

TOWN OF DEDHAM



INVITAION FOR BID

Routine & Emergency Tree Trimming & Removal

Contract Number #23DPW002

Addendum Date: Monday November 21, 2022

Original IFB Release Date: Monday, November 7, 2022

Bids Due Date: Thursday, December 1, 202 by 1:00 PM EST

Amendments to IFB:

Page 2: Procurement Overview:

When and Where Bids are Due was changed from Thursday November 10th, 2022, to Thursday December 1st, 2022 at 1:00 PM.

The date changes to reflect the correct bid opening date happening Thursday December 1st, 2022 at 1:00 PM

Page 3: Legal Notice:

The wording was changed to reflect that the Town of Dedham issued an Invitation for Bid NOT a Request for Proposal. The letters "RFP" were removed and changed with IFB.

Page 34, 35 and 26: Bid Form A: Bid Sheet

A calculation line was added into the bid sheet for sections 1, 2 and 3. Allowing for the bidder to write in the annual total for all three years per section.

A subtotal section for sections 1, 2 and 3 were added to allow the bidder to write in the annual total for all three years combined for all three sections.

Sincerely,

Rana Mana-Doerfer

Director of Procurement

PH: 781-751-9105

EM: rmanadoerfer@dedham-ma.gov

Pronouns: She/Her/Hers

Town of Dedham
Rana Mana-Doerfer
Director of Procurement



Department of Public Works
55 River Street
Dedham, MA 02026
FAX (781) 751-9159
Website: www.dedham-ma.gov

Routine & Emergency Tree Trimming & Removal

Invitation for Bid

23DPW002

Release Date	Monday November 7th, 2022
Pre-Bid Conference	No
Deadline for Questions	Monday November 21ST, 2022 @ 12:00 PM
Bids Due	Thursday December 1ST, 2022 @ 1:00 PM

Procurement Overview

Primary Contact (bid questions)	Rana Mana-Doerfer, Director of Procurement 781-751-9105
Contract Manager	Joseph M. Flanagan, Director of Public Works
Bid Package Available	Monday November 7 th , 2022 Information and details of bidding requirements may be obtained at the Town Manager's Office, 450 Washington St, Dedham, MA 02026, 3 rd floor for a \$50 non-refundable fee, or online at the Town's Website for FREE
Pre-Bid Meeting	None for this procurement
Bid Deposit	5% bid deposit is required as part of bid
Deadline for Written Questions	Monday November 21 st , 2022 @ 12:00 PM By Mail: 450 Washington St, Dedham, MA, 02026. Attn: Rana Mana-Doerfer By Email: procurement@dedham-ma.gov By Fax: 78-751-9330 All Question Will be Answered in a formal addendum
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's Webpage and emailed to all bidders on our recorded bidders list.
When and Where Bids are Due	Thursday December 1 st , 2022 @12:00 PM. Town Hall, 450 Washington St, Dedham, MA 02026.
Bid Opening	Thursday December 1 st , 2022 @ 1:00 PM Dedham Town Hall, Room 305, 3 rd Floor
Number of Required Copies	One (1) original, One (1) copy. Two (2) total
Contract Award	Award will be made within 30 business days upon Town Manager and Town Counsel Approval and Signature
Contract Length	This Agreement shall be for a term commencing upon execution of agreement and ending June 30 th , 2023. This agreement may be renewed or extended for up to 2 years, in one-year terms, at the sole discretion of the Town.
Upon Award of Contract	
Payment Bond	50% payment bond
Performance Bond	Not Required
Insurance Refer to Contract Terms	Insurance Refer to Contract Terms

LEGAL NOTICE TOWN OF DEDHAM INVITATION FOR BIDS

(Advertised in the Dedham Times issue of Friday November 4th, 2022)

(Advertised in Goods and Services Monday November 7th, 2022)

(Advertised in COMMBUYS Monday November 7th, 2022)

Town of Dedham
Invitation for Bid
Routine & Emergency Tree Trimming & Removal
23DPW002

The Town of Dedham is accepting sealed bids from qualified vendors to perform routine and emergency tree trimming, removal, & stump grinding. Copies of the Invitation for Bid (IFB) package will be available beginning Monday November 7th, 2022 online at the Town's web site <https://www.dedham-ma.gov/discover-dedham/bids-list> and will be available until submission deadline.

Please refer to the IFB for additional information. Sealed proposals must be submitted no later than 1:00 PM Thursday, December 1st, 2022 Rana Mana-Doerfer, Director of Procurement, Town Manager's Office- 3rd floor, 450 Washington St, Dedham, MA 02026

LATE BIDS WILL NOT BE CONSIDERED.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Leon I. Goodwin
Town Manager
November 2, 2022

SECTION 1: INTRODUCTION

INTRODUCTION

In accordance with M.G.L. c. [30 §39M](#) and M.G.L. c. [30B, §5](#), as may be amended, the Town of Dedham, through its Chief Procurement Officer, is issuing an Invitation for Bid (“IFB”) for Routine & Emergency Tree Trimming & Removal

This Agreement shall be for a term commencing upon execution of agreement and ending June 30th, 2023. This agreement may be renewed or extended for up to 2 years, in one-year terms, at the sole discretion of the Town.

ANTICIPATED IFB TIMETABLE

IFB issued	Monday, November 7 th , 2022.
Deadline for submitting questions	Monday November 21 st , 2022 @ 12:00 PM
Bids Due	Thursday December 1 st , 2022 @ 1:00 PM
Award of contract	January 2023

Rule for Award: The Town of Dedham will award the resulting contract to the responsive and responsible bidder with the lowest total bid price.

The Town of Dedham reserves the right to reject any or all bids and to waive any minor informalities. The award of this contract is subject to approval by the Town Manager and Town Counsel and is contingent on availability of funds.

SECTION 2.0: GENERAL INSTRUCTIONS AND CONDITIONS

1. Bid Open Date: Pursuant to M.G.L. c. [30 §39M](#) and M.G.L. c. [30B, §5](#), the Town of Dedham seeks bids from qualified vendors interested in providing Town-Wide Grass Cutting & Landscaping Services. for a one-year contract period. **Bidder shall submit one (1) original, and one (1) copy of their bid in a sealed envelope, properly labeled as “23DPW002 Routine & Emergency Tree Trimming & Removal.”**

Bids are due on or before Thursday, December 1st, 2022 @ 1:00 PM at the Town Manager’s Office. Late bids will not be considered.

2. Time for Award: The Chief Procurement Officer, after a recommendation from the initiating department head, shall review and award. An award of contract will be made within thirty (30) business days after the bid submission date or as soon as practicable thereafter. The time for award may be extended for up to thirty (30) business days by mutual agreement.

3. Addenda: If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having received the IFB package. If the Town issues any addenda to this IFB, each bidder shall acknowledge on the Price Bid Form the receipt of each addendum, by addendum number.

4. Questions concerning this IFB must ONLY be submitted in writing to Rana Mana-Doerfer, Director of Procurement before 12:00 PM Monday, November 21st, 2022. Questions may be emailed to procurement@dedham-ma.gov Or mailed to 450 Washington St, Dedham, MA, 02026. Attn: Rana Mana-Doerfer. Written responses will be emailed to all bidders on record as having received the IFB package.

The Town of Dedham has identified a sole point of contact with bidders for the purpose of this IFB. Any attempt to contact any other Town of Dedham employee or to circumvent these procedures in any manner may be grounds for disqualification of the bidder from the procurement process.

5. Modify Bid: All bids received by Dedham in response to this IFB shall be considered “firm” and may only be withdrawn as provided by [M.G.L. c.30, § 5\(f\)](#). A proposer may correct, modify, or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received in the Office of Procurement prior to the time and date set

6. Withdrawal of Bid: Once a bid is submitted and received by the Town for final consideration and comparison with other bids similarly submitted, the Bidder agrees that they may not and will not withdraw their bid within thirty (30) consecutive days after the actual date of opening bids.

