



## Town of South Kingstown, Rhode Island

180 High Street  
Wakefield, RI 02879  
Tel. 401-789-9331

### FINANCE DEPARTMENT

**REQUEST FOR PROPOSALS  
(RFP)  
FOR  
TOWN TREE WARDEN AND  
ON-CALL EMERGENCY TREE  
SERVICES  
Bid Reference SK0084PS**

The Town of South Kingstown will accept sealed RFP's for the above referenced in the Finance Department, addressed to: Julie A. Mason, Procurement Administrator, 180 High Street, Wakefield, RI 02879, not later than **11:00 A.M. on Friday, March 21, 2025**, and will then be publicly opened and read aloud.

**NO BIDS WILL BE ACCEPTED AFTER THE 11:00 AM DEADLINE.**

The bids will be awarded on the basis of the lowest evaluated or responsive bid price pursuant to R.I.G.L. 45-55-5. "Competitive Sealed Bidding". Firms interested in submitting a bid may register on-line to download and print bid packages. For further details please visit: <http://www.southkingstownri.com/165/Invitations-to-Bid>

A **pre-bid conference** will be held at the **South Kingstown Town Hall, Town Council Chambers, 180 High Street, Wakefield, RI at 11:00 A.M. on Friday, March 7, 2025.**

Question regarding this bid can be directed to **Julie Mason, Procurement Administrator**, by email: [jmason@southkingstownri.gov](mailto:jmason@southkingstownri.gov)

Individuals requesting American Sign Language Interpreters or CART service must call the Town Clerk's Office at (401)789-9331 at least seventy-two (72) hours in advance of the bid opening date.

## **SELECTION CRITERIA**

**The bid will be evaluated as to R.I.G.L. 45-55-5. (2) “Competitive Sealed Bidding” and the award shall be made on the lowest evaluated or responsive bid price.**

1. Competence to perform the work as reflected by the technical training and education; general experience in providing the required services; and the qualifications and competence of persons who would be assigned to perform the work;
2. Past performance as reflected by the evaluation of private persons and official of other governmental entities that have retained the services of the Bidder with respect to such factors as control of costs, quality of work, and an ability to meet deadlines;
3. Demonstrated experience in the type of work required;
4. Record of the Bidder in accomplishing work on similar projects in the required time: (List references and listing of like projects completed or currently in progress on Experience Sheet.) Completion of Experience Sheet is required for bid consideration;
5. Quality of work previously performed by the Bidder for the Town of South Kingstown, if any;
6. Meets or exceeds Insurance Requirements;
7. Pricing (for On-call Emergency Tree Services only);
8. References;
9. Scope of Work.

**TOWN OF SOUTH KINGSTOWN, RHODE ISLAND**  
**GENERAL INFORMATION FOR BIDDERS**

**1. Receipt and Opening of Bids:**

Sealed proposals (bids) will be accepted in the Finance Department, Town of South Kingstown, 180 High Street, Wakefield, RI 02879, until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read aloud at specified time. **Envelopes must be clearly marked with the name of the item bid, bid number and time and date of the opening.**

It is the bidder's responsibility to see that their proposal is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any documents incorrectly addressed or misdirected to other locations other than the Finance Department, Town of South Kingstown, and are not present at the time and date specified of the bid opening for whatever cause will be deemed late and will not be considered. Postmarks will not be considered proof of timely submission. Proposals received by facsimile will not be considered.

**2. Preparation of Bids:**

Proposals/ bids must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

**3. Telegraphic Modification:**

Telephonic, telegraphic or oral bids, amendments or withdrawals will not be accepted.

**4. Withdrawal of Bids:**

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modification of his bid after such bid has been opened.

**5. Bid Security:**

Bid security is not required for this project.

**6. Qualification of the Bidder:**

Each bidder shall present evidence that he/ she is normally engaged in the purveying of the type of service bid upon. The bidder shall make himself/ herself thoroughly familiar with the contents of the notice before submitting his/ her proposal; the bidder automatically acknowledges and accepts all the provisions, conditions and specifications of this notice; no bid shall be considered from bidders who are unable to show that they are normally engaged in the purveying of the type of service bid on.

**7. Performance, Labor and Materials Bond, Execution of Contract:**

A performance, labor and materials bond is not required for this contract.

