

**TOWN OF MONTEREY**  
Diver Assisted Suction Harvesting (DASH)  
Request for Bids – Lake Garfield Working Group  
August 2021

The Town of Monterey, acting through the Procurement Officer, invites price quotes from bidders to conduct the removal of Eurasian Watermilfoil (EWM) using Diver Assisted Suction Harvesting (DASH) in Lake Garfield. It is the intent of the Town of Monterey to have all work conducted during the period Effective Date September 2021 - June 30, 2022.

Written price quotes must be submitted to the attention of the Town Administrator, 435 Main Road, P.O. Box 308, Monterey, MA 01245 no later than 12noon on Friday, August 27, 2021.

Work Statement

Phase 1. DASH removal of EWM shall be performed in the 2+ acre patch described in Notice of Intent (NOI) 230-0300 and inclusive of all the requirements of the associated Order of Conditions. (See the location of Phase 1 and Phase 2 areas in Figure 1). All DASH work shall proceed in consultation with the Lake Garfield Working Group who will assist in the location of areas of EWM to be removed which will have the greatest beneficial impact to the health of Lake Garfield.

Phase 2. Weather permitting, DASH removal of EWM shall be performed in additional areas of dense patches in Lake Garfield in consultation with the Lake Garfield Working Group.

During each phase of work, the successful bidder will adhere to the following requirements:

- (a) the entire EWM plant, including the roots, shall be collected into mesh bags,
- (b) prior to collection, a floating curtain shall be deployed to minimize fragmentation,
- (c) all work shall be reported on a daily to the Town Administrator prior to disposal and in writing according to the number of mesh bags to be disposed,
- (d) the bidder shall propose a disposal site that is not hydraulically connected with either the Konkapot River or Lake Garfield,

(e) the bidder shall maintain a daily work log showing GPS locations and the number of bags collected,

(f) all final billing and daily work logs shall be submitted to the Town Administrator prior to June 15, 2022.

(g) A one (1) year extension of the Agreement with the Contractor may be granted at the sole discretion of the Town only if the Contractor performs (1) at the current contract rate, (2) in a satisfactory manner and (3) with the recommendation of the Lake Garfield Working Group.

All Bidders are required to provide the following information as part of their price quote:

Item. A

Phase 1. Area of EWM

Cost/Man Hour \$ \_\_\_\_\_

Estimated Number of Man Hours \_\_\_\_\_

Proposed Item Cost \$ \_\_\_\_\_

Item. B

Phase 2. Areas of EWM

Cost /Man Hours \$ \_\_\_\_\_

Estimated Number of Man Hours \_\_\_\_\_

Proposed Item Cost \$ \_\_\_\_\_

Item C.

Indicate how many days work will be initiated after award notification \_\_\_\_ days

## ADDITIONAL REQUIREMENTS

### Item D. Statement of Qualifications

Each Bidder shall include a Statement of Qualifications with their respective price quote. The Statement shall at a minimum indicate the experience, personnel and equipment which shall be employed for the removal and disposal of EWM during the effective date September 2021 - June 30, 2022.

### Item E. Agreement With the Town of Monterey

As a required part of this Request for Bidders, the successful bidder shall enter into an Agreement with the Town of Monterey in accordance with the following requirements:

## Agreement

### Diver Assisted Suction Harvesting (DASH) of Watermilfoil( EWM) in Lake Garfield FY 2021-2022

This Agreement between the Town of Monterey (the "Town"), a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 435 Main Road, Monterey, Massachusetts, and \_\_\_\_\_ has been entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date").

