

TOWN OF MONTEREY



Curtis Rd Bridge Repair

AGREEMENT FOR CURTIS RD BRIDGE REPAIR

AGREEMENT between the Town of Monterey, a Massachusetts municipal corporation with a usual place of business at Town Hall, 435 Main Rd, P.O. Box 308, Monterey, Massachusetts, acting through its Board of Selectmen (the "Town"), and _____, a Massachusetts [foreign] corporation doing business at _____ (the "Contractor").

WHEREAS:

- A. The Town issued an Invitation For Bids pursuant to M.G.L. c. 30, § 39M for the Curtis Rd Bridge Repairs (the "Work"); and
- B. The Contractor submitted a Bid to perform the Work, and the Town has decided to award the contract to the Contractor;

NOW THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

1. The Contractor shall provide the Town the Work as delineated in the following:

Curtis Rd Bridge Repair

in accordance with the Invitation For Bids and the Specifications.

2. Payment. The Town agrees to pay to the Contractor a not-to-exceed sum of \$_____.
3. Invoices. The Contractor shall submit to the Town monthly invoices for payment for the Work. The Town shall make payments within 30 days after its receipt of the invoice for Work completed in accordance with these Contract Documents.
4. Contract Period. The Contractor agrees to commence its obligation forthwith upon notification of a Notice to Proceed by the Town and to complete its obligation under this Contract immediately, within 30 consecutive days from the start date fixed in the Notice to Proceed, time being of the essence. Work must be completed by October 15, 2018.
5. Claims. The Contractor shall be responsible for and pay all claims for damages resulting from failure to furnish such services as provided by the Agreement; and it will conform to the determination of the Town relative to the suitability and quality of the services performed.
6. Laws. This Agreement is made subject to all applicable laws of the Commonwealth of Massachusetts; and if any provision of this Agreement does not conform to said laws, such provision of the Agreement shall be void and the applicable provision of such laws shall

be operative. Any suit shall be filed in the appropriate district or superior court.

7. **Contract Documents.** The Contract Documents consist of this Agreement, the Invitation For Bids, Instruction to Bidders and General Specifications, Technical Specifications and Summary of Work, the Bid, Prevailing Wage Rates, Appendix A and all addenda issued prior to execution of this Agreement, and constitute the Agreement between the Town and the Contractor, except for modifications issued after execution of this Agreement. In the event of conflicting provisions, the language of this Agreement shall govern, provided that, if the conflict relates to quality of services, the higher quality specified shall be required.
8. **Performance of the Work.** The Contractor shall furnish all labor, materials, and equipment to accomplish the Work in strict conformity with all applicable federal, state, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Work.
9. **Warranties.** The Contractor guarantees that the services provided are fit for the purpose for which they are being purchased. The Contractor warrants that all Work will be performed in a good and worker-like manner and in strict conformity with the Contract Documents. The Contractor shall make good, without cost to the Town, any defects or faults arising within 1 year after the date of the Town's acceptance of the Work resulting from imperfect or defective services furnished by the Contractor.
10. **Indemnification of the Town.** The Town's liability shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify, defend, and hold harmless the Town, its officers, boards, agents, and employees from any liability, loss charge, or expense resulting from any employees or third-party contractor or supplier's claim for payment for wages, labor, materials, equipment, goods or services rendered to the Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect the Town against such claims, costs, and expenses.
11. **Contractor's Standard of Care.** The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established providers of such services. The Contractor warrants and represents that it is familiar with the services relative to this Work.
12. **Contractor's Personnel.** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
13. **Insurance.** The Town requires that the Contractor provide a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$1,000,000.00, all as set forth in the Specifications, and Worker's Compensation in accordance with the General Laws. The Town requires the Certificate of Insurance to include naming the Town as an additional insured.
14. **Independent Contractor.** The Contractor is an independent contractor and is not an agent

or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold federal, state or payroll taxes of any kind on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the Town.

15. Successors. This Agreement is binding upon the parties and their successors. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
16. Inspection and Reports. The Town and Engineer shall have the right at any time to inspect the records of the Contractor relative to services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor whether situated within or beyond the limits of the Town. Upon request, the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Agreement during and/or after the termination of the Agreement.
17. Termination.
 - a. For Cause. The Town shall have the right to terminate this Agreement:
 - (i) if the Contractor neglects or fails to perform or observe any of its obligations and a cure is not effected by the Contractor within 7 days next following its receipt of a notice of breach, non-performance, or poor performance issued by the Town;
 - (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains vacated for 30 days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation, or dissolution relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.
 - b. For Convenience. The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor 30 days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination, and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property. Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.