7. Miscalculation of Bid Price: After the bid submission deadline, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident. Wherever there is a discrepancy between the bid price and the written words, the written word shall prevail.

in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.

8. Conditional Bid: Bids which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.

9. Conflict of Interest: It is prohibited for any bid to be submitted that would constitute a violation of the conflict-of-interest statute, M.G.L. chapter 268A.

10. IFB: This Invitation for Bid (IFB), with all of its terms and conditions, will be part of the contract.

11. Invoices & Reporting: Upon verification that the work has been completed, invoices must be sent to Town of Dedham, Department of Public Works, 55 Rivers St, Dedham MA 02026.

Each bill shall contain a cover sheet listing the broken-out labor and materials cost, and back-up documents including materials costs, and other relevant information. Invoices shall not be processed for payment until the above information is provided in a format acceptable to the Director of Public Works, or designee. Invoices for on-call services must specify the cost of labor, hours worked, and cost of materials for each project. Invoices shall be itemized by units and by location or project.

All invoices submitted in the manner stated above will be processed and forwarded to the Town Accountant for payment upon submission of an invoice and acceptance of the work by the Director of Public Works or their designated agent, provided the equipment, materials, supplies and/or services have been delivered, as directed and accepted by the Town of Dedham.

The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Prepayment is NOT allowed.

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

- Total number of hours worked (labor)
- Location of services performed: Building name, (e.g. Town Hall, Safety Bldg., etc.) if applicable, location address, Town department/division work was performed for
- Town purchase order number and/or bidder's quote number
- Detailed itemized cost of billing for services performed (labor, materials, supplies and related items)
- Copies of supplier invoices for materials, supplies, consumables, and related materials

Additional copies of invoices and all supporting documentation shall be provided upon request.

Invoices submitted for payment by the Contractor that does not list the above information will be rejected and not paid.

12. Evaluation of Bids: Bids will be evaluated in good faith and bidders are expected to bid in good faith on repairs and/or services that will be charged to the Town in order to successfully complete the repairs as needed. An eligible bidder is a bidder who has submitted a bid that conforms in all respects to the invitation for bids. A responsible bidder is a bidder who has the capability to perform fully the contract requirements and the integrity and reliability that assure good faith performance.

All bids submitted in response to this IFB will be evaluated in accordance with the provisions established under Massachusetts General Law Chapter 30b. Bidders will be required to adhere to the guidelines established under this statute.

13. Use of Trade Names: The use of a proprietary or trade name in any description of equipment, materials or supplies in this IFB is not intended to restrict this IFB to the

manufacturer or proprietor; instead, it is intended only to describe, by convenient reference to familiar products, the features or characteristics required by the Town of Dedham. Further, the use of any trademark in any description of equipment, materials or supplies does not constitute any endorsement of the product by the Town of Dedham.

Any item that is the equivalent, in style, quality dimensions and color, to the brand specified will be acceptable to the Town of Dedham. Items not marked on the cost bid form, as being equivalent shall be evaluated as being the item specified and be ordered as such, if an award is made. The Town of Dedham will be the sole judge as to the fitness of any equivalent item for the purpose intended in this bid.

14. References: Bidders shall provide the Town of Dedham with at least five references from clients of similar scope and size to this IFB. Bidders shall not list the Town of Dedham as a reference.

15. Rule for Award: A contract shall be awarded pursuant to M.G.L. Chapter 30b to the responsible and responsive bidder offering the lowest total bid price.

These specifications are in anticipation of funding. All contracts are voided if funds are not available.

In case a party to whom a Contract is awarded shall fail or neglect to execute the Contract within 10 days (Saturdays, Sundays and Holidays excluded), the Town may determine that the Bidder has abandoned the Contract and may award the contract to the next lowest bidder. THIS CLAUSE WILL BE STRICTLY ENFORCED.

16. Town's Rights: The Town of Dedham reserves the right to seek alternative quotes and execute an agreement, if needed, pursuant to proper procurement statutes for work covered under this IFB.

17. Town of Dedham Standard Contract: These specifications contain a copy of the Town of Dedham Standard Contract that the successful bidder will be required to sign upon notification of contract award. The Town of Dedham Standard Contract must be executed prior to the acceptance of any services.

18. Bid Deposit: Bidders must submit a five percent (5%) bid deposit with their bid. The bid deposit must be in the form of a bid bond issued by a surety company certified to do business in the Commonwealth of Massachusetts; a certified treasurer's or cashier's check drawn on a responsible bank or trust company payable to the Town of Dedham.

19. Prevailing Wage Requirements: The state prevailing wage law, MGL Chapter 149, Section 27B requires contractors and subcontractors to submit certified payroll records to the Town. Contractors and subcontractors must submit weekly payroll records either by (1) first class mail, or (2) electronic mail. Furthermore, every weekly submittal of payroll records must contain a signed statement by the employer that indicates (1) that the records are correct, and (2) the rate of wages that each worker receives. Please feel free to contact the Department of Labor Standards at (617) 626-6953 if you have any questions. Questions about enforcement of the prevailing wage law may be directed to the Attorney General's Fair Labor and Business Practices Division at (617)727-3465.

20. Payment & Performance Bond Requirements:

Labor and Materials Bond (Payment Bond)

Pursuant to M.G.L. c. 149, § 29, the Contractor shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, in an amount of one half of the total Contract price for payment for labor performed or furnished and materials used or employed therein, when the Contract is executed. The payment bond shall be on the form provided by the Town. It is distinctly agreed and understood that any changes made in the drawings and specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the Owner to the Contractor, shall in no way void, release or affect the liability and surety on the bond given by the Contractor.

A performance bond is not required.

21. DCAMM Certification Requirements: DCAM Certification as a General Contractor for this project is not required.

22. OSHA Requirement: The bidder certifies that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee (Chapter 306 of the Acts of 2004).

No contract will be issued to a vendor without proof of OSHA certification pursuant to M.G.L. c. 149, §44A.

23. General Safety, Licenses, & Performance:

The contractor's personnel working on this project must hold all necessary licenses and permits to perform the work required under this contract as required by the Town of Dedham under the Commonwealth of Massachusetts regulations.

The contractor must submit the names and all qualifying materials of the site supervisor that will be assigned to this project. All work will be done in accordance with applicable industry standards, codes, and regulations, and/or manufacturer's specifications. Contractor is responsible for providing adequate safety measures during work to ensure protection of life and property.

Any Town buildings, grounds and surrounding property damaged by the selected contractor will be restored to its original state, at the cost of the selected contractor. The contractor shall be informed that there is a thirty (30) day cancellation clause in this contract for improper service.

Complaints not rectified within a reasonable length of time from day of notice as determined by the Town may cause the Town to notify the contractor by registered or certified mail that the contract will be cancelled thirty (30) days from the date of the letter.

Any defective workmanship shown to be caused by improper or faulty installation shall cause the Contractor to correct, repair and/or replace all material and labor at no cost to the Town. The Contractor will warrant that all workmanship shall be first class and shall be performed by persons qualified and licensed in their respective trades.

Any additional work that is performed beyond this agreement must be approved by the appropriate Town authority. The absence of approval from the appropriate Town authority will be considered a violation of the contract.

24. Insurance: Insurance Certificates indicating coverage for general liability, property damage, and workers' compensation as outlined in Sample Agreement available online and must include the Town of Dedham as additionally insured (at time of award). The selected bidder shall take out and maintain during the life of this contract Workers' Compensation Insurance for all employees employed on the site of this project, 23DPW002 in a manner and to the extent provided by Chapter 152 of the General Laws, and shall provide the Town with written evidence showing compliance with this statute at the time of award. The selected Bidder shall indemnify and save the Town harmless from and against all claims, suits, damages, and outlays resulting from or by reason of loss, damage or injury of or to any person or property, wherever located which shall be caused by any action or operation under this agreement

25. Permits, Fees, and Notices: The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor shall coordinate all efforts required to obtain these permits unless otherwise directed in writing by the Town. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the performance of the Work. The Town will not honor any request for payment of permits.