**8. Commencement and Completion of Work:**

The contractor shall commence work within ten (10) days after notice to proceed from the Town Manager or his agent and shall prosecute the same in accordance with a progress schedule prepared by him/her and approved in advance by the Town and shall complete said project and all work connected therewith not later than the time so stipulated therefore.

**9. Laws and Regulations:**

The contractor in the prosecution of the work, shall comply with all local, state and national laws and regulations, and with all ordinances and he shall secure all necessary permits and licenses. The project is subject to all safety and health regulations and all labor and wage laws from all three hands of government.

**10. Insurance:**

Prior to the start of work, the contractor shall provide the Town with a Certificate of Insurance listing the **“Town of South Kingstown as an Additional Insured”**.

Insurers must be licensed to issue said insurance in the State of Rhode Island. Should any insurance expire or be terminated during the period required for this contract, the Town shall be notified and such expired and/or terminated insurance must be replaced with a new certificate of insurance furnished to the Town.

Failure to provide the required insurance and certificate thereof, may, at the option of the Town, be held to be a willful violation of this contract. The required insurance coverage(s) is listed below. The minimum categories and amounts of insurance required for this project are as follows:

Commercial General Liability - **\$2,000,000** General Aggregate including Products/Completed Operations, Bodily Injury & Property Damage Liability, and Personal & Advertising Injury  
Auto Liability - **\$1,000,000** Combined Single Limit - Bodily Injury & Property Damage Combined; any Auto.  
Workers Compensation - Statutory amounts as required by the Rhode Island Worker's Compensation Law.  
Employers Liability - **\$500,000** Policy Limit; **\$100,000** each by Accident or Disease.

Failure to provide the required insurance and certificates thereof may, at the option of the Town, be held to be a willful violation of this contract.

#### **11. Prevailing Wage:**

The Contractor is subject to prevailing wage rates as established by Federal and State agencies when performing the aforementioned project and shall be required to submit certified payrolls to the Town upon completion of project activities. The contractor shall comply with minimum wage rates as prescribed by the Rhode Island Department of Labor Laws (referenced General Laws of Rhode Island, Revised 1956, Chapter 37-12 and Chapter 37-13, as amended). Certified payrolls shall be submitted with each pay request for work performed.

The following web sites are available for information:

Davis-Bacon Wage Determination Reference Materials:

[www.purchasing.ri.gov/bidinfo/geninfo/davisBaconWage.aspx](http://www.purchasing.ri.gov/bidinfo/geninfo/davisBaconWage.aspx)

RI Department of Labor and Training Prevailing Wage:

[www.dlt.ri.gov/pw/](http://www.dlt.ri.gov/pw/)

Prevailing Wage Tables:

GENERAL DECISION: Washington County, Highway RI20080001 latest

[www.wdol.gov](http://www.wdol.gov)

#### **12. Acceptance or Rejection:**

The Town of South Kingstown reserves the right to reject any or all proposals/ bids, to accept any bid or waive any formality in the proposal as deemed advisable in the best interest of the Town.

#### **13. Non- Conformance with Town Specifications:**

If the service, which the bidder bids, does not completely meet our specifications, the bidder must submit detailed specifications of his/ her service with his bid. If the bidder does not submit said specifications, and his/ her service does not meet our specifications,

the Town of South Kingstown reserves the right to refuse such service and obtain it from another source.

**14. Exceptions to Specification:**

If the service offered differs from the provisions contained in this specification, such differences must be explained in detail on sheets attached to the proposal, and if such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

**15. Tests.**

Before approval, the Town Manager or his Agent shall have the right to inspect the service furnished in accordance with this notice.

**16. Experience:**

The contractor must have sufficient experience and a demonstrated quality of workmanship on similar type projects. **A minimum of five – (5) years of experience is required as well as a minimum of five (5) projects completed.** Bidders must provide examples of similar work, location of such work along with references, contact person and telephone numbers.

**17. Examination of Ground:**

Bidders must satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they may prefer as to the actual conditions and requirements of the work, and inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and this contractor must employ, so far as possible, such methods and means in the carrying out of his/her work as will not cause any interruption or interference with any other contractor and a minimum of inconvenience and injury to other persons and property.

**18. Evaluation of Bids:**

The Town will evaluate bidder based upon the above noted "Selection Criteria" and shall award said work based upon said selection criteria, which is in the best interest of the Town.