18. Notice. Any and all notices or other communications required or permitted under this Contract shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail, or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing 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 United States Postal Service or if sent by private overnight or other delivery service.
19. Severability. If any term or application of this Contract shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, legality and the enforceability of the remaining terms and conditions of the Contract shall not be deemed affected unless one or both parties would be substantially or materially prejudiced.

IN WITNESS WHEREOF, the Town and the Contractor, by authorized officers of the parties, have executed this Agreement this _____, day of _____, 2018.

TOWN OF MONTEREY

[CONTRACTOR]

By: _____
Steven Weisz, Select Board Chair
By vote of the Board of Selectmen on
_____, 2018

By: _____
Its _____

Date: _____, 2018

Date: _____, 2018

Approved as to Availability of Funds:

Marybeth Erickson
Town Accountant

Date: _____, 2018

INVITATION FOR BIDS
For
CURTIS RD BRIDGE REPAIR
MONTEREY, MASSACHUSETTS

The Town of Monterey will be accepting bids for “Curtis Rd Bridge Repair”.

The Work under this contract shall consist of repairs to MassDOT bridge no. M-29-001, located on Curtis Rd over the Konkapot River. The Work includes drilling and bolting angle irons and plates to existing beams per specifications. In the repair area the beams shall be cleaned and painted to specs and bolts are to be installed as indicated. It is the responsibility of the contractor to field verify existing conditions.

Contract Documents may be obtained on the town’s website www.montereyma.gov under the Procurement tab. Sealed bids must be filed no later than Tuesday, March 6, 2018 at 2:00pm, they will then be opened and reviewed at the next Select Board meeting.

The bidding and Award of this Contract will be under the provisions of M.G.L. c. 30 § 39M. The Town reserves the right, in its absolute and sole discretion, to waive any informality in or to reject any or all Bids if deemed to be in its best interest.

Steven Weisz
Carol Edelman
Kenn Basler
Monterey Board of Selectmen

INSTRUCTION TO BIDDERS AND GENERAL SPECIFICATIONS

For CURTIS RD BRIDGE REPAIR MONTEREY, MASSACHUSETTS

SECTION I. GENERAL SPECIFICATIONS

Article 1. Acceptance or Rejection of Bids

- 1.1 Town of Monterey, Massachusetts (the "Town") acting through its Board of Selectmen (Owner) reserves the right to reject any or all Bids and to accept any bid in whole or in part which it considers to serve the best interest of the Owner.
- 1.2 Any Bid which is not according the prescribed form, not properly signed, or otherwise contrary to instruction or is conditional may be rejected by the Owner.
- 1.3 More than one Bid from the same Bidder whether or not the same or different names appear on the signature page shall not be considered. Reasonable proof for believing any Bidder is interested in more than one Bid shall cause the rejection of Bids made by such Bidder directly or indirectly.
- 1.4 Any or all Bids shall be rejected if there is reason to believe that collusion exists among the Bidders.

Article 2. Mailing or Delivery of Bids

- 2.1 Bids which are mailed or delivered should be addressed to Melissa Noe, Administrative Assistant, 435 Main Rd, P.O. Box 308, Monterey, MA 01541.
- 2.2 Regardless of the cause of delay, no Bids which are received by the Owner after the terminal time shall be given any consideration. The Bidder is responsible for filing the Bid before the terminal time of Tuesday, March 6, 2018 at 2:00pm.
- 2.3 Each Bidder shall provide a security in form of a certified check, cashier's check or security bond in the amount of 5 percent of the Bid in addition to a 50% payment bond.

Article 3. Identification of Sealed Envelopes

- 3.1 Bids shall be placed in sealed envelopes that are marked appropriately on the outside with the name and address of the Bidder, the title of the Bid (Curtis Rd Bridge Repair) and the scheduled date for the opening of Bids. No responsibility will be attached to the Owner or Owner's staff for the premature opening of Bids that are not properly identified. After the terminal time, Bids become the property of the Owner.