26. Change Orders: A change order may be issued by the Town of Dedham for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1)

the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Town of Dedham-furnished facilities, equipment, materials, services, or Site; or (4) the schedule for performance of the Work. The Contractor shall immediately perform any change order work that is ordered in writing by the Town.

The Town is not obligated to pay for change orders that are not approved in writing by the Town Manager.

27. Orders: Verbal Orders are not binding on the Town of Dedham and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of Town Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the Town. Purchase Orders issued by the Town to pay for goods or services shall be made part of the contract.

28. Examination of Premises: -RESERVED- Not Applicable.

29. Quality of Workmanship: Fully qualified, OSHA certified, skilled personnel must do all work in a thorough workmanlike manner. The Contractor shall be fully qualified to perform repairs and maintenance to all elevator units and related work. The Town of Dedham reserves the right to judge on the quality of workmanship of those bidding based on prior work performed and/or reference checks. Quality of workmanship and references will be a determining factor when awarding this bid.

30. Experience:

- All bidders must furnish proof of a minimum of three (3) continuous years in business.
- All bidders must provide owner contact information for five (5) projects of similar nature and scope completed within the last five (5) years.
- All employees scheduled to work on any Town property must be properly licensed. The Town reserves the right to request license information from all employees performing services on Town property.

31. Laws and Regulations: The Contractor shall comply with all Federal, State and Local Ordinances and Regulations governing the type of work indicated in these specifications.

32. Removal of Debris: The Contractor will remove all debris and dispose of in accordance with all applicable laws, after work is completed

Quantities: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Vendor shall have no claim for additional compensation, or refuse to do the work

called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

Standards and Definitions

All Tree Maintenance and Removal Activities shall conform to the following:

- American National Standards Institute (ANSI): Standard A300-Current edition, Standard Practices for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance
- American National Standards Institute (ANSI): Standard Z-133.1.-Current edition, Safety Requirements for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush
- All other applicable Occupational Safety and Health Administration (OSHA) standards, and state and local regulations.
- American National Standards Institute- (ANSI) is the private, non-profit organization that administers the safety and maintenance regulations for the Tree Care Industry.
- Contract Supervisor- the individual or designated representative responsible for ensuring the requirements of this contract are adhered to.
- D.B.H.- Diameter at breast height. The location on a tree 4.5 feet above ground where the diameter of the tree is measured. Diameter will be measured to the nearest full inch.
- Occupational Safety & Health Administration- (OSHA) is the Federal agency responsible for insuring worker safety.
- Standard Work Hours- shall be Monday through Friday from 7:00 AM to 3:00 PM.
- Overtime Work Hours- shall be any work which the Town requests the Contractor to commence or perform between 3:00 PM and 7:00 AM Monday through Friday, and anytime on Saturday, Sunday or Federal Holidays.
- Crew Leader – The lead individual on all two person or greater crews. The Crew Leader must have five years of aerial bucket truck, tree removal experience and general vegetation management experience. Must possess a valid operator's license to operate the equipment they are using.
- Ground person(s) – The individual(s) responsible for assisting the Crew Leader during all tree operations. The Ground person must have prior experience in assisting in tree removal and general vegetation management experience. Must

possess a valid driver's license and have the required skills to operate the vehicle they are assigned to.

- Log Loader operator – The individual responsible for operating any required Log loaders or equivalent truck. Must have experience in the use and safe operation of the Log Loader. Must possess a valid Commercial driver's license and any other licenses required by the State of Massachusetts.
- Stump- The portion of the tree attached to the roots after the trunk is cut typically located between the trunk and ground.
- Trunk/butt- the main stem of a tree apart from limbs and roots typically located between the crown of the tree and the stump and roots.
- Crown- head of foliage of a tree or shrub consisting of branches typically located at the upper portion of the trunk.
- Branches- the woody structures of a tree connected to the trunk

SECTION 2.1: REJECTION OF BIDS

The Town of Dedham reserves the right to reject any and all bids received in response to this IFB. The Town also reserves the right to waive what it may consider minor informalities with bids submitted. A bidder's bid may be rejected if the bidder:

1. Fails to adhere to one or more of the provisions established in this IFB.
2. Fails to submit its bid at the time and in the format specified herein or to supply the minimum information requested.
3. Fails to meet unconditionally or is unable to demonstrate competence to meet the mandatory technical and business specifications required by this IFB.
4. Fails to submit its bid to the required address on or before the deadline date established by the Transmittal Letter.
5. Fails to submit any of the following: Certificate of Authority, Tax Compliance, Non-Collusion, W9, as specified in this IFB.
6. Misrepresents its products or provides demonstrably false information in its bid or fails to provide material information.
7. Fails to sign the Form for General Bid.
8. Fails to submit the required 5% Bid Bond at the time of bid opening.
9. Does not meet some or any of the Quality Requirements as required in this IFB.

SECTION 2.2: FORM AND STRUCTURE OF BID

One complete original and one copy of the bid must be submitted in a sealed envelope and labeled as follows: 23DPW002 Routine & Emergency Tree Trimming & Removal To be considered a complete bid, bidders must include all the following in their submittal.

The bid must be organized in the following manner:

23DPW002 Routine & Emergency Tree Trimming & Removal

The bid is to be submitted and addressed as follows:

Director of Procurement
Dedham Town Hall
3rd Floor, Suite 322
450 Washington St,
Dedham, MA 02026

The bid is to be clearly marked IFB 23DPW002 Routine & Emergency Tree Trimming & Removal

1. Bidder must acknowledge all addenda related to this IFB, if any.
2. Bidder has completed, signed, and enclosed the Bid Form A: Bid Price Form or an exact copy.
3. Bidder has completed, signed, and enclosed the Bid Form B: Bidder Information Response form.
4. Bidder has completed, signed, and enclosed the Bid Form C: Certificate of Compliance with Massachusetts Tax Laws or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
5. Bidder has completed, signed, and enclosed the Bid Form D: Non-Collusion
6. Bidder has completed, signed, and enclosed the Bid Form E: Non-Debarment.
7. Bidder has completed, signed, and enclosed the Bid Form F: Certificate of OSHA Training.
8. Bidder has provided at least five (5) references on the Bid Form G: Professional Reference Form Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package).
9. Bidder must submit a completed Bid Form H: Certificate of Authority (attached) or Corporate Resolution; if applicable.
10. Bidder has completed, signed, and enclosed the Bid Form I: Certificate of Good Faith.
11. Bids must be received, and time stamped no later than the deadline stated in the Procurement Schedule (Where and When Bids are Due).
LATE BIDS WILL NOT BE CONSIDERED.
12. A Bid Deposit is required.
13. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be at the sole responsibility of the Bidder.
14. Any additional requirements as required in the Scope of Service.

23DPW002 Routine & Emergency Tree Trimming & Removal

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

SECTION 3: SPECIFICATIONS FOR Routine & Emergency Tree Trimming & Removal

3.1 SCOPE

The Town of Dedham invites sealed bids for routine and emergency tree trimming & removal services. Work under this contract will consist of is not limited to the following: Vendors are invited to submit sealed bids to perform tree and woody debris management, removal, disposal, and support services in relation to all Town owned trees and property in Dedham, Massachusetts. Work under this contract shall consist of furnishing all labor, materials, and equipment required to accomplish scheduled, urgent, and emergency services. Traffic management, work zone safety, materials, equipment, and disposal of debris obtained in the course of the work are the responsibility of the Contractor. Work during the night may be required. All work shall be performed under the direction of the Director of Public Works in their capacity as Tree Warden.