**19. Payment Terms:**

Estimates for payment will be rendered on a monthly basis and will be due and payable upon receipt.

## **20. Out-of-State Corporations:**

Bidders who are out-of-state corporations, shall qualify or register to transact business in the State of Rhode Island, in accordance with RI General Laws as amended, Section 7-1.1-99, 7-1.1-105, and 7-1.1-106.

## **21. Preparation of Bids:**

All Bids shall be made on the Bid Form attached hereto and shall give the amount of bid for work in both words and figures and must be signed by the BIDDER (hereinafter referred to as the BIDDER). Additional copies of the Bid Form may be obtained from the TOWN. All blank spaces in each Bid Form must be completed in full, ink or typewritten, in both words and figures.

In case of a discrepancy between the total shown in the Bid Form and that obtained by adding the products of the quantities of items at the unit prices, the sum as written out in words in the Bid Form shall govern, and any errors found in said products, and in the addition, will be corrected.

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the BIDDER, its address, and plainly marked as stated above. If forwarding by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid. The TOWN may consider as irregular any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

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.

## **22. Disqualification of Bidders**

Although not intended to be an exhaustive list of causes for disqualification, any one (1) or more of the following causes, among others, may be considered sufficient for the disqualification of a BIDDER and rejection of their Bid:

- (a) Evidence of collusion among BIDDERS;
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors;
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship;
- (d) Default on a previous municipal contract for failure to perform.

## **23. Quantities**

As needed.

## **24. Contract Period**

This Contract shall be for the following fiscal years:

| Year | Dates                           |
|------|---------------------------------|
| 1.   | 2025 (beginning at award date)  |
| 2.   | 2026 (ending December 31, 2026) |

## **25. Indemnity**

The BIDDER shall indemnify and save harmless the TOWN, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the BIDDER, its officers, agents, servants and employees in the performance of this Specification; provided, however, that the BIDDER shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the TOWN, its officers, agents and employees.

## **26. RELEASE OF LIENS & CONSENT OF SURETY:**

Not required.

## **27. AWARD OF BID**

Award of Bid shall be made to the most qualified BIDDER. The following criteria shall be reviewed during evaluation:

Ability to meet:

- (a) Scope of Work;
- (b) Competency of BIDDER.

**It is the intention of this Town to award a contract for this work under this proposal to the most qualified respondent. The bidder must furnish satisfactory evidence that he/she has the ability and experience to perform said work; that he/ she has sufficient capital and equipment to enable him/ her to perform said class of work and to complete it within the time named in the contract. The Town reserves the right to award the Tree Warden and Emergency Tree Services contracts to different respondents. Additionally, the Town reserves the right reject any or all proposals and to award the contract as it is deemed to be in the best interest of the Town.**



# **TOWN TREE WARDEN AND ON-CALL EMERGENCY TREE SERVICES**

## **TOWN OF SOUTH KINGSTOWN PUBLIC SERVICES DEPARTMENT SPECIFICATIONS FOR TREE WARDEN AND ON-CALL EMERGENCY TREE SERVICES Bid Reference SK0084PS**

### **PURPOSE**

For purposes of this specification, the Tree Warden and On-call Tree Maintenance Services Contractor shall have training and experience in arboriculture and shall be a **Rhode Island licensed arborist.**

All work must be performed in a manner acceptable to the **South Kingstown.**

### **PROJECT CLARIFICATIONS:**

- Travel time to and from the Town will not be compensated. Hourly billing commences once equipment arrives at job site and stops once work at the last job site is complete. As previously noted, the Town will try to provide a days' worth of work, whenever possible. However,
- **On-call Emergency Tree Services that is determined to be of public safety importance will require corrective work within 2 hours of notification.**

### **PROJECT NOTES:**

- Any delay, time or interruption of work because of breakdown or failure of the equipment, or failure of the Contractor to supply an operator shall not be chargeable to the Town of South Kingstown, and the amount of payment under this contract shall be reduced by a prorated proportion.
- The Contractor shall provide a qualified person to operate the equipment, who is experienced in this type of work and thoroughly familiar with the operation of the equipment. The operator shall be approved by the Public Services Director, who will have the authority to remove the operator from the job at any time for inability to safely perform the work.
- The Contractor shall furnish his/her own gasoline, oil and any other supplies or materials necessary to operate the equipment. The Contractor shall be responsible for maintenance of the equipment and any damage done to the equipment.
- Mobilization shall consist of all work necessary for the movement of personnel and equipment to and from project site necessary to the performance of the work. **There will be no payment for mobilization.** Payment will be made only for actual number of hours and contractor supplied materials to perform the work as necessary. The cost for mobilization shall be included in the unit bid price.