Article 4. Bid Forms

- 4.1 Bids shall be submitted on the 'Bid Form', attached, as a means to avoid errors, misconceptions or ambiguities.

Article 5. Bid Prices

- 5.1 Bid quotations submitted on the Bid Form shall remain firm for a period of 45 days (Saturdays, Sundays, and legal holidays excluded) after the time set for the opening of Bids. A Bid Award will be made by the Owner within 45 days (Saturdays, Sundays, and legal holidays excluded) of the Bid Opening.
- 5.2 The bid price shall represent full compensation for all labor, materials, and equipment required to complete the Work. The bid price or prices shall be written both in numbers and words.
- 5.3 The selected Contractor will be exempt from the payment of state sales tax for all labor, materials, and equipment furnished to the Owner under this Contract. The Bidder's prices should reflect this exclusion. The Contractor shall complete all necessary forms for issuance of an exemption form for this contract work as may be necessary to secure the state tax exclusion.

Article 6. Signatures on the Bid Forms

- 6.1 If a Bid is submitted by an individual, the full name and post office address of this person shall be designated.
- 6.2 If a Bid is submitted by a firm or partnership it shall be signed by a person having the legal authority to execute such a document on behalf of the Bidder. The person signing the Bid Form shall then indicate his or her title or position in addition to the full name and address of the firm or partnership.
- 6.3 If a Bid is submitted by a corporation it shall state the name and title of the official or officials of the corporation by whom the contract can be legally signed, and be accompanied by a copy of the corporate vote granting the authority, certified by the clerk of said corporation.

Article 7. Modification of Bid

- 7.1 No modification of any Bid will be considered by the Owner unless received by the Owner prior to the time established for the opening of bids. No conditional Bids will be accepted.

Article 8. Withdrawal of Bid

- 8.1 Any Bid may be withdrawn on written request dispatched by a Bidder in time for delivery in the normal course of business prior to the hour fixed for the opening of Bids.

Article 9. Subletting of Award

- 9.1 No subletting of the Award, nor assignment of moneys due or to become due, shall be made without written consent of the Owner. In the event of consent by the Owner for subletting of the Award, the Contractor remains fully responsible for all Work completed by the subcontractor and for adherence to the terms and conditions of this contract.

Article 10. Breach of Contract

- 10.1 Where the Contractor fails to provide the labor, materials, and equipment as specified, the Owner reserves the right to terminate the Contract and enter into other agreements to complete the Contract and the Owner shall nevertheless have the right to recover damages for breach of Contract and/or loss incurred, whether by suit on the Contract, by claim on the bond securing it or as otherwise available to the Owner.

Article 11. Protection of Town's Property

- 11.1 The Contractor shall maintain adequate protection of the Owner's property and that of its residents from any harm arising in connection with the services provided and shall pay or cause payment to be made for any such damages incurred.

Article 12. Changes in the Project

- 12.1 The Owner, without invalidating the essence of the prevailing Contract, may order the inclusion of extra labor, materials, and equipment or the adoption of changes within the context of the Contract, with appropriate adjustments for payments being made. The appropriate adjustments for payments in the contractual agreement shall be in the form of a Change Order. Change Orders may not increase the quantity of Work by more than 25 percent, in compliance with M.G.L. c. 30, § 39M.

Article 13. Permits and Licenses

- 13.1 The Contractor shall secure at Bidder's own expense all permits and licenses, pay all necessary charges, and provide all notices due in connection with the proper completion of the Work. Contractor must comply with all applicable state and local laws, bylaws and ordinances.

Article 14. Liens, Demands and Permit Fees

- 14.1 The Contractor shall indemnify, defend and save the Owner harmless from all liens, demands, or permit fees in any way associated with the proper completion of the Work, which shall be furnished free and unencumbered of any charge against it.

Article 15. Description of Work

- 15.1 Each Bidder shall carefully examine the information available regarding the required

Work and all conditions which may affect proper execution of the Work. The purpose of this Contract is to provide the Owner with labor, materials, and equipment to complete the Work as detailed in these Contract Documents in accordance with all applicable federal, state and local statutes, laws, and regulations. No claims for additional costs will be allowed because of lack of knowledge of the existing conditions. The Bid shall include all labor, materials, and equipment to complete this Work as specified.