The purpose of this procurement is for the Town of Dedham to contract with a qualified Tree Service Company who is capable of performing various routine & emergency Tree Removal, Tree Pruning and Stump Grinding services at any time when the Department does not have the available resources to do so. The types of services to be covered include, but are not limited to furnishing all vehicles, labor, materials, fuel, equipment and incidentals required as specified herein. The work will include all associated tree removal, tree pruning and stump grinding services as needed. Work may be performed as planned maintenance or on an as-needed emergency basis. The contractor will need to perform as-needed emergency work within four (4) hours of receiving notice by DPW staff.

The contractor will be required to dispose of all trees, logs and woods chips, and stump grindings at their own expense. The successful bidder must adhere to all local, state, and federal firewood, lumber, and other woody plant materials quarantines. The removal of public shade trees within a public way or on the boundaries thereof shall be removed in accordance with Massachusetts General Laws Chapter 87: Public Shade Trees.

A one (1) year contract term commencing upon signature of the contract through June 30th, 2023, with two additional one-year options at the sole discretion of the Town from July 1, 2023 – June 30th, 2024, and July 1, 2024 – June 30th, 2025 respectively

The Town reserves the right to request a price quote for services prior to the start of work. Should a price quote be requested, successful bidder(s) shall present price quote for approval and acceptance by the Town's designated representative. All related warranty information or Material Safety and Data Sheet ("MSDS") information shall be included as part of the any/all price quote package. If not included in the price quote package, no additional costs or fees, including but not limited to, fuel surcharges, freight & handling, travel, etc., shall be assessed or billed to the Town by the bidder.

The frequency and volume of work under this contract will fluctuate throughout the year as work volume and budget allows. The primary purpose of this contract is to address down trees, parts of trees, and the associated debris on an emergency and urgent basis. The Town may also schedule work outside of emergency situations. The Town retains the right to schedule work as it deems necessary depending on need and funding.

The scope of the contract shall also include work required in emergencies at any time on a twenty-four hour per day, seven days per week basis to protect the public and to facilitate the restoration of essential public services including, but not limited to, highway travel, electrical service or any other work as deemed necessary by the Director of Public Works.

The scope of the contract also includes response to weather related emergency conditions both during and after a weather event. The awarded vendor must be capable of providing all the crews as required under the Emergency Response Requirements section.

Work under this contract shall also include the removal of trees and tree pruning not resulting from emergency situations as directed by the Town.

The Town also retains the right to utilize its own workforce to address all aspects of this contract as well as work with additional outside vendors when the Town determines it is in the best interest of the Town.

Contract WILL ONLY BE AWARDED to a Vendor that meets the minimum requirements of this scope of work. This includes but is not limited to the following:

- ▶ Vendor must own at least 1 Forestry Style Aerial Bucket Trucks (per specifications)
- ▶ Vendor must own at least 2 Log Trucks (per specifications)
- ▶ Vendor must own or lease at least 3 Cranes (per specifications)
- ▶ Vendor must own or lease at least 2 Stump Grinders (per specifications)
- ▶ Vendor must own or lease at least 4 Chippers (per specifications)

- ▶ Vendor must own or lease at least 4 Dump Trucks (per specifications)

3.2 Powers and Duties of Director

- For the purposes of this contract, the Town of Dedham is acting through its Director of Public Works who, by delegation and local ordinance, has control over and is responsible for the care and removal of all trees on Town property. The Director also performs the function of Tree Warden, in accordance with the Massachusetts General Laws, Chapter 87 entitled “Shade Trees”, has authority over, control and supervision of all trees which now or which may hereafter exist upon any public street or highway in this Town, and over all trees which exist upon any private property in this Town, when such trees are in such hazardous condition as to affect adversely the public health, safety, and welfare. The term Director shall mean Director of Public Works and his/her designee.
- This contract shall apply to work on all trees located on Town land, all public shade trees, and all trees on private land, which the Director may remove in his/her capacity as Tree Warden.
- In the exercise of all or any of the powers herein granted, the Tree Warden shall have the authority to delegate all or any part of his/her powers and duties with respect to the supervision and control of this contract to his/her subordinates and assistants in the employ of the Town of Dedham as he/she may determine.
- The Director may designate a “Contract Supervisor” from within the subordinates and assistants in the employ of the Public Works Department.

3.3 Contract Value

- All bids shall be based on the quantities set forth on the Bid Form. These quantities shall be used as a basis for the comparison of the bidders’ proposals, and for determining an estimated annual contract value.
- While the quantities are based on the Town’s best estimates of work to be performed during the term of this contract, the Town reserves the right to increase or diminish the amount of any class or portion of the actual work in accordance with its actual requirements without change of price per unit.
- Nothing herein shall be construed as a guarantee of the quantity of work to be performed under this contract and the Contractor will be paid only for work actually performed pursuant to the contract.

3.4 Qualification of Bidders

Bidding on this contract shall be limited to individuals, companies, partnerships, and corporations actively engaged in the field of arboriculture.

Bidders shall have a minimum of five years of emergency tree work and tree debris management experience for a municipality with greater than 200 miles of road. PROOF IS REQUIRED AT TIME OF BIDDING.

Bidder shall provide a list of all vehicles and equipment they own that will be available for use during the contract. This list shall include make, model, year, and SHALL BE PROVIDED AT THE TIME OF BID SUBMITTAL.

Bidder must own a minimum 1 Forestry style aerial bucket trucks and own a minimum 2 enclosed Log Trucks. These trucks must be normally housed within 25 miles of the Town of Dedham Massachusetts. Proof is required at time of bidding.

Bidders shall have a minimum of three years of tree removal and tree maintenance experience. Proof is required at time of bidding.

Bidders shall be required to provide evidence of successful performance of contracts within the past five years similar in scope and size to specifications called for in this contract.

Bidders shall demonstrate competence, experience, and financial capability to carry out the full terms of this contract.

Bidders shall be required to demonstrate to the satisfaction of the Town as a condition of contract award that they possess vehicles and equipment sufficient for the successful performance of this contract and which substantially meets the specifications as set forth in this document.

The Town reserves the right, prior to the award of this contract, and any other time during the contract to inspect the serviceability of any and all equipment, which will be used by the Contractor for work, called for in terms of this contract.

3.5 Liquidated Damages

The Town shall be entitled to assess liquidated damages against the Contractor for its failure to properly and completely remove trees or parts of trees as assigned. The contractor agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by Dedham in the event the Contractor fails to properly remove any part of the tree, and fails to thoroughly clean the site of the debris generated during the tree removal operation. The liquidated

damages are \$500 for each violation. The Town shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the Contractor as a credit or set-off of such amount.

3.6 General Standards

The Contractor's work shall be done in a competent, professional, proficient manner and performance thereof and all materials and facilities furnished by him shall be to the satisfaction of the Director.

All work areas shall be kept in such a manner so as to cause as little inconvenience as possible to the general public and adjacent property owners. When it is necessary to close pedestrian walks, vehicular traffic lanes or private access roads and drives, the Contractor shall provide personnel. Barricades, warning signs, cones, flags or other means required by governing rules and ordinances, along with notifying the affected property owner or resident. Driveways are not to be blocked with debris at any time.

In the event the Town's Contract Supervisor determines that a police detail is required during the performance of work under this contract, the Town shall arrange for said detail, the cost of which will be borne by the Town. The Town shall have sole discretion to determine when a police detail is required.

The Contractor is required to maintain all work areas in a safe fashion, especially during times when a police detail is not required. The Contractor will set up all necessary caution signs, high visibility flags, traffic cones, etc., at all times while working in the Town.

All wood, brush and debris must be disposed of properly and in compliance with the requirements as pursuant to the provisions contained herein. Any wood left must not block vehicular or pedestrian traffic, and/or access to homes, or other private or public property (except as otherwise directed by the Contract Supervisor).