## **GENERAL:**

### **1. SCOPE**

#### **A. TREE WARDEN**

Per Town Ordinance, Section 18.5-7, the duties of the Tree Warden shall include:

1. The tree warden shall have charge of and be responsible for the management of all town forest areas, including those trees within town public rights-of-way and other protected trees.
2. The tree warden shall assume the care and control of trees within town public parks if requested in writing by the town recreation commission.
3. The tree warden shall assume the care and control of trees on public school grounds if requested in writing by the town school committee.
4. The tree warden shall expend all available sums which shall be authorized and appropriated for the planting, removal, maintenance, care and management of protected trees under his/her control, in accordance with this chapter.
5. The tree warden shall grant, deny or modify with reasonable conditions all permit applications required under this chapter. The tree warden may request an advisory opinion from the tree board prior to granting, denying, or modifying a permit application.
6. The tree warden shall attend meetings of the tree board where the tree board is requested to give an advisory opinion.
7. The tree warden will act as the liaison with the Rhode Island Department of Transportation in matters involving the planting, removal and maintenance of trees within the rights-of-way of state roads within the corporate boundaries of the town.

Additional services may include cost estimating for trees removed or trimmed without a permit and for compensation related to requested tree removal. Representation of an estimate may be required at Municipal Court.

#### **B. ON-CALL EMERGENCY TREE SERVICES**

Services shall include the removal of trees in emergency situations, including late night and early mornings, due to storm damage or other catastrophic events.

### **2. EQUIPMENT**

#### **A. TREE WARDEN**

No special equipment is required.

#### **B. ON-CALL EMERGENCY TREE SERVICES**

Equipment used under this bid item shall be an aerial bucket truck and crane certified for tree work. The Contractor must have a full time year-round facility and trained staff capable of performing the work and covering emergencies at any time at no additional charge.

All equipment must be registered and insured in accordance with Rhode Island Law for the complete term of the contract. The Contractor shall provide all equipment and materials necessary to perform the work and shall maintain vehicles and equipment in a clean and good operating condition.

### **3. WORK METHODS**

#### **A. Schedule**

The Tree Warden and On-site Tree Maintenance Contractor shall perform said work as directed by the TOWN between the hours of 7:30 a.m. to 3:30 p.m. unless otherwise requested.

#### **B. Traffic Control**

##### **1. TREE WARDEN**

No traffic control is required.

##### **2. ON-CALL EMERGENCY TREE SERVICES**

The Contractor awarded this bid will be required to conform to the Town's Right-of-Way Ordinance while working on Town streets. The Contractor is required to maintain a safe work zone site and provide for safe traffic control during work operations. The Contractor is solely responsible for all traffic control, signage and personnel as is necessary per the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) to provide for the safety of workmen, equipment, and the traveling public. The Contractor shall not block or stop the normal flow of traffic during operations.

For those Town roads with a high volume of traffic and as determined necessary by the Chief of Police, The Town will provide a police officer or traffic constable with a police cruiser. Said traffic detail cost will be paid by the Town.

#### **C. Work**

The contractor shall comply at all times with all Federal, State and Local requirements, including, but not limited to, the Occupational Safety and Health Administration (OSHA).

#### **D. Disposal of Debris**

The Contractor shall include in his/ her unit price the cost to dispose of debris.

### **5. MEASUREMENT AND PAYMENT**

#### **A. TREE WARDEN**

The Tree Warden is provided a yearly stipend as noted in the Unit Pricing.

#### **B. ON-CALL EMERGENCY TREE SERVICES**

##### **1. Measurement**

Measurement will be on actual hours worked on site and actual materials used.

##### **2. Payment**

This work will be paid for at the contract unit price each for labor and equipment used by the contractor in executing his/ her work.

The contractor's bid pricing with exception of materials used, shall include all labor, vehicles, tools and equipment incidental to the completion of these items. All costs incidental to the required work will be included in the price above.