Article 16. Bidder Responsibilities

16.1 Through submission of a bid, the Bidder attests and agrees to the following:

- 16.1.1 Each Bidder shall attest that the Bidder has carefully examined the Contract Documents and that the Bidder agrees to enter into a written contract with the Owner to provide this Work in accordance with the Contract Documents.
- 16.1.2 The successful Bidder shall be responsible for the preparation and filing of any reports required by the local regulations, by-laws, and laws of the Commonwealth of Massachusetts and/or federal government.
- 16.1.3 Each Bidder must meet the following minimum criteria and must provide this information with its Bid.
 - i. The Bidder has not been cited by any city, town, the Commonwealth of Massachusetts or any federal agency during the past 2 years for violations related to occupational safety and/or environmental pollution regulations and/or laws. If a Bidder has been cited for any violation, Bidder must disclose in its Bid the nature of the violations which will be used to determine whether the Bidder is responsible.
 - ii. Each bidder shall submit references which shall be attached with the Bid.

Article 17. Bidding on Contract Documents

17.1 Each Bidder shall Bid on identical Contract Documents and any Bidder proposed variations shall not be allowed without the written consent of the Owner.

Article 18. Bid

18.1 Each Bidder shall include all charges for labor, materials, and equipment.

18.2 The Owner reserves the right, in its absolute and sole discretion, to waive any informality in or to reject any or all Bids if deemed to be in its best interest.

18.3 All questions by prospective bidders as to the interpretation of the Contract Documents must be submitted in writing to Melissa Noe, Administrative Assistant via email to

admin@montereyma.gov or to 435 Main Rd, P.O. Box 308, Monterey, MA 01245, at least 3 days before the date and time set for the opening of bids. The Owner reserves the right to issue any and all interpretations and addenda via mail, email or fax as it deems appropriate and expedient. All Bidders shall ensure that such contact information is on file and remains current with the Owner throughout the Bid process.

Article 19. Bid Evaluation Criteria

- 19.1 Does the Bidder meet the minimum criteria?
- 19.2 Is the Bid proposal responsive to the specification requirements?
- 19.3 Is the Bidder a responsible Bidder?
- 19.4 Does the Bidder provide the lowest price for the contract bid on?
- 19.5 Does the Bidder provide references and have a minimum of 10 years of experience with bridge repair work?

Article 20. Bid as Town Property

- 20.1 Bids and information prepared by each Bidder shall become the property of the Owner.

Article 21. Compliance with other Laws and Regulations

- 21.1 The Contractor must comply with all federal, state, and local laws and regulations pertaining to the Work.

Article 22. Insurance and Bonds

- 22.1 The Contractor shall carry Workers' Compensation and Liability Insurance for work under this proposal and shall render an in-effect insurance certificate to the Owner within 10 days of the award letter. Insurance limits shall be in accordance with the below requirements.
- 22.2 Minimum Limits of Liability:
 - 22.2.1 Comprehensive General and Public Liability Insurance in an amount not less than \$1,000,000 per occurrence and in an amount not less than \$3,000,000 aggregate.
 - 22.2.2 Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor, in the amounts of \$1,000,000 for any one person, \$3,000,000 for any one accident.
 - 22.2.3 Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor, in the amounts of \$1,000,000 for any one accident, \$3,000,000

aggregate.

22.2.4 Motor Vehicle Insurance to cover bodily injury and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in conjunction with the prosecution of the Work under this contract, in the amount required under b) and c) above.

22.2.5 Worker's Compensation and Employer's Liability as required by the General Laws of the Commonwealth of Massachusetts.

22.3 All policies shall be so written that the certificate holder, namely the "Town of Monterey, 435 Main Rd, P.O. Box 308, Monterey, MA 01245" is insured at no cost to the Town for the full amounts stated above.

22.4 The Contractor shall name the Owner as an additional insured.

Article 23. Certificate of Non Collusion

23.1 Each Bidder shall submit a certificate of non-collusion which is attached with the Bid Form.

Article 24. Certificate of Taxes

24.1 Each Bidder shall submit a certificate of taxes which is attached with the Bid Form.

Article 25. Statement of Eligibility

25.1 Each Bidder shall submit a statement of eligibility which is be attached with the Bid Form.

Article 26. Hold Harmless Clause

26.1 The Contractor shall indemnify, hold harmless and defend the Owner, its agents, employees, officers, engineers, and volunteers from and against any and all liabilities, claims, penalties, fines, forfeitures, suits, administrative proceeding, and all incidental costs and expenses (including costs of defense, settlement, and reasonable attorney's fees) which may be alleged against the Owner, or which the Owner may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders caused by or resulting from the negligent acts or omission by the Contractor or of any employee or agent of the Contractor or from the failure or inadequacy of the equipment.