The Contractor shall carefully protect against damage to all existing trees and plants. The contractor shall be liable for any and all damage to such trees, plants, real property and vehicles, and shall replace, repair, restore or provide for returning the same to their original condition, to the satisfaction of the Contract Supervisor.

3.7 Requirements Regarding Private Property

The normal access to a job site shall be along public roadways. Should work require the Contractor to place equipment and/or personnel on private property, the

Contractor shall obtain the property owner's permission in writing and shall notify the Contract Supervisor prior to the work. The Contract Supervisor may provide a permission/indemnification form to be used for this purpose.

The Contractor shall be required to deal directly with private citizens with respect to repairing and/or replacing damaged bushes, shrubs, and other damage to private property that may be caused by the Contractor in connection with work performed pursuant to this contract. A report in writing concerning such damage and action taken to correct the damages shall be given to the Director of the Public Works Department if requested by the Director.

The Contractor shall respond to the Director within 24 hours in regard to all complaints of damage to private property alleged to have been caused by work performed by the Contractor. In case of such damage, the Contractor shall be required to make arrangements with the homeowner to remedy the damage. The Contractor shall make or effectuate any such repairs within thirty (30) days of the date of the damage, or within such additional times as agreed in writing between the Contractor and homeowner.

In order to assist the Town in the processing of claims for property damage, the Contractor shall be, at the Town's discretion, required to prepare a written report, on a form to be provided by the Director of Public Works, as to the condition of the tree in each instance when the Contractor removes a tree and/or limb which has damaged private property including automobiles and damage to residential and commercial property.

The Contractor shall provide written reports and respond to requests by the Director related to investigations of claims against the Town for property damage and personal injuries claimed to be caused by incidents of falling trees or limbs including, wherever possible, reports of damage caused by trees that fall during storm conditions.

3.8 Equipment Requirements

- Equipment used by the contractor in the performance of this contract must substantially meet or exceed the following specifications and requirements:
 - Forestry Style Aerial Bucket Truck:
 - Aerial bucket truck equipped with dumping chip body.
 - Minimum working height, 75 feet verified by lift serial number.
 - Minimum horizontal side reach, 45 feet with full continuous rotation.
 - Single fiberglass basket, minimum 300 lbs. polyethylene basket liner.

- 12 cubic yard dumping chip body
- Tow hitch capable of towing specified chipper
- Must be insulated and have the dielectric test required annually.
- Contractor must own at least 1 of these trucks.
- These trucks must be available to the Town on request and be typically parked no further than 12 road miles from Dedham MA.
- Chippers
 - one each 15 inch diameter/140hp, 18 inch diameter/140hp/ 20 inch diameter/400hp, 30 inch diameter/500hp
 - Contractor must own at least 4 of these chippers one at each specification
 - These chippers must be available to the Town on request and be typically parked no further than 12 road miles from Dedham MA.
- Log Truck
 - Must be mounted on a rubber tire vehicle with a minimum of 10 tires and have a minimum GVWR of 72,000 pounds.
 - Minimum reach of 24 feet.
 - Travel height not to exceed 13 feet 6 inches
 - Log Loader vehicles must have a solid steel frame enclosure body compartment that is open on top and enclosed on all other sides
 - The vehicle shall be equipped with the necessary lights, including emergency flashing lights for maximum visibility, etc.
 - Must meet or exceed all State & Federal department of transportation requirements in reference to the over the road use of a Log Loader vehicle.
 - Must meet or exceed all OSHA safety standards.
 - Must have wheel chocks. Must have the latest safety features, safety guards, caution/warning information. Etc. in reference to a Log Loader vehicle.
 - Body must be a minimum of 55 cubic yards.
 - Contractor must own at least 2 of these trucks.

- These trucks must be available to the Town on request and be typically parked no further than 12 road miles from Dedham MA.
- Cranes
 - Minimum of one each 40 ton, 45 ton, 65 ton
 - Minimum of 120 feet of crane extension
 - 360 degree working area
 - Mounted on suitable, truck with minimum GVWR of 52,000 pounds. Must meet all State, local and Federal requirements for use on public roadways
 - The contractor must own or lease at least 3 (one at each specification) and must be available to Town on request
- Dump Trucks
 - 3 Ten-wheel dump trucks, 1 6 Wheel dump truck.
 - Solid steel frame enclosure body compartment that is open on top and an opening located in the back. Minimum of 3 cubic yards.
 - The dump body must be equipped with a hoist.
 - Tow hitches capable of towing specified chipper or stump grinder
 - The Contractor must own or lease at least 4 (four) of these trucks per specifications must be available to Town on request
- Stump Grinders
 - Minimum 2 grinders 70 horsepower
 - Wheel cut above ground minimum of 20 inches
 - Wheel cut below ground minimum of 20 inches
- Skid-Steer Loader
 - Minimum 45 Horsepower motor
 - Minimum Operating of 1300 pounds
 - Rubber Tires (4)
 - Approximate width 60 inches
 - Approximate height 70 to 80 inches

- Equipped with general purpose bucket
 - Item includes vehicle for towing.
 - Contractor must own or lease at least 1 and must be available to Town on request
- All vehicles and equipment used by the contractor shall comply with safety standards established by the Department of Transportation in the State they are registered pertaining to the operation and transportation of equipment on public and private ways.
- Unless otherwise noted all vehicles must be equipped with chainsaws, pole saws, gas pole saws, gas blowers, hand brooms, rakes, shovels climbing equipment, rigging equipment and other equipment commonly utilized in tree removal and other tree maintenance activities. On the first day of work the Town will request that the contractor display all these items to the Contract supervisor to insure they are on the truck. Missing items are required to be placed on the truck within 24 hours of notification from the Town. At any time during the duration of the contract these items are missing or working improperly the Town will require they be replaced within 24 hours of notification. Periodically the Town will inspect the trucks for this equipment.
- All crews must be equipped with cellular phones to facilitate direct communication between the Contract Supervisor and the work crews. The cell phone shall be equipped with a voice mail function.
- All equipment used at any time during the term of the contract shall be no older than 10 years, unless authorized by the Town.
- The Contractor's vehicles and equipment shall at all times be clean and in good repair and kept in a sanitary condition.
- The Contractor shall be aware that the Town does not currently have parking available for any equipment. Should the Contractor require parking for its vehicles or personnel it will be up to the Contractor to find and pay for this parking.
- The Contractor shall hold harmless and indemnify the Town for all claims, including, but not limited to, claims for property damage and liability in connection with the parking of vehicles.
- The Contractor shall notify the Town immediately if any equipment is out of service and promptly notify the Town once the equipment is back in service. The Contractor shall use all due diligence to promptly effect repairs to out of service equipment and/or to secure alternate equipment if necessary to effectively perform the work of this contract.

- At the discretion of the Contract Supervisor, if equipment failures, breakdowns or other related problems occur that are jeopardizing the execution of this contract the Town will require the failed equipment be replaced. Failure to replace the equipment may result in the contract being terminated.
- The Contractor shall not allow any operator to leave any vehicles/equipment unattended with the motor running.
- All employees or agents of the Contractor who are assigned to drive in or operate vehicles shall at all times possess and carry valid vehicle/operator's licenses, as applicable which are required for the operation of such vehicles.

3.9 Personnel Requirements

The Contractor shall supply sufficient personnel to perform the work in accordance with the applicable specifications and conditions listed herein. The Contractor shall employ only qualified, competent personnel to do the work; and whenever the Town shall notify the Contractor in writing, that a person in charge of, or on the work site, is incompetent, unfaithful, disorderly, unsafe, under the influence of liquor and/or drugs, using insolent or improper language or is otherwise unsatisfactory in any manner, or not employed in accordance with the provisions of this contract, such persons shall no longer be assigned by the Contractor to perform work called for under the terms of this contract. The Contractor is responsible for administering any drug/ alcohol testing of his employees as required by State and Federal agencies. The Contractor must inform the Town with proper documentation that such random testing was performed.