### **3. Pay Item / Pay Unit**

- |   |          |
|---|----------|
| • Labor (Monday through Friday from 7:30 AM to 3:30 PM) | Per Hour |
| • Labor (Monday through Friday from 3:30 PM to 7:30 AM) | Per Hour |
| • Labor (Saturday and Sunday)                           | Per Hour |
| • Labor (Holidays)                                      | Per Hour |
| • Bucket truck (any day or time)                        | Per Hour |
| • Crane (any day or time)                               | Per Hour |

### **4. Invoice**

The Contractor shall once a month submit an invoice for payment. The invoice must include:

- Date and time of work;
- Hours worked;
- Location of work;

## **6. TERMINATION OF CONTRACT**

In the event that either party hereto shall default in its obligations substantially to perform in accordance with the terms of this Contract, the other party may demand, in writing, that such default be cured within thirty (30) days. Where the defaulting party has failed to cure within the foregoing timeframe, the other party may then terminate this Agreement by giving fifteen (15) days written notice of termination provided, however, that where compliance with the terms of this Section may put the terminating party in non-compliance with any federal or state law, regulation, administrative or court order, or any other legal requirement, then, in that event, the terminating party may terminate this Agreement by giving 48 hours written notice to the other party.

## **6. QUALIFICATIONS OF PROPOSER:**

The Town of South Kingstown is seeking professional licensed arborist with the skill set to develop conceptual layouts and final design drawings for construction associated with the Kersey Road Sidewalk Improvements and to assist the town with any required permitting. Submission should include individual/firm(s) work that is representative of projects that align with the project scope outlined herein.

Each proposer shall provide a statement of qualifications including:

- a. At least three (3) references, including addresses, email and telephone numbers.
- b. A signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
- c. Project understanding, including tasks and deliverables.
- d. A summary of similar projects or work undertaken by the company and the experience on similar projects.
- e. Total amount of compensation for services proposed for this scope and deliverables outlined in the RFQ.
- f. Any additional information which would serve to distinguish the firm from other firms submitting proposals such as examples of work on projects similar to the project contemplated by this RFP, any special expertise or experience of the firm, etc.

## **BID FORM (TREE WARDEN)**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of \_\_\_\_\_  
doing business as \_\_\_\_\_ \* to the Town of South  
Kingstown, Rhode Island (hereinafter called "TOWN").

*\* Insert "a corporation", "a partnership", or "an individual" as applicable.*

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all  
WORK for the TOWN in strict accordance with the CONTRACT DOCUMENTS, within  
the time set forth therein, and at the prices stated below.

By submission of this BID each BIDDER certifies, and in the case of a joint BID each party  
thereto certifies as to its own organization, that this BID has been arrived at indecently,  
without consultation, communication, or agreement as to any matter relating to this BID  
with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Agreement on or before a date to be  
specified in the NOTICE TO PROCEED and to fully complete the WORK within ninety  
(90) consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated  
damages, the sum of \$250 for each consecutive calendar day thereafter should all work  
not be completed.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARBORIST LICENSE NUMBER: \_\_\_\_\_

**BIDDER AGREES TO BE THE TREE WARDEN FOR THE TOWN OF SOUTH KINGSTOWN  
AND AS DESCRIBED IN THE CONTRACT DOCUMENTS.**

## **BID FORM (ON-CALL EMERGENCY TREE SERVICE)**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of \_\_\_\_\_  
doing business as \_\_\_\_\_\* to the Town of South  
Kingstown, Rhode Island (hereinafter called "TOWN").

*\* Insert "a corporation", "a partnership", or "an individual" as applicable.*

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all  
WORK for the TOWN in strict accordance with the CONTRACT DOCUMENTS, within  
the time set forth therein, and at the prices stated below.

By submission of this BID each BIDDER certifies, and in the case of a joint BID each party  
thereto certifies as to its own organization, that this BID has been arrived at indecently,  
without consultation, communication, or agreement as to any matter relating to this BID  
with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Agreement on or before a date to be  
specified in the NOTICE TO PROCEED and to fully complete the WORK within ninety  
(90) consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated  
damages, the sum of \$250 for each consecutive calendar day thereafter should all work  
not be completed.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

ARBORIST LICENSE NUMBER: \_\_\_\_\_

**BIDDER AGREES TO BE THE ON-CALL EMERGENCY TREE SERVICES CONTRACTOR  
FOR THE TOWN OF SOUTH KINGSTOWN AND AS DESCRIBED IN THE CONTRACT  
DOCUMENTS.**

## UNIT PRICES:

(If no pricing is provided for On-call Services, the applicant will be evaluated for Tree Warden only)

### A. TREE WARDEN

The Town Tree Warden shall be provided an **\$8,880.00 PER YEAR** stipend for the work as required by Ordinance and as defined in this document.

