

INVITATION FOR BIDDERS
MONTEREY TREE PRUNING AND REMOVAL CONTRACT

Notice is hereby given that the Town of Monterey is seeking sealed bids for town wide pruning, cutting, chipping, stacking and/or removal trees on an on-call basis for Fiscal 2022, July 1, 2021 through June 30, 2022 with an option to renew for two additional fiscal years (July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024). Invitation for Bidders (IFB) Packages with specifications and a sample contract will be available on the Town of Monterey Website www.Montereyma.gov (click on “procurement” on lower left corner). Obtaining the bid documents online is strongly encouraged. All bids must conform to the specifications of the Highway Department and be submitted on the proper forms to be considered a valid bid. **Sealed bids entitled “Monterey Tree Pruning and Removal Contract”** will be accepted by the Town Administrator, at 435 Main Rd, P.O. Box 308, Monterey, MA 01245, until **March 31, 2021 at 2pm**, at which time the bids will be publicly opened and read.

All bids shall be in accordance with M.G.L. including but not limited to: Ch. 30, Section 39M (Bid Bond), Ch. 149, Sec. 27 (Prevailing Wage Rates), and Ch. 149, Sec. 29 (Labor and Material Bonds as applicable). A bid deposit in the amount of 5% of the bid shall accompany every bid. The bid deposit shall be in the form of a bid bond, certified treasurer’s check, or cashiers check made payable to the Town of Monterey. Upon award and signing of the contract, the bid deposit will be returned to the Bidders. The Town of Monterey is exempt from sales and federal excise tax to the extent permitted under law; Bidders should not include such taxes in figuring or in references to any bid.

Bids offering escalation clauses will be rejected. The Town of Monterey reserves the right to reject any and all bids, wholly or in part, or to accept any bid even if the bid is not the lowest cost, if it is deemed to be in the best interest of the municipality, to waive informalities deemed inconsequential and to make awards in a manner deemed to be in the town's best interest. Minority- and woman-owned businesses are encouraged to bid.

Donald Coburn
Steven Weisz
John Weingold
Select Board
Town of Monterey

GENERAL SPECIFICATIONS

Bid Preparation

The Bidder must satisfy himself by his own investigation and research regarding all conditions affecting the materials to be provided in accordance with these specifications.

Bid Forms

All bids shall be submitted on the Bid Form Sheet and signed correctly with ink and by the person having legal authority to do so. In addition, the person signing the proposal shall provide his title and the address and telephone number of the firm.

Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be posted on the town website. Ultimately Contractor shall be responsible for contacting the Town to verify that they have received any and all addenda issued, for familiarizing themselves with all addenda requirements and inclusion of all requirements into their bid prices. Failure to obtain and include all addenda issued by the Town and to list them on the bid form shall be grounds for disqualification.

Questions

All questions should be directed to Shawn Tryon, Director of Operations via email to dpwl@montereyma.gov.

Inspection of Equipment and Materials

The Director of Operations or his representative shall reserve the right to inspect and approve or disapprove all equipment and materials to be used in the performance of work prior to the contractor beginning work.

Subletting or Assignment of Contract

The Contractor shall keep the materials under his personal control and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof without approval of the Director of Operations.

Public Liability

See Attachment A

Responsibility for Damage Claims

The Contractor shall indemnify and save harmless the Town of Monterey and all its officers, agents and employees against all suits, claims or liabilities of every name and nature, for or on account of any injuries to persons or damage to property arising out of or in consequence of the acts or omissions of the Contractor in the performance of the work covered by the contract.

Bid Prices

All bid prices must remain firm throughout the contract term inclusive of any renewal and extensions.

Right to Waive and Reject Defects in the Bids

The Town reserves the right to reject any and all bids, to waive any informality in the bids received and accept the bid, which it deems to be most favorable to the interest of the Town. Bids, which are not complete, clean and concise, may be rejected as informal.