All Crew members are to report for work promptly. Failure to show up on time may result in the Town not providing work for the crew and not paying the crew for work that day. If a crew member or members repeatedly show up late for work the Town may ask for new personnel. Repeated and frequently late crews may result in termination of the contract. The Town will not tolerate late workers or work crews.

All Contractor personnel shall be dressed and be provided by the Contractor suitable work and safety clothing at all times. Clothing must contain the Contractor's name and logo making them identifiable to the public.

The Contractor shall provide their employees with all safety belts, helmets, eye and hearing protection and any other equipment defined as safety items by OSHA and ANSI.

Each worker shall be experienced and highly qualified with necessary tree work skills to successfully complete this contract, including the ability and training to perform aerial rescue. Said skills shall also include worker safety and ability to be in compliance with current OSHA and ANSI standards.

All bidders and work crews shall be qualified to work in or near any and all high voltage electrical, cable, and telephone transmission power lines. All crew members working near overhead utility lines must have completed E.H.A.P. (Electrical Hazard Awareness Program).

In the event that the Contractor and/or his employees are found to be in violation of applicable safety requirements, the Contractor will be so notified by the Contract Supervisor or persons designated by him and said person(s) may order that work be stopped until any and all such violations are corrected.

The Contractor and his employees shall at all times conduct themselves in an appropriate manner. The Town expects that all employees of the Contractor will interact with the public in a polite and professional manor. If the Contractor or his employees are not able to answer a question or satisfy a citizen request, then the Contractor shall refer the citizen to the Contract Supervisor as well as contact the Contract Supervisor right away.

3.10 Crew Requirements

Whenever the Town requests a work crew we will request that they fall into one of the following categories. The Town will notify the Contractor which crew type is being requested.

Aerial Bucket Truck Crew – Crew of workers who are assigned to be in Dedham as requested by the Town. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with an Insulated Forestry Style Aerial Bucket Truck and Chipper. This crew shall be equipped with chainsaws, pole saws, hand saw, hand loppers, gas pole saws, gas blowers, hand brooms, rakes, shovels, rigging equipment and other equipment commonly utilized in tree removal and other tree maintenance activities. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.

Log Loader Crew – The Log Loader Crew shall consist of ONE individual worker possessing a valid commercial driver's license and all other required licenses and permits to operate a log loader. This crew shall be equipped with a Log Loader. This crew shall be equipped with chainsaws and other equipment commonly utilized in log loader operations. The Log loader crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.

Chip Truck Crew – The Chip Truck Crew shall consist of TWO individual workers possessing a valid driver's license for assigned equipment. This crew shall be equipped with a Chip Truck with a chipper. This crew shall be equipped with

chainsaws, pole saws, gas pole saws, gas blowers, hand brooms, rakes shovels, other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities.

Dump Truck Crew – The Dump Truck Crew shall consist of ONE individual worker possessing a valid driver’s license. This crew shall be equipped with a Dump Truck. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes shovels, other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities.

Stump Removal Crew –The Stump Removal crew shall consist of TWO individual workers, a Dump Truck, a Stump Grinder, rakes, shovels, brooms, gas blowers, chain saw and other equipment commonly required for stump grinding. Both personnel shall possess a valid driver’s license and be qualified to operate the stump grinder. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.

Crane Crew – The Crane Crew Shall consist ONE individual worker possessing a valid commercial driver’s license and all other required licenses and permits to operate a crane. This crew shall be equipped with a Crane and all other roping and rigging devices required for doing tree work with cranes. The crane crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.

Skid Steer Loader Crew – Shall consist of ONE individual worker possessing a valid operator’s license to operate a skid steer loader and the vehicle used to tow the equipment. This crew shall consist of one skid steer loader, one trailer capable of caring the skid steer loader, and one truck capable of towing the skid steer loader and trailer. This crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.

Supplemental Crew Member – A Supplemental Crew Member is one individual worker possessing a valid driver’s license. At the Town’s discretion they may add additional crew members to any other crew. This person may be required to perform all manners of tree maintenance, tree emergency work and vegetation management. This individual may also be assigned to work with an existing Town staff tree crew.

3.11 Emergency Response Requirements

Whenever the Town determines that damaged tree(s), fallen tree(s), and significant weather event(s) requires an emergency response the Contractor will be required to provide equipment and personnel as outlined in this section on a 24 hour per day, 7 day

per week basis. All crew(s) must arrive at its designated check-in point, as directed by the Contract Supervisor, within the time frame, outlined in this section, of being called and must be ready to begin operations upon arrival. All trucks are to be completely empty of all tree debris, wood chips, logs and branches and have a full tank of fuel.

The contractor will not be paid for the time required for crew and equipment to travel to the check in point without the prior authorization of the Contract Supervisor.

When requesting crews the Contract Supervisor will notify the Contractor exactly what equipment, crews and pay rates apply. The Contractor is required to provide exactly what the Contract Supervisor requests as outlined in this contract's specifications. Any deviation or a substitution of equipment is at the sole discretion of the Contract Supervisor. Payment for any substitutions will be based on the requested equipment.

The Contractor shall be required to provide the Town the following number of Aerial Bucket Truck Crews within the outlined time frames ready to work as outlined in this contract.

One Aerial Bucket Truck Crews within one hour of being called.

The Contractor shall be required to provide the Town the following number of Log Loader Crews within the outlined time frames ready to work as outlined in this contract.

Two Log Loader Crews within one hour of being called.

In the event the Contract Supervisor determines that inclement weather conditions will create a likelihood of tree damage, he/she may require the contractor to place one or more crews, with required equipment, on standby status. Standby status shall mean that crew and equipment have been dispatched to a designated location within Dedham and are available for immediate deployment if necessary. Additional crews and equipment will be supplied if requested by the Town based on the anticipated severity of the storm. Crews will be expected to remain in Dedham on standby status for the duration of the weather event and will be required to respond to any and all work in reference to weather related damage or a pending weather event. Crews will be required to remain in Dedham until authorized to leave the Town by the Contract Supervisor.

For purposes of emergency dispatch, the Contractor shall maintain a system whereby the Town can contact an employee of the Contractor at a specified telephone number 24 hours per day 7 days a week. The Contractor must supply at least one telephone number to the Town for this purpose. A telephone answering machine, voice mail or other automated service shall not be an acceptable system for this purpose. When the

usual contact person or number will not be available the Contractor shall provide a back-up person and phone number.

The Town of Dedham will guarantee the Contractor payment for a minimum of three (3) hours per crew/equipment called in when equipment is not already performing work for the Town.

The Contract Supervisor reserves the right to impose different or additional requirements for response by the Contractor during emergency situations as public safety may require.

The contractor will be paid at the Overtime Work Hours Rate for any crew and equipment supplied on an emergency basis outside the Standard Working Hours.

The Town may request that the Contractor provide an individual or individuals to assist the Town in managing all emergency related activities. This person shall take direction from the Town and assist in many different administrative capacities and duties. The Contractor shall provide this person with suitable transportation at no additional charge to the Town.

The Town of Dedham reserves the right to call in additional contractors or use its own workforce during emergency conditions as needed or at any other time as deemed necessary by the Contract Supervisor.

Removal and Disposal of Tree and Woody Vegetation Debris

The Contractor shall be responsible for the immediate removal of all debris resulting from the work at each job site. Each job site is to be left in a condition equal to that which existed prior to the execution of the work order.

The Contractor shall be solely responsible for the disposal of ALL tree debris unless otherwise directed by the Town. There shall be no additional cost to the Town for the disposal of the debris generated during normal hourly work. This does not include debris generated in conjunction with a large magnitude emergency event as determined by the Town.