### B. ON-CALL EMERGENCY TREE SERVICES

In the event of discrepancy between the words and figures given, the amount written in words shall govern. "Labor" refers to Crew Hours.

#### Year 1 - 2025 (beginning at award date)

| Bid<br>Item | Item<br>Description                                 | Units  | Unit Price<br>Written | Unit Price<br>Numerical |
|-------------|---|--------|-----------------------|-------------------------|
| 1           | Labor<br>Monday- Friday - 1st shift                 | Hourly |                       |                         |
| 2           | Labor<br>Monday- Friday - 2nd shift                 | Hourly |                       |                         |
| 3           | Labor<br>Monday- Friday - 3rd shift                 | Hourly |                       |                         |
| 4           | Labor<br>Saturday & Sunday                          | Hourly |                       |                         |
| 5           | Labor<br>Holidays                                   | Hourly |                       |                         |
| 6           | Bucket Truck & Related Equipment<br>Any time period | Hourly |                       |                         |
| 7           | Crane<br>Any time period                            | Hourly |                       |                         |

**Year 2 - 2026 (ending December 31, 2026)**

| Bid<br>Item | Item<br>Description                                 | Units  | Unit Price<br>Written | Unit Price<br>Numerical |
|-------------|---|--------|-----------------------|-------------------------|
| 1           | Labor<br>Monday- Friday - 1st shift                 | Hourly |                       |                         |
| 2           | Labor<br>Monday- Friday - 2nd shift                 | Hourly |                       |                         |
| 3           | Labor<br>Monday- Friday - 3rd shift                 | Hourly |                       |                         |
| 4           | Labor<br>Saturday & Sunday                          | Hourly |                       |                         |
| 5           | Labor<br>Holidays                                   | Hourly |                       |                         |
| 6           | Bucket Truck & Related Equipment<br>Any time period | Hourly |                       |                         |
| 7           | Crane<br>Any time period                            | Hourly |                       |                         |

**NOTES:**

1. The bid prices may not be withdrawn for a period of 60 days from the date of bid opening.
2. Dates are as defined in "General Information for Bidders", Item 24, Contract Period.
3. The Town reserves the option to award each of these contracts, Tree Warden and Emergency Tree Services, separately but, if qualified, both contracts may be awarded to the same applicant.

DATE OF SUBMISSION: \_\_\_\_\_

RESPECTFULLY SUBMITTED: \_\_\_\_\_

Name of Company

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

Signature and Title

BUSINESS ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_  
(ARBORIST LICENSE)



## **NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_

### **PROJECT DESCRIPTION: TOWN TREE WARDEN**

The TOWN has considered the BID submitted by you on \_\_\_\_\_, for the above-referenced WORK in response to its Invitation to Bid, and Standard & Special Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amounts shown in the Bid Schedule.

You are required by the Standard & Special Instructions to Bidders to execute the Agreement and furnish the required Certificates of Insurance within fifteen (15) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said Certificates of Insurance within fifteen (15) days from the date of this NOTICE, said TOWN will be entitled to consider all your rights arising out of the TOWN 'S acceptance of your BID as abandoned. The TOWN will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

### **TOWN OF SOUTH KINGSTOWN, RHODE ISLAND**

TOWN

BY: \_\_\_\_\_  
James Manni

TITLE: Town Manager

\_\_\_\_\_  
Town Council Approval Date

### **ACCEPTANCE OF NOTICE**

CONTRACTOR

Receipt of the above NOTICE OF AWARD is hereby acknowledged by (name of Bidder)  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

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

**NOTICE TO PROCEED**

TO: \_\_\_\_\_

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

PROJECT DESCRIPTION: **TOWN TREE WARDEN**

You are hereby notified to commence WORK in accordance with the Bid Proposal dated \_\_\_\_\_, 2023, on or before \_\_\_\_\_, 2023.