Right to Cancel or Reject Bids

The Town may cancel this IFB, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.

Contract Period

The contract term will be contract award through June 30, 2022, with an option to renew for two additional one year periods from July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024. This option is exercisable solely at the Town's discretion.

Qualifications of Bidders

No bids will be accepted from any party which the Town suspects of being irresponsible or unreliable. The Town has the right to request any Bidder to supply proof that he is financially capable and thoroughly experienced to complete the proposed work according to the contract documents. The Town may make such investigation as deemed necessary to determine the ability of the Bidders to provide the materials, and the Bidders shall furnish to the Town all such information and data for this purpose as the Town may request. No award will be made to any Bidder who cannot meet all of the following requirements:

- A. He/she shall not have defaulted on any contract within three years prior to the bid date.
- B. He/she shall maintain a permanent Massachusetts registered/licensed place of business within 30 miles of the Monterey Town boundaries, which shall have been in place for at least 3 years prior to the advertisement of this contract.
- C. He/she shall have adequate personnel and equipment to provide the materials expeditiously.
- D. He/she shall have suitable financial status to meet obligations of the contract.
- E. He/she shall have appropriate technical experience satisfactory to the Town in the class of work involved.
- F. He/she shall be registered with the Secretary of State of the Commonwealth of Massachusetts to do business in Massachusetts.
- G. He/she shall not have failed to perform satisfactorily on contracts of a similar nature.
- H. He/she shall not have failed to complete previous contracts on time.

The Town reserves the right to reject any bid if the foregoing requirements are not satisfied or if any other evidence fails to satisfy the Town that such Bidder is properly qualified to carry out and to complete the work contemplated therein. Conditional or qualified bids will not be accepted.

The Bidder and his/her subcontractors shall also be required to meet the additional technical qualification requirements as specified in the specifications.

Scope of Work

Removal of trees and related tree pruning activities along the public ways and the public properties of the Town of Monterey. Refer to more detailed SCOPE OF WORK provided below and all information contained in this Invitation for Bid (IFB) package for additional information.

Schedule

The work shall be conducted in coordination with the Town of Monterey, Highway Department. Only one tree removal crew at a time shall be permitted to work on tree removals under this contract unless separately approved by the Director. A single tree removal crew may consist of any combination of the bid items included in this IFB.

Quality

It is the contractor responsibility to ensure that all materials for the Town of Monterey shall meet the appropriate industry standards and the "Standard Specifications for Road and Bridge Construction" of the Commonwealth of Massachusetts or as modified by the Highway Department and these Specifications.

Rules for Award

Contracts may be awarded to the responsive and responsible Bidder(s) offering the lowest price for each individual item. The Town reserves the right to reject any or all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the Town. In the event of an equal bid the Town reserves the right to divide the award among two or more in the best interest of the Town. In the event that the lowest responsive and responsive Bidder is unable to perform, the second lowest responsive and responsible Bidder would be called upon to continue contract. Bid prices are expected to be held or Bidder would hold price.

The Town reserves the right to award multiple contracts to multiple contractors, based on the equipment specified. Bidders do not have to provide rates for all equipment listed. The town may, at its sole discretion, award more than one contract for each category of work; the “Primary” contract would be awarded to the lowest responsive and responsive bidder, and that contractor would generally be given the majority of work. The “Secondary” contract would be awarded to the next lowest responsive and responsive bidder who would be brought in if the “Primary” bidder were not available or if the amount of work (i.e., storm damage) exceeded the normal capacity.

Experience

Bidders must submit documentation proving that the operator has a minimum of five years full-time experience operating equipment noted above in tree removal and pruning operations, along public roads and near energized wires.

References

The lowest Bidder shall provide at least three municipal or commercial contract references of comparable size tree pruning, maintenance and removal program. Failure to provide acceptable references will be grounds to reject the bid. If requested by the Town of Monterey the Bidder shall submit a complete list of contracts they have performed that are similar in size and scope to this contract in the past three years including contact names and telephone numbers. Failure to submit a complete list of contracts will be grounds to reject the bid. Prior problems, issues or concerns of any kind with work performed for the Town of Monterey shall be grounds for disqualification.