The Town will not pay the hourly crew rate for the time it takes to travel to the dumping location, time it takes to dump and the time to return back to the job site. Exceptions may be considered during emergencies and extenuating circumstances with prior approval by the Contract Supervisor.

The Town reserves the right to retain all debris, chips and wood from work completed on Town of Dedham trees at no cost to the Town. The Town reserves the right to use this material in any way it sees fit.

3.12 Debris Disposal and Grinding Services

If the Town determines that a large magnitude emergency event will necessitate the stockpiling of woody debris than it may require that the Contractor provide means for collecting, grinding, and disposal of the debris. The Town will work with the Contractor to determine the best means of accomplishing the removal and disposal of the debris that is in the best interest of the Town. The Town will pay the contractor based on the rates bid in the contract that meet the specifications of this section.

Prior to the start of the collection, grinding, and disposal process the Town and the Contractor will develop an estimate of the work, time for completion and cost based on the bid items within the contract. The Town will authorize the work in writing. Any deviation from the initial estimate shall be approved by the Town.

The Town will determine which bid items are most appropriate for the situation and will inform the contractor in writing which bid item rates shall apply.

The debris collection, grinding, and disposal operation may include the switching from hourly work with the provided trucks to units based on the volume or weight of the material removed. The Town will notify the Contractor of this switch prior to making the change.

The source of the debris shall include, but is not limited to, debris collected by Town contractors, Town employees, Town residents, and any other authorized person approved by the Town.

The Town will do what it can to reasonably control the material that requires disposal to insure that it is from woody plants and trees. The Town cannot 100% insure that the debris is not contaminated with any other materials. It is the sole responsibility of the contractor to sort out any non woody debris from the material collected and disposed of.

The Town will work with the vendor to determine a plan of action and the cost associated with disposal of any non woody debris that is found in the process of sorting and disposal.

The Town shall not be responsible for any damage done, or costs incurred, due to non-woody debris being processed, picked up, ground up, and or disposed of.

All debris is to be handled and disposed of in accordance with all applicable Local, State, and Federal requirements.

All disposal expenses are the sole responsibility of the Contractor.

The Town may also use the bid items related to this section for periodic disposal of non-emergency generated woodchips and woody debris.

3.13 Tree Maintenance Procedures and Quality Control

Occasionally the Town may request the Contractor to provide non urgent or non-emergency services. The Town may occasionally ask the vendor to perform tree removal and tree pruning services. This section applies to this work.

Tree work will be paid for based on an hourly basis for the equipment requested.

Trees to be removed will be marked for removal by the Contract Supervisor. The Contract Supervisor will inform the removal crew the manor of the marking, which will typically be a small metal tag with a number, or orange paint.

Trees or part of trees designated to be removed shall be felled and all leaves, branches and trunks of trees properly disposed of by chipping or removal from the premises.

Trees are to be felled in such a manner that does not injure trees to be saved or endangers or harms the public and adjacent property.

Removal of all parts of each tree, excluding the stump, shall be completed on the same day that the removal process is started, including the trunk (or butt) of the tree.

The grinding and/ or removal of stumps and roots shall apply only to the portion of the stump and roots located on Town property that is located in non-paved areas not covered by impervious surfaces.

Removal of the stump shall mean the grinding or excavating of all portions of the tree remaining above ground and some below ground portions following the removal of the trunk and crown of the tree. This includes ALL surface roots.

The stump and roots (below and above ground) within three feet of the stump edges must be removed to a depth of 18 inches below the surrounding grade, unless directed differently by the Contract Supervisor.

All visible and non-visible roots that are above the surrounding grade beyond the requirements above must be removed to a depth of six inches below the surrounding grade. Minimally it is expected that roots will be removed at a distance of 10 feet from the edges of the stump area but may be further away depending on site conditions. The Contract Supervisor will determine the extent of the stump and root removal necessary.

All chips and debris are to be shoveled from the remaining void or hole if directed by the contract supervisor.

The void left after grinding or removal shall be immediately backfilled and graded with loam to two inches above surrounding grade to allow for settling and shall be raked smooth.

The loamed area shall be seeded with an all-purpose grass seed to be approved by the Contract Supervisor.

The Contractor shall be responsible for removal and disposal of the stump and all related debris to the extent directed by the Contract Supervisor.

All pruning shall be performed in a manner that maintains the natural aesthetic characteristics of the species and variety of trees. No topping or dehorning of trees or stubbing back of branches shall be permitted. All cuts shall be made to a lateral branch a minimum of one third (1/3) the size of the branch being removed, unless otherwise instructed by the Contract Supervisor.

The use of climbing spurs or spiked shoes shall not be permitted for pruning trees and their use will result in immediate cancellation of the contract. They are only permitted during tree removal operations and emergency aerial rescue operations.

All cuts shall be made sufficiently close to the parent stem so that wound closure can be readily started under normal conditions. Cuts shall never be made through the branch collar. Slab cuts, rip cuts and all other cuts that do not meet the most current edition of the ANSI A300 pruning standard will result in cancellation of the contract.

Poor and/or unsatisfactory pruning as determined by the contract supervisor will not be accepted and may result in the Town requesting that the Contractor's personnel be replaced.

Crews will be evaluated on their quality of work and efficiency of work based on the Contract Supervisor's directions. If crews are found to be unsatisfactory to the Town for any reason they will notify the Contractor of the situation. In most cases the Contractor will be given one opportunity to correct the issue(s) with the existing work crew. If the issue(s) are not corrected to the satisfaction of the Contract Supervisor the Town will ask the contractor to replace the crew with a new crew or in the case of a single crew member a new crew member.

It is expected that when a crew leaves a tree after working on it that it meets the requirements of this section. If the Contract Supervisor determines that the crew failed to do all necessary work as required under these specifications he/she may require that the crew return to the location and complete the job. If a crew is required to return to complete the work the time spent doing this work will not be compensated for at the discretion of the Contract Supervisor.

In the event that hornets, wasps, yellow jackets or other similar insects are encountered during pruning and/or removal operations, the Contractor shall be responsible for addressing this condition with its own work forces in order to facilitate the pruning and/or removal of the affected tree.

3.14 Bid Items

Aerial Bucket Truck Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using an Aerial Bucket Truck with chipper.

Aerial Bucket Truck Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using an Aerial Bucket Truck with chipper.

Log Loader Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using a Log Loader Crew.

Log Loader Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using a Log Loader Crew.

Chip Truck Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using a Chip Truck Crew with chipper.

Chip Truck Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using a Chip Truck Crew with chipper.

Dump Truck Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using a Dump Truck Crew.

Dump Truck Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using a Dump Truck Crew.

Stump Removal Crew Standard Rate – Hourly work completed as defined in this document during Standard Hours using a Stump Removal Crew.

Stump Removal Crew Overtime Rate – Hourly work completed as defined in this document during Overtime Hours using a Stump Removal Crew.

Crane Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using a Crane Crew.

Crane Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using a Crane Crew.

Skid Steer Loader Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using a Skid Steer Loader.

Skid Steer Loader Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using a Skid Steer Loader.

Supplemental Crew Member Standard Rate – Hourly tree emergency work or maintenance work completed by a Supplemental Crew Member as defined in this document during Standard Hours.

Supplemental Crew Member Overtime Rate – Hourly tree emergency work or maintenance work completed by a Supplemental Crew Member as defined in this document during Overtime Hours.

Emergency Response Assistant Standard Rate – Hourly work by one individual as directed by the Town to assist in emergency response as described in this document including transportation during Standard Hours.

Emergency Response Assistant Overtime Rate – Hourly work by one individual as directed by the Town to assist in emergency response as described in this document including transportation during Overtime Hours.

Woodchip hauling and disposal per Cubic Yard – Cost for the hauling and disposal of woodchips generated as part of the work performed under the *Debris Disposal and Grinding Services* section. This can include the chips generated by the grinder as well as trucks with chippers.

