

# TOWN OF MONTEREY

## Invitation to Bid

### The Use of Diver Assisted Suction Harvesting (DASH)/ Mechanical Harvesting/Movable Benthic Barriers To Remove Eurasian Watermilfoil From Lake Garfield

Release Date: July 6, 2022

The Town of Monterey (Town), acting through the Chief Procurement Officer, invites price quotes from Bidders to remove Eurasian Watermilfoil (EWM) from Lake Garfield utilizing all three (3) of the following methods: Diver Assisted Suction Harvesting (DASH), Mechanical Harvesting (MH) and Movable Benthic Barriers (MBB). It is the intent of the Town of Monterey to have all field work conducted during the period July 1, 2022 - June 16, 2023.

Written price quotes and all required documentation must be submitted to the attention of the Town Administrator, Melissa Noe, at 435 Main Road, P.O. Box 308, Monterey, MA 01245 no later than 2pm on Thursday, July 21, 2022.

### WORK STATEMENT

Each Bidder shall be required to present a cost proposal utilizing all three methods of EWM removal including DASH, MH and MBB.

#### Item A.

**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 the attachment Lake Garfield Milfoil Locations).** All DASH work shall proceed in consultation with the Lake Garfield Working Group (LGWG) who will assist in finding the locations of dense patches of EWM to be removed and will have the greatest beneficial impact to the health of Lake Garfield.

**Phase 2.** Weather, budget and time permitting, DASH removal of EWM shall be performed in additional areas of dense patches in Lake Garfield only in consultation with the LGWG.

### **Item B. Mechanical Harvesting & Movable Benthic Barriers**

Mechanical Harvesting (MH) and the placement of Movable Benthic Barriers (MBB) shall **only** be initiated during the term of Agreement with prior approval of the Lake Garfield Working Group (LGWG) at the Phase 1 and Phase 2 areas of EWM patches identified in the attachment **Lake Garfield Milfoil Locations.**

**IMPORTANT:** During each phase of work, the successful Bidder shall 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 basis to the Town Administrator prior to disposal and in writing according to the number of mesh bags to be disposed,
- (d) the Bidder shall identify 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, 2023.

(g) A one (1) year extension of the Bid may be granted at the sole discretion of the Town only if the awardee performs the Work Statement (1) at the current contract rate (2) in a satisfactory manner and (3) with the recommendation of the Lake Garfield Working Group to the Monterey Select Board.

### **COST PROPOSAL**

**All Bidders are required to provide the following price quote information:**

#### **Item. A DASH**

##### **Phase 1. Location of 2+ Acres of EWM**

Cost per Man-hour \$ 75.00

Estimated Number of Man-hours 280

Total Item Cost \$ 21,000.00

##### **Phase 2. Additional Locations of EWM**

Cost per Man-hour \$ 75.00

Estimated Number of Man-hours 200

Total Item Cost \$ 15,000.00

**Item. B - Mechanical Harvesting & Movable Benthic Barriers**

Cost per Man-hour for MH \$ 325.00

Cost per Man-hour to Deploy MBB \$ 75.00

Total Item Cost per Man-hour \$ see attached bid dated 7/12/22

**Item C.**

Indicate how many days after award notification will field work start  
\_\_\_\_\_ days

**ADDITIONAL REQUIREMENTS**

**Item D. Bidder Statement of Qualifications**

Each Bidder shall include a Statement of Qualifications with their respective price quotes. The Statement shall include: (1) the Bidder's experience directly related to the removal and disposal of EWM, (2) the names of all personnel who shall be employed for the removal and disposal of EWM during the time period Effective Date July 1, 2022 - June 16, 2023, (3) Each employee/diver entering the water shall be certified to perform scuba diving by a nationally recognized scuba diving organization. The name and national certification of each employee/diver shall be included as part the documentation presented to Town of Monterey Administrator for the purpose of the RFB submission.