Article 27. Award of Contract

27.1 The Contact will be awarded to the lowest responsible eligible Bidder, subject to appropriation. Such a Bidder shall possess the skill, ability and integrity necessary for the faithful performance of the Work. The term "lowest responsible and eligible Bidder" shall

mean the Bidder whose bid is the lowest of those Bidders possessing the skill, ability and integrity to the faithful performance of the Work.

- 27.2 The Owner reserves the right to reject any and all Bids at its sole discretion for any reason whatsoever, to waive any and all informalities if it is in Owner's best interest to do so, and the right to disregard all nonconforming, nonresponsive or conditional Bids.

Article 28. Contractor's Guarantee

- 28.1 The Contractor guarantees that the Work to be performed under the Contract and all labor, materials and equipment to be furnished, used, or installed in the performance of the Work shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Contract Documents. This guarantee shall be for a period of 1 year from and after the date of completion and acceptance of the Work.
- 28.2 If at any time within the period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor fails to commence making such repairs, corrections or replacements to the satisfaction of the Owner within 7 days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction or replacements, and charge the costs, including compensation for additional professional services, legal or otherwise to the Contractor and/or its surety bond company.

Article 29. Liquidated Damages

- 29.1 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the Contract Period ending after 60 consecutive days from the start date fixed in the Notice to Proceed. In addition, specific items or portions of the Work detailed within the Bid may require accelerated sequencing and other stipulated completion dates. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500.00 per day for each calendar day of delay until the Work is complete as stipulated in the Contract Documents.

Article 30. Safety and Health Regulations

- 30.1 This Work is subject to all of the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 Code of Federal Regulations, Part 1926 and to all subsequent amendments and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations" (Chapter 454 Code of Massachusetts Regulations 10.0 et. seq.) and M.G.L. c. 30, § 39S. Contractors shall be familiar with the requirements of these regulations and statutes.

- 30.2 The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54). The Bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the project site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.
- 30.3 The Contractor (1) shall be able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work; (2) shall ensure that 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 (OSHA) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) shall ensure that all employees to be employed in the Work subject to this Bid have successfully completed a course in construction safety and health approved by OSHA that is at least 10 hours in duration.

SECTION II. SUMMARY OF WORK

Article 1. Summary of Work

- 1.1 The Work under this contract shall consist of repairs to MassDOT bridge no. M-29-001, located on Curtis Road over the Konkapot River. The Work includes drilling and bolting angle irons and plates to existing beams per specifications. In the repair area the beams shall be cleand and painted to specs and bolts are to be installed as indicated. It is the responsibility of the contractor to field verify existing conditions.

Article 2. Specifications

- 2.1 All Work shall be performed in accordance with the drawings contained in Appendix A, drawn by Gill Engineering stamped 10/18/17, entitled “Bridge Repair Plans, Town of Monterey, Bridge Repairs for Monterey M-29-1 (05W) Curtis Road over Konkapot River”.
- 2.2 Defective materials will be rejected and removed from the Work by the Contractor as directed by the Director of Operations.

Article 3. Bidder Obligation

- 3.1 The Bidder shall declare that the Bidder carefully examined the Contract Documents and that the Bidder proposes and agrees to enter into a written contract with the Owner to provide the labor, materials, and equipment in accordance with these Contract Documents.
- 3.2 The Owner shall have the right to terminate the services of the Contractor at any time during the period of the contract for any reason with 30 days’ notice. The Owner shall be responsible for any bills owed to the successful bidder only until the date of termination and only for satisfactory delivery of labor, materials, and equipment and shall not be responsible for any additional fee or charges.
- 3.3 The Bidder shall be responsible to schedule Police Details. All costs for Police Details will be borne by the Contractor.

Article 4. Registration and Ownership

- 4.1 All equipment shall be properly registered in accordance with the motor vehicle laws of the Commonwealth of Massachusetts. The successful Bidder shall have proof of ownership or lease agreement for the equipment required to fulfill the Contract.