Woody debris hauling and disposal per Cubic Yard – Cost for the hauling and disposal of woody debris generated as part of the work performed under the *Debris Disposal and Grinding Services* section. This can include brush, branches, and logs.

Woody debris hauling and disposal per Ton – Cost for the hauling and disposal of woody debris generated as part of the work performed under the *Debris Disposal and Grinding Services* section. This can include brush, branches, and logs.

SECTION 4: Checklist and Required Forms for Submission

Routine & Emergency Tree Trimming & Removal

23DPW002

Company Name: _____

- Bidder has completed, signed, and enclosed the Bid Form A: Bid Price Form or an exact copy.
- Bidder has completed, signed, and enclosed the Bid Form B: Bidder Information Response form.
- Bidder has completed, signed, and enclosed the Bid Form C: Certificate of Compliance with Massachusetts Tax Laws or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- Bidder has completed, signed, and enclosed the Bid Form D: Non-Collusion
- Bidder has completed, signed, and enclosed the Bid Form E: Non-Debarment.
- Bidder has completed, signed, and enclosed the Bid Form F: Certificate of OSHA Training.
- Bidder has provided at least five (5) references on the Bid Form G: Professional Reference Form of which at least 3 are governmental units (municipal/county/regional district/state agency/special district).
- If the bid submission is signed by someone other than the Owner/President of the company, a completed Bid Form H: Certificate of Authority of Corporate Resolution for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- Bidder has completed, signed, and enclosed the Bid Form I: Certificate of Good Faith.
- The Bid Deposit (Bond) enclosed.
- Bidder acknowledged all addenda, if any

Addendum Number 1 dated _____

Addendum Number 2 dated _____

BID FORM A: Bid Sheet
23DPW002 Routine & Emergency Tree Trimming & Removal
Section 1: Standard Rate

Item No.	Item	Year One (1)		Year Two (2)		Year (3)	
		Standard Rate	Total	Standard Rate	Total	Standard Rate	Total
1	Aerial Bucket Truck Crew Standard Rate	\$	\$	\$	\$	\$	\$
2	Log Truck Crew Standard Rate	\$	\$	\$	\$	\$	\$
3	Chip Truck Crew Standard Rate	\$	\$	\$	\$	\$	\$
4	Dump Truck Crew Standard Rate	\$	\$	\$	\$	\$	\$
5	Stump Removal Crew Standard Rate	\$	\$	\$	\$	\$	\$
6	Crane Crew Standard Rate	\$	\$	\$	\$	\$	\$
7	Skid Steer Loader Crew Standard Rate	\$	\$	\$	\$	\$	\$
8	Supplemental Crew Member Standard Rate	\$	\$	\$	\$	\$	\$
Annual Total for section one (Sum of the annual pricing for the above-mentioned locations)		Year 1 Total: \$		Year 2 total: \$		Year 3 total: \$	Annual Total: yr 1+2+3=

Section 2: Overtime Rate & Emergency Response.

10	Log Truck Crew Overtime Rate	\$	\$	\$	\$	\$	\$
11	Chip Truck Crew Overtime Rate	\$	\$	\$	\$	\$	\$

12	Dump Truck Crew Overtime Rate	\$	\$	\$	\$	\$	\$
13	Stump Removal Crew Overtime Rate	\$	\$	\$	\$	\$	\$
14	Crane Crew Overtime Rate	\$	\$	\$	\$	\$	\$
15	Skid Steer Loader Overtime Rate	\$	\$	\$	\$	\$	\$
16	Supplemental Crew Member Overtime Rate	\$	\$	\$	\$	\$	\$
17	Emergency Response Assistant Standard Rate	\$	\$	\$	\$	\$	\$
18	Emergency Response Assistant Overtime Rate	\$	\$	\$	\$	\$	\$
Annual Total for section Two (Sum of the annual pricing for the above-mentioned locations)		Year 1 Total: \$	Year 2 total: \$	Year 3 total: \$	Annual Total: yr 1+2+3=		

Section 3: hauling, dumping and stump grinding

Item No.	Item	Year One (1)		Year Two (2)		Year (3)	
		\$/Cu. Yd.	Total	\$/Cu. Yd.	Total	\$/Cu. Yd.	Total
19	Woodchip hauling and disposal per Cubic Yard						
20	Woody debris hauling and disposal per Cubic Yard						
21	Woody debris hauling and disposal per Ton						
22	Woody debris dumping and disposal per Cubic Yard						

23	Stump grindings disposal per Cubic Yard						
Annual Total for section Three (Sum of the annual pricing for the above-mentioned locations)			Year 1 Total: \$	Year 2 total: \$	Year 3 total: \$	Annual Total: yr 1+2+3=	
Subtotal of Section 1+2+3 for annual total:			\$				

Bid Form B: Bidder Information Response
Routine & Emergency Tree Trimming & Removal

23DPW002

Legal Name of the Bidder: _____

Company Name: _____

Company Address: _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____

Company Fax Number: _____

State of Incorporation (Date): _____

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts – Required

Individual submitting the bid: (This is the individual who should sign the Certificate of Good Faith)

Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

Email Address: _____

Individual to be contacted about the bid: (If different from the individual submitting the bid)

Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

Email Address: _____

Best Times to Contact: _____

Continued on second page →

Continuation of Bid Form B: Bidder Information Response

Individual authorized to contractually bind the company: (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded? Yes No

2. Is the Bidder prepared to provide the insurances as required? Yes No

3. Has the Bidder placed any conditions or restrictions with its bid to the Town which conflict with the

Scope of Services? (If yes, the bid may be deemed conditional.) Yes No

4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included

in the submission? Yes No

5. Is the Bidder prepared to execute the Town's contract, if awarded? Yes No

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

Bid Form C: CERTIFICATE OF TAX COMPLIANCE
Routine & Emergency Tree Trimming & Removal
23DPW002

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and penalties
(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CONTRACTOR

By: _____

(Signature of Authorized Representative)

Title: _____

Date: _____, 20__

Bid Form D: Certificate of Non-Collusion
Routine & Emergency Tree Trimming & Removal
23DPW002

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form E: Certificate of Non-Debarment
Routine & Emergency Tree Trimming & Removal
23DPW002

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form F: Certificate of OSHA Training
Routine & Emergency Tree Trimming & Removal
23DPW002

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form G: Professional References
Routine & Emergency Tree Trimming & Removal
23DPW002

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: Yes No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: Yes No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary. A minimum of 5 references required)

Bid Form H: Certificate of Authority
Routine & Emergency Tree Trimming & Removal
23DPW002

Complete Only If Applicable

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. corporation, and that _____
(insert the name of officer who signed the contract and bonds.)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is ON OR BEFORE the date the officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors

were present or waived notice, it was voted that

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORAT SEAL HERE

(Signature of Clerk or Secretary) *

7. Name: _____

(Please print or type name in line 6) *

8. Date: _____

(insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

(Make as many copies as necessary. A minimum of 5 references required)

Bid Form I: Certificate of Good Faith
Routine & Emergency Tree Trimming & Removal
23DPW002

The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, and if required, a performance bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section 29F of chapter 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Bidder Name: _____ Date: _____

Signature of Individual Submitting Bid:

Individual Full Name and Title: _____

Business Address: _____

Copy of Town of Dedham Contract

TOWN OF _____, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN of _____, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at _____,

Massachusetts, hereinafter referred to as the "TOWN", and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of _____, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of _____, as more fully described in the Contract Documents as defined above.

3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.

4. COMPENSATION.
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$_____.

 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

 - C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

 - D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.

6. 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.

7. 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.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

Commercial General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. 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.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying

therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. 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.
15. 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.
16. 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 parties at the addresses set forth on Page 1 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.

17. **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.

18. **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.

19. **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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this

TOWN OF _____, MA

Contract.

By its: _____

Town Accountant

Director of Procurement

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)