Bid Bond

Bids shall be in accordance with Massachusetts General Laws Chapter 30, Section 39M. A bid deposit in the form of a bid bond, or cash, or a certified check, or a treasurer’s shall accompany each bid or cashier's check issued by a responsible bank or trust company payable to the TOWN OF MONTEREY. Such bid deposit shall be for the sum of 5% of the bid to accompany each proposal.

In the event that the lowest responsive and responsive Bidder is unable to perform, the second lowest responsive and responsible Bidder would be called upon to continue contract. Bid prices are expected to be held or Bidder would hold.

SCOPE OF WORK

Work to be performed includes, but is not limited to the following:

- Removal of trees and related tree pruning activities along the public ways and the public properties of the Town of Monterey.
- Aerial lift (or Crane) operator shall be responsible for the performance of any work higher than five (5) feet above street level.
- A ground/cleanup crew consisting of Monterey municipal employees will be present to assist the contracted equipment and operator(s) with the cleanup of logs.
- All work will be performed in compliance with ANSI. Z.-133.1-2006 and ANSI A300 standards, and any published amendments or updates thereto.
- Estimate of funding for tree removal/tree pruning for the Highway Department and Tree Warden for Fiscal Year 2022: \$43,000. Actual funding for each fiscal year is contingent upon a Town Meeting vote for budget approval. Additional funding in the event of an emergency or storm cleanup may be added at any time.
- Estimate of funding for brush cutting for the Highway Department for Fiscal Year 2022: \$20,000. Actual funding for each fiscal year is contingent upon a Town Meeting vote for budget approval. Additional funding in the event of an emergency or storm cleanup may be added at any time.
- All trees shall be cut off as close to ground level as possible and no greater than one inch (6") above existing ground elevation unless otherwise approved by the Director of Operations or Tree Warden.
- All trunks, limbs and branches five inches (6") or greater in diameter shall be cut into lengths of four feet (8') or smaller and stacked at the site as directed by the Director of Operations or Tree Warden.
- All trunks, limbs and branches that fit in a chipper shall be ground into wood chips and all wood chips shall be transported to and stacked at the Highway Department yard located at 40 Gould Road or an approved location as directed by the Director of Operations or Tree Warden.
- All trunks and limbs twenty-five inches (25") or greater in diameter shall be cut into lengths of six feet (6') or smaller and shall loaded into Monterey Highway Department trucks at the site as directed by the Director of Operations or Tree Warden.
- Work shall include cutting limbs on the same side of the road and somewhat near to power lines. Note the Experience requirements set forth in the IFB. The work does NOT include targeting cutting limbs on power lines (e.g., doing National Grid's job). Work within 10 feet of an electrical conductor will be avoided.
- Include all necessary and required traffic management.
- Include necessary equipment, materials, labor, mobilization, fuel and other costs pertaining to this project.
- A list of work to be performed will be presented to the contractor on an as-needed. This list may include, but is not limited to the following items:
 - Hazard reduction pruning (unknown quantity)
 - Tree removals (unknown quantity)
 - Storm damage (unknown quantity)
 - Miscellaneous work (unknown quantity)
 - Brush Removal (unknown quantity)
 - Emergency Work (unknown quantity)

