, in its sole discretion may terminate this Contract, if the Contractor. (i) fails to begin the Work as required by the Contract; (ii) fails to perform the Work with sufficient workers and equipment or materials to meet the terms of the Contract; (iii) discontinues the prosecution of the Work; (iv) fails to resume work which has been discontinued within a reasonable time after notice to do so; () subcontracts any of the work without the approval of the Town, (vi) becomes insolvent, files for bankruptcy,

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allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Town, or (vii) fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Town, or (viii) fails to perform the Work in a satisfactory manner as determined solely by the Town.

§10.2 The Town may remedy such noncompliance with Town or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor.

§ 10.3 Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable.

§10.4 At its sole option, the Town, if circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

§10.5 The Town may terminate this Contract for convenience for any reason that is in the best interest of the Town. Such reason may include non-appropriation of funds by Town Meeting. Terminations caused without the fault or and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Town will notify the Contractor of such terminations by sending a Notice of Termination for Convenience.

§ 10.6 In such case of a Termination for Convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. The Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§11.1 This Agreement shall be governed by the laws of the State of Maine.

§11.2 This Agreement, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Town more than such appropriations.

§11.3 The following persons shall be available and authorized to accept notices (written or oral), calls and orders for the Contractor:

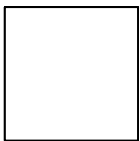
(Name and Phone Number)

ARTICLE 12 OTHER PROVISIONS

§ 12.1 There are no other provisions.

The Town and the Contractor hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF, the parties hereto have executed this _____ day of _____ 2023.



CONTRACTOR

TOWN OF DRESDEN

Daniel Swain, Town Administrator, duly authorized