



**PUBLIC WORKS  
SERVICES**

Contract #16-6

**Tree Services**

FOR THE

**TOWN OF HAMILTON**

September 2016

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## **TOWN OF HAMILTON**

### **INVITATION TO BIDDERS**

**The Town of Hamilton will receive sealed bids for Tree Services. Prevailing Wage Laws apply to this bid.**

**The Contract period will run from September 07, 2016 through September 06, 2017, plus two possible 1 year extensions at the discretion of the TOWN.**

**Bids shall be submitted to the Town Clerk's Office of the Town of Hamilton, Town Hall, 577 Bay Road Hamilton, MA 01982 and shall be clearly marked "Bid #16-6 Tree Services". Bids will be received until 2:00 PM on Wednesday, September 07, 2016 at which time they will be publicly opened and read in the Office of the Board of Selectmen. All bids must be submitted in the format provided in the bid package.**

**Solicitations, amendments, clarifications, changes or updates will be posted to the TOWN's webpage [www.hamiltonma.gov](http://www.hamiltonma.gov). It is the responsibility of prospective proposers and or bidders to check the Town of Hamilton's website for new information any addenda or modifications to any solicitation.**

**In the case where the bid opening location shall be shut down for any reason, the bids will be due and opened at the same time and location on the 1st business day the building is able to re-open.**

**A bid deposit in the amount of 5% of the total amount of the bid shall be furnished with the bid in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or in a form of a bid bond executed by a surety company authorized to do business in the Commonwealth of Massachusetts, made payable to the Town of Hamilton. A 100% performance bond will be required as part of the bid. Specifications and bid forms may be obtained at the Hamilton Department of Public Works Office located at 577 Bay Road, Hamilton, MA 01982, during regular business hours.**

**The Town of Hamilton reserves the right to accept or reject any and all bids, or any portion of any bid, deemed to be in the best interest of the Town.**

## TERMINOLOGY

The following terms, references and conventions have the meaning indicated.

Terms in Use	General Meaning
TOWN	Town of Hamilton
Director of Public Works	The TOWN's Authorized Representative or his/her designate
Engineer	The Municipality's manager of the work performed under the Contract
Superintendent	The Municipality's manager of the work performed under the Contract
DPW	The Municipality's department responsible for directing the work performed under the Contract
Low Bidder(s)	The Lowest Responsive and Responsible Bidder with whom a Contract has or may be executed
Successful Bidder(s)	The Lowest Responsive and Responsible Bidder with whom a Contract has or may be executed
Contractor(s)	The Lowest Responsive and Responsible Bidder with whom a Contract has or may be executed
Bid Sheet(s)/Form(s)	Bid Form(s)
Proposal Sheet(s)/Forms(s)	Bid Price Form(s)

## GENERAL INFORMATION

### **1. INTRODUCTION**

- a. The Town of Hamilton, herein referred to as "TOWN" is administering this bidding process.
- b. The TOWN will identify low bidders for each bid item.

### **2. QUANTITIES**

- a. This IFB employs estimated quantities that may or may not be purchased during the contract term. The TOWN reserves the right to exceed or not meet the estimated quantities as its needs dictate. Estimated quantities will be used for comparison of bids, determining the Low Bidder and establishing the Bid Bond/Deposit Labor and Materials and Performance Bond amounts.

### **3. PRE-BID CONFERENCE**

- a. No pre-bid conference will be held for this IFB.

### **4. BIDDER ELIGIBILITY**

- a. Bidder must comply with all requirements of this Invitation for Bids (IFB) in order to be considered eligible for award.
- b. The TOWN reserves the right to accept or reject any and all bids or portions thereof, to waive any informality in bidding, and to recommend awards as appears in the best interest of the TOWN.

### **5. AWARD**

- a. The contract will be awarded to the most responsible bid and that bid which represents and is the best interest of the Town to award.
- b. Award recommendations will be based on the prices enclosed in bold borders as indicated on the Bid Price Forms. Bid Price Form arithmetic is apparent.

### **6. CONTRACTS**

- a. Contracts resulting from this IFB will be made by and between the Low Bidders and the TOWN. The form of Contract is attached.
- b. Initial Contracts shall be for the period from the date of contract execution through September 06, 2017.
- c. The TOWN may at its exclusive option and at their sole discretion, extend the resulting Contract for up to two (2) additional (1) calendar year periods at the unit prices bid. Extensions will be for the following time periods only: September 07, 2017 — September 06, 2018 and September 07, 2018 — September 06, 2019. Extensions are subject to the availability of funds appropriated to perform the contracted work and do not constitute a commitment by the TOWN to engage Contractors' services on the basis of stated estimated quantities.
- d. All general requirements and terms and conditions contained in the "General Information" section of this IFB shall become part of and contained in any resulting Contract, except that terms, conditions and requirements peculiar to specifications for named types of work shall supersede.
- e. Low Bidders are required to certify at the time of contract execution, using the form included in the Bid Certification Section, that they have met all Massachusetts tax obligations of eligibility.
- f. This IFB document and all included forms and requirements will be incorporated into all resulting contracts.