SPECIFICATIONS FOR TRAFFIC MANAGEMENT

For all work or equipment requiring the occupancy of any portion of the roadway or the roadway shoulder (within four feet of the nearest marked travel lane) the contractor shall be required to implement all required and recommended traffic safety and management devices or requirements including, but not limited to, the Manual on Uniform Traffic Control Devices (MUTCD), the MassDOT construction work zone guidelines and recommended practices. Contractor shall include advance warning signs on both approaches (up to 2 advance warning signs where required by the Town), tapered safety cones on both approaches and provide at least one designated flagger to direct traffic and protect workers. The contractor shall furnish, install, relocate, remove, store, etc. all required traffic safety control devices including, but not limited to advance warning signs, cones, support personnel, etc. as may be required by this specification, the above noted standards or required by the Town of Monterey. Roads shall not be closed without preapproval from Town. The contractor shall maintain a minimum single lane of traffic at all times. Include a minimum of one roadway flagger when less than two full lanes of traffic through work zone. Where temporary interruptions to both travel lanes may occur or as otherwise required by Town for traffic and/or worker safety, include two flaggers, one on each end of the work zone.

POLICE DETAILS

This contract does not include providing Police details. Where required the Town of Monterey shall furnish required Police details at no cost to the contractor.

HOURS AND CONDITIONS OF WORK

1. Normal hours of work to be from 7am until 3pm, Monday through Friday, excluding legal holidays.
2. The Director of Operations reserves the right to change or suspend the day's work due to adverse weather conditions or other reasons. Notice of cancellation of work will be given to the contractor by 6:30 a.m. on the day cancelled.
3. Time worked up to four hours shall be paid as one half of one day. Time in excess of four hours shall be paid at full day rate.
4. Under normal conditions, aerial lift and operator must be available on 72 hours' notice from Director of Operations.
5. Under storm damage conditions or other emergency conditions, as determined by the Director of Operations, equipment is to be available on 4 (four) hours notice. The contractor is to give absolute preference to the Town of Monterey in emergency conditions including 24 hour availability.
6. Under storm danger or other emergency conditions, as determined by the Director of Operations, hours and days of work will be decided on by the Director of Operations.

MISCELLANEOUS PROVISIONS

1. The Town shall be the sole judge of the fitness, experience and reliability of the bidders.
2. The Town reserves the right to reject any or all bids, wholly or in part, and to make awards deemed to be in the best interest of the Town.
3. Violation by the contractor of any of the various provisions and specifications of the contract could result in immediate termination of the contract and seizure of all or a portion of the performance bond by the Town of Monterey.
4. Amounts of work given above are approximations only. The amount of work may be altered by the Town of Monterey at any time.
5. The Town of Monterey reserves the right to hire additional contractors, on a daily basis, if, in the opinion of the Town, it is in the interest of the Town of Monterey to do so.
6. Prevailing wages as provided under M.G.L. c. 149, s. 26-27D must be paid for all applicable work performed under this contract. Vendors are advised to refer to the attached Wage Rate sheets.
7. The Contractor shall carry insurance covering Workman's Compensation and Contractors Liability, and furnish evidence of same when contract is awarded.
8. This contract covers fiscal years 2022, 2023 and 2024 The Town reserves the option to notify the contractor by June 1st each year to terminate the contract for the ensuing fiscal year. This option is solely at the discretion of the Town, and could be based on financial consideration, performance of the contractor, or any other reason.
9. The Town reserves the right to terminate this contract at any time based upon the performance of the Contractor.
10. Fuel Escalation Provision: When the price per gallon of self-serve Diesel fuel in Massachusetts as reported by AAA of Southern New England, exceeds \$5.00 per gallon, the contractor may assess a surcharge of \$25.00 per day for each day worked. All materials and equipment shall be approved by the Utilities & Facilities Director of Operations, under the specifications or references as noted herein.
11. The Director of Operations reserves the right to increase or decrease the quantities, as deemed necessary and also to reject any or all bids received.
12. All damaged and altered areas disturbed by the Contractor's operations shall be restored to pre-existing conditions at no additional cost to the Town.