**TOWN OF SOUTH KINGSTOWN, RHODE ISLAND**

TOWN

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

Richard Bourbonnais, RLA, PE

TITLE: Director of Public Services

**ACCEPTANCE OF NOTICE**

CONTRACTOR

Receipt of the above NOTICE OF AWARD is hereby acknowledged by (Name of Bidder)  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

Contractor

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

## **CONTRACT AGREEMENT**

### **PROJECT DESCRIPTION: TOWN TREE WARDEN**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of South Kingstown, 180 High Street, Wakefield, RI 02879, hereinafter called "TOWN" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

Hereinafter termed the CONTRACTOR, party of the second part;

WITNESSETH: That the parties to this Agreement each in consideration of the Agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, the TOWN for itself, and the CONTRACTOR for himself/herself and his/her heirs, executors, administrators, successors, and assigns, as follows:

That the Contract Documents consisting of this Agreement, together with the Legal and Procedural Documents, General and Supplemental Conditions, Detailed Specification Requirements, Contract Drawings, and any Addenda issued before execution of the Agreement, for the Contract;

That the CONTRACTOR has informed himself/herself fully in regard to all conditions pertaining to the place where the Work is to be done and other circumstances affecting the Work;

That the CONTRACTOR has obtained all the information he/she needs to enable him/her to estimate fully and fairly the costs of the Work herein contemplated;

That the CONTRACTOR shall furnish all plant, labor, materials, suppliers, tools, equipment, and other facilities and things necessary or proper for or incidental to, the party of the first part in accordance with this Contract, commencing Work within the time interval stated in the Bid Proposal, provided he/she shall have been notified by the TOWN so to do, and completing everything required of him/her under this Contract not later than the time stated in the Bid Proposal.

That the TOWN shall pay and the CONTRACTOR shall receive, as full compensation for fulfilling everything required of the CONTRACTOR under this Contract, the unit prices and lump sums recorded in the Bid Form of the Proposal.

That the quantities shown in the Bid Proposal or Bid Form are approximate only, and are solely for the purpose of facilitating the comparison of Proposals; that the TOWN shall not be held responsible if these quantities are not even approximately correct; that for all Work upon which unit prices and lump sums are quoted, the CONTRACTOR'S compensation shall be computed upon the Work actually performed, measured by the units of measurement specified, whether greater or less than the quantities shown in the Bid Proposal or Bid Form; and that the unit prices and lump sums set against the several items cover all incidental services required of the CONTRACTOR under the Contract.

*This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.*

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written.

**TOWN OF SOUTH KINGSTOWN**

BY:

\_\_\_\_\_  
Signature

(SEAL)

NAME **James Manni**  
TITLE **Town Manager**

**CONTRACTOR\*:**

By:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

(SEAL)

NAME\_\_\_\_\_

TITLE\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_  
Employer ID # \_\_\_\_\_

**\*IMPORTANT:** Execute acknowledgment of officer or agent of CONTRACTOR who signs this document. (Use proper form on one of next two pages.)

This Contract and the following Certificate of Insurance are satisfactory to the Town of South Kingstown, Rhode Island.

By:

\_\_\_\_\_  
Richard Bourbonnais, Public Services Director

\_\_\_\_\_  
Town Council Approval Date

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION: TOWN TREE WARDEN**

The TOWN has considered the BID submitted by you on \_\_\_\_\_, for the above-referenced WORK in response to its Invitation to Bid, and Standard & Special Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amounts shown in the Bid Schedule.

You are required by the Standard & Special Instructions to Bidders to execute the Agreement and furnish the required Certificates of Insurance within fifteen (15) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said Certificates of Insurance within fifteen (15) days from the date of this NOTICE, said TOWN will be entitled to consider all your rights arising out of the TOWN 'S acceptance of your BID as abandoned. The TOWN will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**TOWN OF SOUTH KINGSTOWN, RHODE ISLAND**  
TOWN

BY: \_\_\_\_\_  
James Manni

TITLE: Town Manager

\_\_\_\_\_  
Town Council Approval Date

**ACCEPTANCE OF NOTICE**  
CONTRACTOR

Receipt of the above NOTICE OF AWARD is hereby acknowledged by (name of Bidder)  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

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

**NOTICE TO PROCEED**

TO: \_\_\_\_\_

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

**PROJECT DESCRIPTION: ON-CALL EMERGENCY TREE SERVICES**

You are hereby notified to commence WORK in accordance with the Bid Proposal dated \_\_\_\_\_, 2023, on or before \_\_\_\_\_, 2023.