Whereas, the Town has raised and appropriated funds for the non-chemical control of the invasive, aquatic weed Eurasian Watermilfoil (EWM) in Lake Garfield during FY 2021-22, and

Whereas, the Town has procured a Contractor pursuant to Chapter 30B of the Massachusetts General Laws, the Uniform Procurement Act, the parties to this Agreement agree to the following:

1. **Work Statement:** Phase 1. DASH removal of EWM shall be performed in the 2+ acre patch described in Notice of Intent (NOI) 230-0300 and inclusive of all the requirements of the associated Order of Conditions. (See Phase 1 and Phase 2 areas in Attachments Figure 1). The DASH shall proceed in consultation with the Lake Garfield Working Group who will assist in the location of areas of EWM the removal of which will have greatest beneficial impact to Lake Garfield. Phase 2. Weather permitting, DASH removal of EWM shall be performed in additional areas in Lake Garfield, on an as needed basis, in consultation with the Lake Garfield Working Group. **IMPORTANT:** (a) All EWM, including the root system, shall be collected into mesh bags, (b) prior to collection, a floating curtain shall be deployed to minimize fragmentation, (c) disposal of all EWM shall take place at an identified in-Town location without any hydraulic connection to any waterbody including Lake Garfield, (d) all work shall be reported in writing on a daily basis by the number of mesh bags to the Town Administrative Assistant prior to disposal, (e) the contractor shall maintain a daily work log showing GPS locations and the number of bags collected, (f) all final billing and daily work logs shall be submitted to the Town Administrator prior to June 15, 2022.
2. **Contractor Responsibilities:** The Contractor shall take all responsibility for the work and take all precautions for preventing injuries, including but not restricted to inevitable injuries to persons and property in and about the work; shall bear all losses resulting to him on account of the amount or character of the work. The Contractor shall take all proper precautions to protect property from injury or unnecessary interference; provide proper means of access to the property where the existing access is cut off by the Contractor; and replace or put in good condition, satisfactory to the Town or its agents; every public or private way, conduit, catch basin, tree, fence or other thing injured or interfered with by the Contractor in carrying out this contract, unless the same has been permanently done away with on approval of the Town.
3. The Contractor shall take all proper precautions to protect persons from injury, unnecessary interference or inconvenience; leave an unobstructed way along public or private places for travelers and vehicles and for access to hydrants; provide proper walks over or around any obstruction made in public or private places in carrying out the contract, and maintain from the beginning of any darkness or twilight through the whole of the night, on or near the obstruction, sufficient lights and guards to protect travelers thereby, when the work is

suspended put all roadways in proper condition and when the work is completed put the place and its vicinity in proper condition.

4. This Agreement may be cancelled by the town at the Contractor's expense upon non-performance.
5. By submission of the cost proposal, the Contractor certifies that:
  - a. The cost proposal has been independently arrived at without collusion with any other bidder or with any other competitor or potential competitor.
  - b. The cost proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of the bids or proposals for the project, to any other bidder, competitor, or potential competitor
  - c. No attempt has been made, or will be made, to induce any other person, partnership, or corporation, or other business entity, not to submit a bid or proposal.
  - d. No member of the Town of Monterey, or any other officer or employee thereof, is directly or indirectly interested in the bid or proposal.
6. The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by exercise of reasonable diligence he is unable to prevent.
7. The submission of the cost proposal by the Contractor will be construed to mean that the Contractor is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the Contractor can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the cost proposal solicitation.
8. The Town of Monterey reserves the right to stop the work to be done if there is found to be any violation of law, rule, regulation, or statute. The Town will provide written notice to the successful bidder of the exact nature of the reason for work stoppage and time allowed for rectification of the violation. If the successful bidder does not comply with the terms of the written notice of violation, the Town of Monterey shall terminate the Agreement.
9. Term of Contract: The term of this contract shall begin on the Effective Date and continue until June 30, 2022. The contract may be renewed for one (1) additional one year periods from July 1, 2022 through June 30, 2023. This option is exercisable solely at the Town's discretion.
10. Time and Place of Performance: All DASH work shall be carried out in Lake Garfield areas noted in the Work Statement as Figure 1. Also as noted in Item (c) of the Work Statement, disposal of all Eurasian Watermilfoil shall take place at an identified in-Town location without any hydraulic connection to any waterbody including Lake Garfield.
11. Compensation: The total amount of this Agreement shall not exceed \$30,000 at the hourly rate indicated in the Cost Proposal submitted by \_\_\_\_\_. No increases in the rates bid shall be allowed under any circumstances and any bid to which escalator clauses are added or appended shall be rejected as being informal. No interest on any invoice or statement will be paid by the Town.
12. Method of Payment: Payment under this agreement shall be made by the Town to the Contractor upon submission of detailed and itemized invoices, in a form acceptable to the Town, for the services rendered by the Contractor. All invoices shall be billed to the Town on or before June 15, 2022 and forwarded to the Town Administrator with final review and approval for payment by the Town Accountant. Approved invoices shall generally be paid by the Town within 30 days of receipt.