LIST OF SCHEDULED/REQUIRED AND AVAILABLE EQUIPMENT

The contractor shall furnish all equipment, machinery, tools and labor necessary for the completion of this contract. The contractor shall include with his/her bid submittal a complete list of equipment that they plan to dedicate to this project, which shall represent the minimum level of equipment mobilized to and maintained in Monterey throughout the duration of work. The contractor shall also include a list of other equipment owned by or immediately available to him/her for use on this project if needed. Minimum equipment requirements include but are not limited to:

Item 1: Aerial Lift Truck with Driver/Operator:

- Truck - mounted fully insulated, 70 foot vertical reach minimum, over the center aerial lift, equipped with all necessary outriggers and safety screens.
- An experienced driver/operator with Class B CDL license.
- Aerial lift is to be equipped at all times with 2 traffic direction signs, 8 traffic cones, chocks, flares, first aid kit and related safety equipment, 3 chain saws, in good condition, with extra parts, chains, etc. and tools to maintain said chainsaws in running condition. Saws shall be of sufficient size to be adequate for all tree pruning and removal operations. Rope, climbing saddle, pole saws, and related equipment to be used by equipment operator for tree removal operations.
- Fuel and fluids for aerial lift and saws.

Item 2: Tree Removal Crane with Driver/Operator and Tree Climber:

- Crane/Boom Truck, 35 ton minimum capacity, 110' minimum reach.
- An experienced driver/operator with crane operator license and Class B DCL License.
- An experienced tree climber to work with the crane for removal operations.
- Crane is to be equipped with 8 traffic cones, cribbing materials, chocks, safety equipment, and slings necessary for tree removal operations. Rope, climbing saddle, pole saws, and related equipment to be used by climber for tree removal operations, 3 chain saws, in good condition, with extra parts, chains, etc. and tools to maintain said chainsaws in running condition. Saws shall be of sufficient size to be adequate for all tree pruning and removal operations.
- Fuel and fluids for crane and saws.

Item 3: Chip Truck with Chipper and Driver/Operator:

- Truck with 20 yard capacity dumping chip box and a late model 18" minimum capacity brush chipper, chipper to be equipped with a winch or grapple arm.
- An experienced driver/operator with Class B CDL license.
- Chip Truck/chipper combination is to be equipped at all times with 2 traffic direction signs, 6 traffic cones, chocks, flares, first aid kit and related safety equipment, 3 chain saws, in good condition, with extra parts, chains, etc. and tools to maintain said chainsaws in running condition. Saws shall be of sufficient size to be adequate for all tree pruning and removal operations.
- Fuel and fluids for saws.

Item 4: Log Truck with Grapple and Driver/Operator:

- Late model log truck with log loader with by-pass grapple and 20' minimum log length capacity.
- An experienced driver/operator with Class B CDL License.

Item 5: Misc:

- 60hp Self-propelled stump grinder and operator.
- Brush cutting chip truck with a minimum 12 yard capacity and 12" chipper.
- Brush Cutting two experienced chainsaw operators.
- Excavator with experienced operator (added 6/8/17)

BID PROPOSAL FORM

The undersigned, as bidder, declares that all persons or parties interested in this Proposal as principals are named herein; that this Proposal is made without collusion with any person, firm or corporation; that no official, employee or agent of the Town has a direct or indirect pecuniary interest in this bid; that he has carefully examined the location of the proposed work, read the contract documents, and that he proposes and agrees to contract with the Town of Monterey, in the form of a contract to be deposited with the Town, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials and labor, specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Director of Operations, as therein set forth, and that he will take in full payment therefore, the amounts resulting from the prices for items of the work as specified.

The Town does not expressly or by implication agree that the actual quantities of work to be done will correspond thereto, and the Town reserves the right to increase or diminish the quantity of work, or to omit items of work, as required to keep the work within the limits of available funds. Bids shall remain firm throughout the contract term, unless otherwise specified. No increase in the unit price bid, once accepted and awarded will be permitted.