**TOWN OF SOUTH KINGSTOWN, RHODE ISLAND**  
TOWN

BY: \_\_\_\_\_  
Richard Bourbonnais, RLA, PE

TITLE: Director of Public Services

**ACCEPTANCE OF NOTICE**  
CONTRACTOR

Receipt of the above NOTICE OF AWARD is hereby acknowledged by (Name of Bidder)  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

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

## **CONTRACT AGREEMENT**

### **PROJECT DESCRIPTION: ON-CALL EMERGENCY TREE SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of South Kingstown, 180 High Street, Wakefield, RI 02879, hereinafter called "TOWN" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

Hereinafter termed the CONTRACTOR, party of the second part;

WITNESSETH: That the parties to this Agreement each in consideration of the Agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, the TOWN for itself, and the CONTRACTOR for himself/herself and his/her heirs, executors, administrators, successors, and assigns, as follows:

That the Contract Documents consisting of this Agreement, together with the Legal and Procedural Documents, General and Supplemental Conditions, Detailed Specification Requirements, Contract Drawings, and any Addenda issued before execution of the Agreement, for the Contract;

That the CONTRACTOR has informed himself/herself fully in regard to all conditions pertaining to the place where the Work is to be done and other circumstances affecting the Work;

That the CONTRACTOR has obtained all the information he/she needs to enable him/her to estimate fully and fairly the costs of the Work herein contemplated;

That the CONTRACTOR shall furnish all plant, labor, materials, suppliers, tools, equipment, and other facilities and things necessary or proper for or incidental to, the party of the first part in accordance with this Contract, commencing Work within the time interval stated in the Bid Proposal, provided he/she shall have been notified by the TOWN so to do, and completing everything required of him/her under this Contract not later than the time stated in the Bid Proposal.

That the TOWN shall pay and the CONTRACTOR shall receive, as full compensation for fulfilling everything required of the CONTRACTOR under this Contract, the unit prices and lump sums recorded in the Bid Form of the Proposal.

That the quantities shown in the Bid Proposal or Bid Form are approximate only, and are solely for the purpose of facilitating the comparison of Proposals; that the TOWN shall not be held responsible if these quantities are not even approximately correct; that for all Work upon which unit prices and lump sums are quoted, the CONTRACTOR'S compensation shall be computed upon the Work actually performed, measured by the units of measurement specified, whether greater or less than the quantities shown in the Bid Proposal or Bid Form; and that the unit prices and lump sums set against the several items cover all incidental services required of the CONTRACTOR under the Contract.

*This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.*

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written.

**TOWN OF SOUTH KINGSTOWN**

BY:

\_\_\_\_\_  
Signature

(SEAL)

NAME **James Manni**  
TITLE **Town Manager**

**CONTRACTOR\*:**

By:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

(SEAL)

NAME\_\_\_\_\_

TITLE\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_  
Employer ID # \_\_\_\_\_

**\*IMPORTANT:** Execute acknowledgment of officer or agent of CONTRACTOR who signs this document. (Use proper form on one of next two pages.)

This Contract and the following Certificate of Insurance are satisfactory to the Town of South Kingstown, Rhode Island.

By:

\_\_\_\_\_  
Richard Bourbonnais, Public Services Director

\_\_\_\_\_  
Town Council Approval Date



## REFERENCES/EXPERIENCE

The bidder is required to state below that work of a similar character to that included in the proposed contract he/she has done and give references which will enable the Town of South Kingstown to make inquiries and judge as to his experience, skill, available financial resources, credit and business standing.

Provide reference names, company name or organization, telephone numbers, type of work performed, year, cost, etc.:

---

---

---

---

---

---

---

---

---

---

## EQUIPMENT TO BE USED

Please list the types, capacities, and age of equipment to be used during the project operation:

---

---

---

---

---

---

---

---

## **SUBCONTRACTORS TO BE USED**

Provide company name or organization, contact person and telephone numbers:

---

---

---

---

---

---

---

---

---

---

### **PLEASE COMPLETE THE FOLLOWING QUESTIONS:**

How long has the company been in existence? \_\_\_\_\_

Has the company done business under any other name?    Yes    or    No    (Please circle)

If yes, please provide other business name (s) \_\_\_\_\_