Article 5. Obligations of the Town

- 5.1 The Owner will provide space at the Highway Department located at 40 Gould Rd for the storage of materials and equipment necessary for the Work; however, it will not assume liability for any damages or thefts.

Article 6. Obligations of the Contractor

- 6.1 The Contractor shall communicate the work schedule and work plan with the Director of Operations prior to the start of the work, and provide updates and revisions during the progress of the project.

Article 7. Prevailing Wage Rates

- 7.1 Wages paid on the Work must conform with the minimum rate of wages as established by the Commissioner of Labor and Workforce Development, Division of Occupational Safety under the provisions of M.G.L. c. 149, §§ 26-27. Prevailing Wage Rates are attached as part of these Contract Documents.

7.1.1 In accordance with M.G.L. c. 149, § 27B, a true and accurate record must be kept of all persons employed on the Work for which the enclosed rates have been provided.

7.1.2 M.G.L. c. 149, § 27B includes the following requirements:

7.1.2.1 Employers shall submit weekly payroll records to the awarding authority for all employees who have worked on this project. Such records should be submitted with each invoice presented for payment.

7.1.2.2 Responsibility for investigating and enforcing the prevailing wage law is with the office of the Massachusetts Attorney General.

Article 8. Hours of Work

- 8.1 Work under this Contract shall be performed only during the hours of 6:00am and 6:00pm, Monday through Friday, legal holidays excluded, unless otherwise authorized in writing by the Owner.

Article 9. Payment & Invoicing

- 9.1 Upon receiving an invoice from the Contractor after the Work has been completed in accordance with the Contract Documents, the Town shall make a lump sum payment for the Work.

Article 10. Inspection

- 10.1 The Director of Operations or designee may inspect the Work from time to time; and if the Work is deemed unsatisfactory, the Contractor shall make the needed changes at no cost to the Owner.

BID FORM
For
CURTIS RD BRIDGE REPAIR
MONTEREY, MASSACHUSETTS

This Bid is submitted in accordance with your Invitation For Bids for the following Contract:

Curtis Rd Bridge Repair

The undersigned, having examined carefully the Contract Documents including the Agreement, the Invitation For Bids, Instruction to Bidders and General Specifications, Summary of Work, the Bid Form, Prevailing Wage Rates, and all related bulletins and/or addenda promulgated, together with any and all other documents, and having examined carefully and having become familiar by investigation with the various conditions which may affect the performance of the Work, agrees to furnish all labor, materials, and equipment required to complete the Work, to your complete satisfaction and acceptance.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of addenda(s) numbered: _____

***TOTAL CONTRACT PRICE:**

_____ DOLLARS ____ CENTS (\$ _____)
WORDS FIGURES

***Basis of Award**

The undersigned agrees that, if selected as Contractor, it will, within 5 days, Saturdays, Sundays, and legal holidays excluded, after presentation by the Town, execute a contract in accordance with the terms of this bid and furnish a labor and materials.

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, § 49A, the undersigned certifies under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all State Taxes required under law and in doing so acknowledge that any taxes shall be considered as being covered by the foregoing description as of the date of signing this document.

STATEMENT OF NON-COLLUSION

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

STATEMENT OF ELIGIBILITY

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 M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Bid of: _____

Company Name

___ a corporation, organized and existing under the general laws of _____.

___ a joint venture.

___ a partnership.

___ an individual doing business as _____

Street Address City or Town State Zip

Phone Number(s) Fax Number(s)

Signature Title Date

Print or Type Name Print or Type Title

REFERENCES

For CURTIS RD BRIDGE REPAIR MONTEREY, MASSACHUSETTS

The undersigned offers the following information as evidence of qualifications to perform the Work as Bid upon according to all the requirements of the Contract Documents.

1. Have been in business under present name for ____years.
2. The Bidder is required to state below the names of at least 3 references.

<i>NAME</i>	<i>ADDRESS</i>	<i>CONTACT</i>	<i>PHONE#</i>
-------------	----------------	----------------	---------------

- | | | | |
|----|-------|--|--|
| 1. | _____ | | |
| 2. | _____ | | |
| 3. | _____ | | |

3. Bank Reference

Name

Bank

Address

Phone Number

Name

Title

Date

Signature

Email

Phone