Item 1. Daily rate for Aerial Lift Truck with Driver/Operator as specified, the sum of

_____ (\$ _____)
(written) (Numerals)

Item 2. Daily rate for Tree Removal Crane with Driver/Operator and Tree Climber as specified, the sum of

_____ (\$ _____)
(written) (Numerals)

Item 3. Daily rate for Chip Truck with Chipper and Driver/Operator as specified, the sum of

_____ (\$ _____)
(written) (Numerals)

Item 4. Daily rate for Log Truck with Grapple and Driver/Operator as specified, the sum of

_____ (\$ _____)
(written) (Numerals)

Item 5. Misc. as specified, the sum of

_____ (\$ _____)
(written)

_____ (\$ _____)

(written)

_____ (\$ _____)
(written)

_____ (\$ _____)
(written)

Signature of Bidder

ADDENDA: This bid includes addenda numbered (List all Addenda numbers): _____

The above price is to include and cover the furnishing of all the materials (except as herein otherwise specified), the performing of all the labor requisite or proper, and the providing of all necessary machinery, tools, apparatus and other means of operation; and the doing of all the above mentioned work in the manner set forth, described and shown in the specifications, and in the form of the contract.

This proposal is accompanied by a bid security in the amount of 5% of the bid and the bidder agrees that if the proposal is accepted by the Town of Monterey, and if the undersigned as bidder shall fail to execute a contract at the bid security forfeited to the Town of Monterey as liquidated damages; otherwise the bid security will be returned to the bidder.

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE (sign): _____

NAME (print): _____

TITLE: _____

PHONE: _____

DATE: _____

STATEMENT OF EXPERIENCE

The bidder declares that he has successfully accomplished similar work in the following places and offers the names and phone numbers designated as references to which inquiries may be addressed:

The full name and addresses of all persons and parties interested in this Proposal as principals, is as follows:

This Proposal must bear the written signatures of the bidder or his authorized agent. If the bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner, and the title of such officer must be stated.

Bids must remain firm throughout the contract term, unless otherwise specified. No increase in the unit price bid, once accepted and awarded will be permitted.

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PHONE: _____

DATE: _____

ATTACHMENTS REMINDER

In addition to all required forms, bonds and other documentation required herein the Contractor is also reminded to include the following supporting information or documentation as set forth in this IFB.

- List of minimum equipment to be dedicated to this project.
- List of other equipment owned by or immediately available for use on this project.
- Evidence of proper Tree removal bonding and insurance.
- References.

TOWN OF MONTEREY

CERTIFICATE OF NONCOLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM _____ SIGNATURE _____

ADDRESS _____

NAME _____ TITLE _____ (print)

PHONE _____ DATE _____

CERTIFICATION OF COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The undersigned hereby certifies under the penalties of perjury that the contractor named below is in compliance with the Immigration Reform and Control Act of 1986, as amended, and with all regulations adopted there under, with respect to all of its employees who will be performing work under this contract and further certifies that said contractor does not knowingly employ any person in violation of the United States immigration laws.

The undersigned further certifies that said contractor will require this same form of certification to be executed by any subcontractor who will perform work under this contract and will maintain subcontractor certifications for inspection by the Town if such inspection is requested.

_____, Duly Authorized Signatory

Name:

Title:

Contractor Company Name

Date

NOTE: All certificates must be signed by the individual submitting the bid or proposal.

TOWN OF MONTEREY

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

_____ By: _____
* Signature of individual or Corporate Officer
Corporate Name (Mandatory) (Mandatory, if applicable)

**Social Security # (Voluntary) or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.62C s. 49.A.

TOWN OF MONTEREY
435 Main Road, P.O. Box 308
Monterey, Massachusetts 01245

Attachment A

INSURANCE REQUIREMENTS

A. Worker's Compensation and Employer's Liability Insurance

Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149 § 34A, including both statutory lines and Coverage B with a \$500,000/500,000/1,000,000 limit of liability.