13. **Written Reports:** The Contractor agrees to all work in the Work Statement and all conditions contained within the Notice of Intent (NOI) 230-0300 and inclusive of all the requirements of the associated Order of Conditions and shall provide the Town with data, GPS logs, information or reports required therein.
14. **Confidentiality:** Client confidentiality shall be strictly maintained in compliance with applicable law and client records will only be released when accompanied by a valid release form or as otherwise permitted by law.
15. **Liability of the Town:** The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.
16. **Independent Contractor:** The Contractor acknowledges and agrees that it is acting as an independent Contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the Town for any purpose.
17. **Indemnification:** The Contractor shall save harmless the Town and all of its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order of decree, whether by himself or his employees, labor performed or furnished and for all materials used or employed in carrying out this contract. The Contractor shall assume the defense of and indemnify and save harmless, the Town or its departments under whose direction this work is to be done, and their officers and agents from all claims relating to work performed or furnished or materials used in and in doing the work.
18. **Insurance:** The Contractor shall obtain and maintain during the term of this Agreement the following insurance coverage(s) by companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town. (A) **Workmen's Compensation Insurance:** Workmen's compensation insurance must be provided at the Contractor's expense in accordance with the provisions of MGL Chapter 149 Section 34a. The Contractor shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits under MGL Chapter 152 Section 25C, as amended, to all persons to be employed under the contract, and the Contractor shall continue insurance in full force and effect during the term of the contract. Proof of compliance with the aforesaid stipulations shall be furnished to the Administrative Assistant when requested and prior to the award of this contract by submitting two (2) copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Administrative Assistant at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice. (B) **Contractor Public Liability and Property Damage Insurance:** The Contractor shall take out and maintain at his own expense during the life of this contract with respect to the operations he performs, regular contractor/successful bidder's public liability insurance providing for a limit of not less than the amount named in the following table for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each

person, a total limit of the amount named in the following table for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and regular contractor/successful bidder's property damage liability insurance providing for a limit of not less than the amount named in the table for all damages arising out of injury to or destruction of property on any one occurrence. (C) Coverage must include the following: Commercial General Liability Bodily Injury Liability \$1,000,000 per occurrence. Property Damage Liability \$500,000 per occurrence (or combined single limit) \$1,000,000 per occurrence. Automobile Liability. Bodily Injury Liability \$1,000,000 per occurrence. Property Damage Liability \$500,000 per occurrence (or combined single limit) \$1,000,000 per occurrence. Prior to the commencement of any work under this contract, the Contractor shall provide the Town with Certificates of Insurance, which include the Town of Monterey as an additional named insured, and which includes a thirty (30) day notice of cancellation by the Town.

19. Assignment: The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town.
20. Successor and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
21. Compliance With Laws: The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
22. Notice: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Town Administrative Assistant or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
23. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
24. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
25. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and

representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

Attachments:

Monterey Conservation Commission - Notice of Intent 230-0300 - Order of Conditions  
Figure 1 indicating Phase 1 and Phase 2 Areas in Lake Garfield  
Cost Proposal submitted by \_\_\_\_\_

IN WITNESS THEREOF, the parties hereto set the hands and seals on the day and year first above written.

TOWN OF MONTEREY

CONTRACTOR

Board of Selectmen

\_\_\_\_\_  
Donald Coburn, Chair

By: \_\_\_\_\_

Item F. Submission of Price Quotes to the Town of Monterey

All written price quotes must be submitted to the attention of the Town Administrator, 435 Main Road, Monterey, MA 01245 no later than 12noon on August 27, 2021.