**Item E. Bidder Equipment**

Each Bidder shall present a complete list of all equipment to be utilized in the performance of this RFB. Only certified scuba equipment shall be utilized in the performance of this bid and shall be individually listed by type of equipment (ie. scuba tanks) and date of last certification. All

maintenance and use of equipment in the performance of this RFB shall be at the full responsibility of the successful Bidder.

**Item F. 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**

**The Use of Diver Assisted Suction Harvesting (DASH)/ Mechanical Harvesting (MH)/ Movable Benthic Barriers (MBB) To Remove Eurasian Watermilfoil (EWM) From Lake Garfield FY 2022-2023**

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 New England Arctic has been entered into the 17 day of AUGUST, 2022 (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 2022-2023, 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 - Each Bidder shall be required to present a cost proposal utilizing all three methods of EWM removal including DASH, MH and MBB. **Item A. DASH - Phase 1.** 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 the attachment Lake Garfield Milfoil Locations ). All DASH work shall proceed in consultation with the Lake Garfield Working Group (LGWG) who will assist in finding the locations of dense patches of EWM to be removed and will have the greatest beneficial impact to the health of Lake Garfield. **Phase 2.** Weather, budget and time permitting, DASH removal of EWM shall be performed in additional areas of dense patches in Lake Garfield only in consultation with the Lake Garfield Working Group. **Item B. Mechanical Harvesting & Movable Benthic Barriers** - Mechanical Harvesting (MH) and the placement of Movable Benthic Barriers (MBB) shall only be initiated during the term of Agreement with prior approval of the Lake Garfield Working Group (LGWG) at the Phase 1 and Phase 2 areas of EWM patches identified in the attachment Lake Garfield Milfoil Locations.

2. **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 Administrator 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, 2023. (g) A one (1) extension of the Bid may be granted at the sole discretion of the Town only if the awardee performs the Work Statement (1) at the current contract rate (2) in a satisfactory manner and (3) with the recommendation of the Lake Garfield Working Group to the Monterey Select Board.
  
3. **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.

4. 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.
5. This Agreement may be cancelled by the town at the Contractor's expense upon non-performance.
6. By submission of the cost proposal, the Contractor certifies that:
  1. The cost proposal has been independently arrived at without collusion with any other bidder or with any other competitor or potential competitor.
  2. 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
  3. 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.
  4. 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 15, 2023.
10. **Time and Place of Performance:** All DASH work shall be carried out in Lake Garfield areas noted in the Work Statement as Lake Garfield Milfoil Locations. 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 \$50,000.00 at the hourly rate indicated in the Cost Proposal submitted by New England Aquatics. 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 1530, 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.

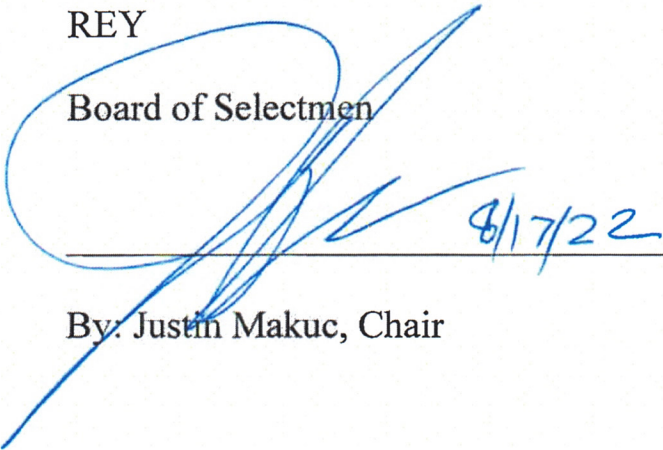
19. **Assignment:** The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town.
20. **Successor 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