B. Comprehensive General Liability Insurance

Coverage for Bodily Injury and Property Damage as follows:

Limits of Liability

Bodily Injury	\$1 Million each person
	\$1 Million each occurrence
	\$2 Million aggregate
Property Damage	\$1 Million each occurrence
	\$2 Million aggregate

The Comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

- 1. Work performed by the Contractor himself with his own employees;** "premises-operations" line.
- 2. Work performed by his Subcontractors; Contractor's Protective Liability;** ("sublet work" or "Independent Contractors") line. Use of subcontractors may be subject to provisions within the Specifications regarding prior approval by the Town. All subcontractors must also provide Certificates of Workers' Compensation or General Liability Insurance.
- 3. The Contractor's liability assumed under the Contract Terms;** "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated **on** the Contractor's Insurance Certificate.

C. Owner's Protective Liability Insurance

The Contractor shall take out and furnish to the Certificates of Insurance naming the Town of Monterey as additional insured as their interest may appear and maintain during the life of this Contract complete General Liability Insurance in amounts set forth above for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

D. Comprehensive Automobile Liability Insurance

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

Bodily Injury and Property Damage Combined single limit of \$1 Million

The insurance is to include all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the Contract.

E. General Requirements for All Lines of Insurance to be Furnished

All policies shall be written so the Town shall be notified of cancellation or addition of "restrictive amendments" by Registered Mail or by FAX not later than twenty (20) days prior to the effective date of such cancellation or amendment.

If the initial policy/policies expire prior to the completion of the work, renewal certificates shall be promptly filed with the Town for extensions of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.

The Contractor shall require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor, and the Town shall be held harmless from liability in all such policies. Use of subcontractor(s) may be subject to the prior approval of the Town as described more fully in applicable contract terms and conditions.

**AGREEMENT BY AND BETWEEN
THE TOWN OF MONTEREY AND (CONTRACTOR)**

This agreement made and entered into this _____, by and between the Town of Monterey, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "Town", by and through its Board of Selectmen and _____, the Vendor.

ARTICLE I. The Vendor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

In accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Vendor's Bid documents annexed hereto and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the Town.

ARTICLE II. The Town agrees to pay for the Vendor for work performed in conformity with Section 17 of the Invitation for Bid, which states: "The Contractor will be paid per approved invoice (on a monthly basis). An invoice will be presented for the services performed. This invoice shall, as a minimum, identify the work that was done, where it was done, when it was done, who authorized it and the applicable work order. Additionally, it will detail the unit cost and extended cost for each wage/labor category, Contractor cost and applicable markup for parts and/or materials and costs for equipment rental."

ARTICLE III. The Vendor shall submit and conform to all determinations and directions of the designee of the Town of Monterey relating to the services and its delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Vendor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Vendor or mailed to him/her at the business address stated in his/her proposal, the Town, acting by the Town Administrator, may obtain the product and/or services ordered from any other source, and the Town shall give to the Vendor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Town Administrator, that the Vendor has failed to carry out the contract to the satisfaction of the Town Administrator and as required by the terms of said Bid Document. Upon such default, the Town Administrator, may at his/her discretion and without further notice, cancel the contract.

ARTICLE V. Upon such default, the Town may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the Town as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to General Laws, Chapter 30, Section 39M, Chapter 30B, Chapter 149, Sections 44A through M, and all other laws of the Commonwealth, and the ordinances of the Town, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. The Vendor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts and satisfactory to the Town.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Vendor will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

ARTICLE IX. The Vendor shall not assign this contract without express prior written consent of the Town of Monterey.

ARTICLE X. The Vendor shall indemnify and save harmless the Town of Monterey and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Vendor's action or failure to act. Certificates of Insurances shall be filed with the Town if it so requires and shall be subject to its approval for adequacy of protection.

WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Town of Monterey

Contractor

Select Board Chair

As to Appropriation:

Town Accountant

**THE COMMONWEALTH OF MASSACHUSETTS PREVAILING WAGE RATES FOR THIS
PROJECT ARE IN A SEPARATE ATTACHMENT**