Figure 1

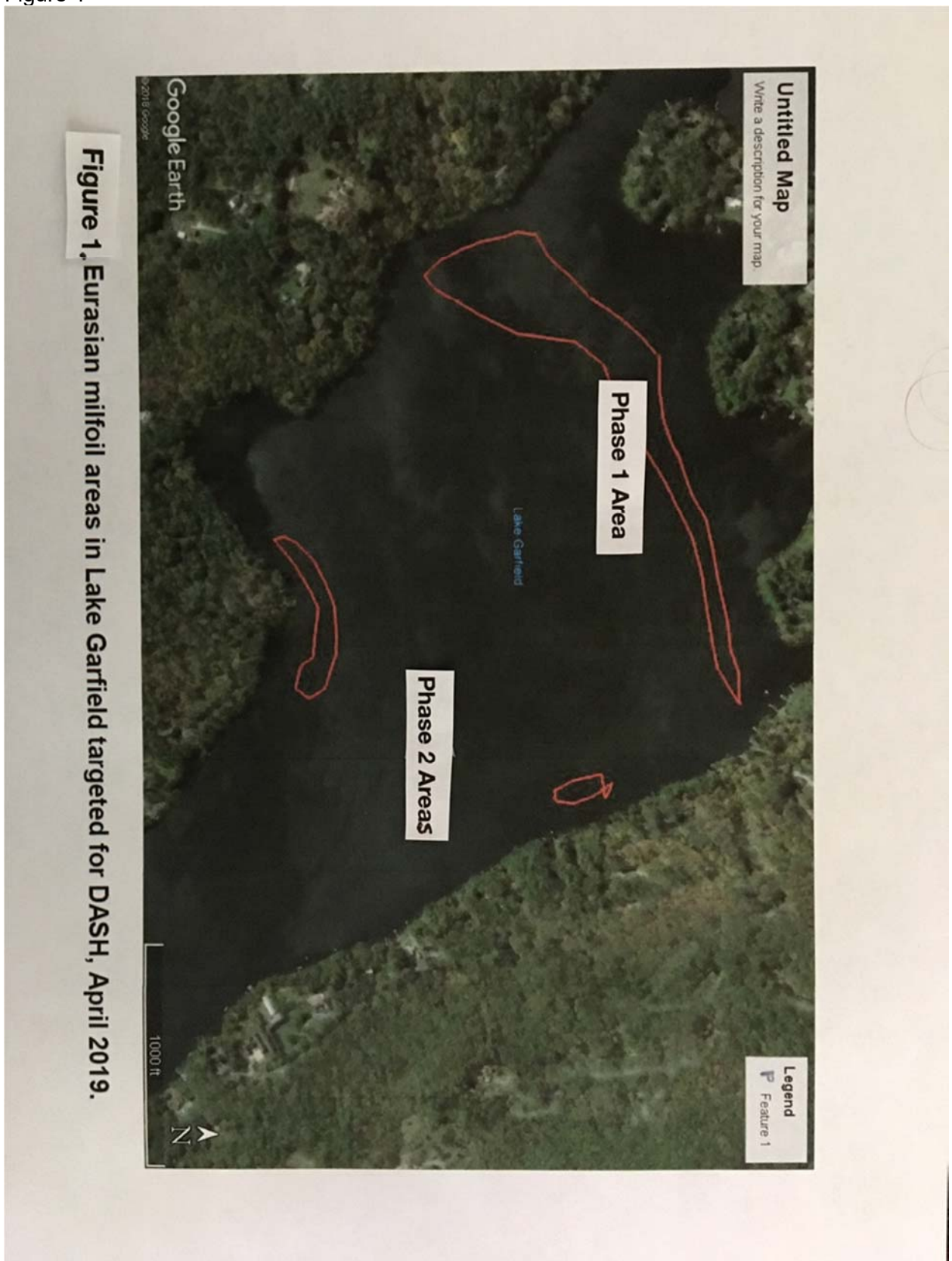


Figure 1. Eurasian milfoil areas in Lake Garfield targeted for DASH, April 2019.