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

TOWN OF MONTE-  
REY

CONTRACTOR

Board of Selectmen



8/17/22

By: Justin Makuc, Chair

**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 2pm on Thursday, July 21, 2022.

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:**

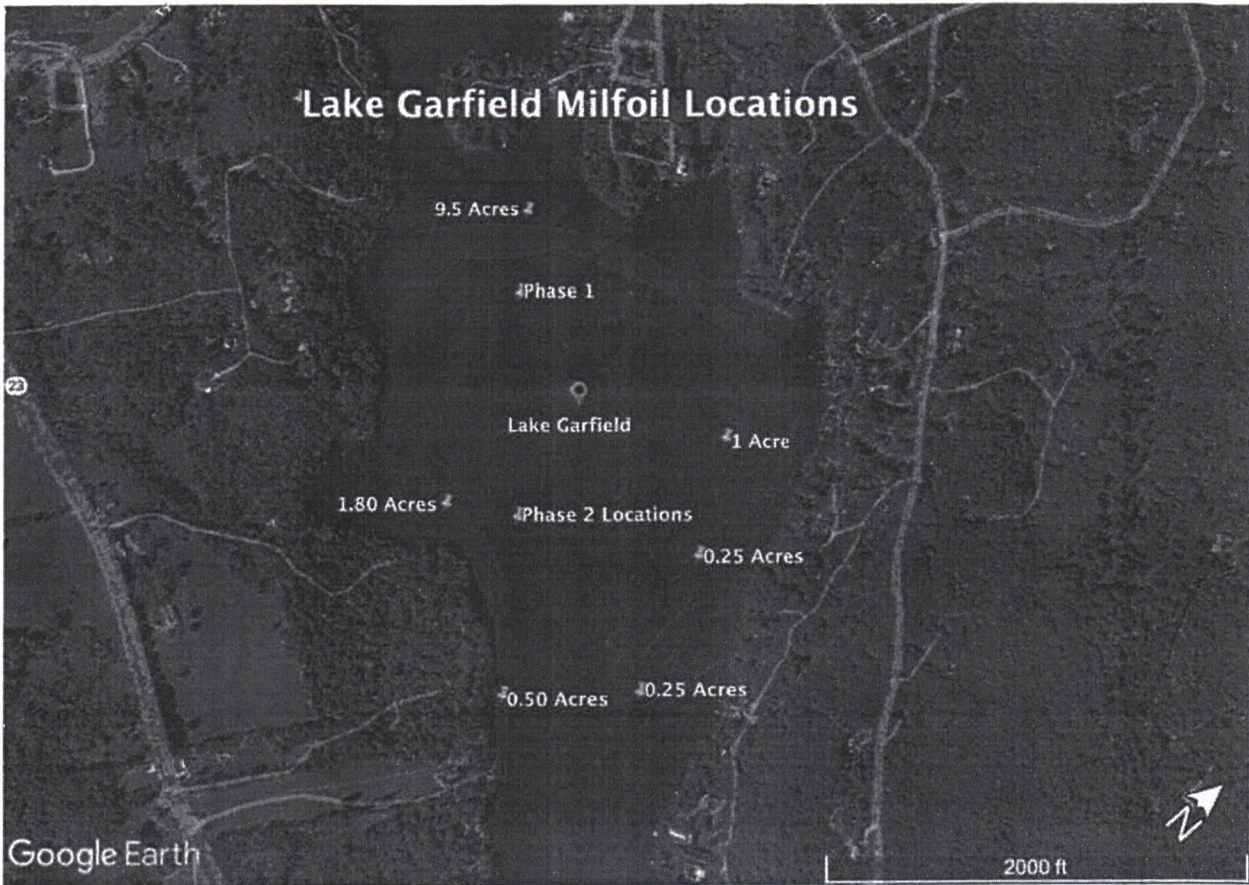
Monterey Conservation Commission - Notice of Intent 230-0300 - Order of Conditions

Attachment Lake Garfield Milfoil Locations indicating Phase 1 and Phase 2 Areas in Lake Garfield

Cost Proposal submitted by New England Aquatics

Print and Sign Name

Figure 1



**Certificate of Non-Collusion**

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.

Signature of individual submitting bid or proposal

New England Aquatic Services

Name of business