**7. APPLICABLE LAWS AND CERTIFICATIONS**

- a. Municipal governments are exempt from Massachusetts sales tax and U.S. excise tax.
- b. Bids for Line Painting are subject to M.G.L. c.30B. Massachusetts Prevailing Wage laws apply and are attached with this IFB.
- c. Full compliance with Federal, State and Municipal Wage Laws is required of all work done for the Town of Hamilton.
- d. Low Bidders must provide proof of possession in good standing of all applicable licenses and must obtain prior to performing contract work, all permits required by the Towns in which the work is performed unless waived by the appropriate issuing authority.
- e. OSHA certification required.
- f. Contractors shall be required to comply with all applicable Massachusetts General Law Chapter M.G.L. c. 149, §§26-27, and all other applicable Massachusetts General Laws.
- g. The Contractor shall not discriminate with regard to the personnel employed on this project on the basis of race, color, creed, national origin, gender, sexual preference, handicap or age.

**8. FORM OF BID**

- a. Bids **must** be submitted in a sealed envelope and received prior to 2:00 P.M. on **Wednesday, September 07, 2016** to:

Town of Hamilton  
Hamilton Town Clerk's Office  
577 Bay Road  
Hamilton, MA 01982

- b. All Bid envelopes must be clearly marked as follows:

TOWN BID #16-6 TREE SERVICES  
<Insert BID ITEM #'s as noted on enclosed Bid Price Form>  
September 07, 2016  
SUBMITTED BY: <Insert Bidders Name>

- c. Bids must be submitted on the accompanying applicable **Bid Price Form**. Bids must be marked with a unit price, subtotal and total price for the items. **Failure to fill out all subitems will result in the rejection of the bid for that item.**
- d. Bids must be signed and dated by an authorized representative of the Bidder and accompanied by proof of authorization (e.g. certificate of corporate vote, corporate seal, etc.) when representing a business entity other than a sole proprietorship.
- e. Bid envelopes must contain the following documents:
  - 1. A signed and dated General Bid Form attached to the Bid Price Form.
  - 2. An acceptable form of Bid Bond.
  - 3. A signed and dated Bid Certification form.
  - 4. A list of References numbering not less than three (3) Massachusetts municipalities with specific, complete, current and accurate contact information.
  - 5. State Tax Certification Clause and Certificate of Non-Collusion Form **Bids which are incomplete, not properly endorsed, signed or otherwise contrary to these instructions may be rejected as informal by the DPW Director and or his representative. CONDITIONAL BIDS WILL NOT BE ACCEPTED.**

- g. Prices as Bid shall remain firm: a) for the term of the initial Contract and any subsequent extensions; and b) for all work in the categories bid regardless of the TOWNs work quantities.
- h. Bids shall remain valid and in effect for a period of sixty (60) **days** beyond (1) the initial date of opening and 2) the end of the specified contract periods **to** allow sufficient time for action by the TOWN.
- i. Low Bidders shall process and deliver the required Contract documents within seven (7) calendar days of receipt of notification by the TOWN of their "Intention to Award a Contract".

**9 BONDS**

- a. Bid documents must be accompanied by a Bid Bond or a certified/bank check in the amount of 5% of the estimated value of the work bid upon by a single contractor. ("Estimated value" equals the sum of all work bid on the basis of estimated quantities.) Bid Bonds must remain in effect for a period of not less than 60 days after the bid opening and will be returned to all unsuccessful bidders upon execution of a letter committing them to contract with The TOWN based on the need and timing as determined by The TOWN.
- b. Contract documents must include a Performance Bond for 100% of the estimated value of the contract value.

**10. INSURANCE AND INDEMNIFICATION**

- a. Low Bidders shall be required to provide Insurance Certificates as part of the Contract documents demonstrating that the following forms and limits are in effect during the term of the Contract.
- b. **CONTRACTOR'S LIABILITY INSURANCE**  
The Contractor shall purchase and maintain such insurance as will protect them from claims under workmen's compensation acts and other employee benefit acts, for claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by themselves or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is greater.

**i. Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Three Million Dollars (\$3,000,000.00); and a Products/Completed Operations (as may be required) Aggregate limit no less than Three Million Dollars (\$3,000,000.00) for all injury and damages to or destruction of property during the policy period.

**ii. Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor.

**iii. Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

**iv. Umbrella Liability Insurance**

The Contractor shall carry an Umbrella Liability Insurance policy following the same form as the underlying General Liability, Automobile Liability and Employer's Liability policies, with a minimum limit of Two Million Dollars (\$2,000,000).

- c. The TOWN shall be named as Additional Insured on Contractor's General Liability, Automobile Liability and Umbrella Liability policies and shall be provide with copies of actual policies upon request.
  - d. All insurance coverage shall be in force from the time of execution of the Agreement to the date when all work under the contract is completed and accepted by the TOWN. Contractors shall notify the TOWN should coverage become unavailable or if its policy should change.
  - e. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least 15 days prior to the intended effective date thereof, which date should be expressed in said notice.
- E Contractors shall indemnify, defend, and save harmless the TOWN, and all of its officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of the negligence of Contractors in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this contract, whether by himself or his employees or subcontractors.

**GENERAL TERMS AND CONDITIONS**

**1. NORMAL HOURS OF WORK**

- a. Normal Hours of Work shall be between the hours of 7:00 AM and 3:30 PM Monday-Friday, unless otherwise specified. Work shall not be performed on Saturdays, Sundays,

**2. SCHEDULES AND DEADLINES**

- a. Start and Finish Work: Contractors shall be available to begin work at locations designated by the Town no later than five (5) business days from the date of execution of a Contract or on a schedule approved by the TOWN. Once work has been started, Contractors shall remain on the job until all scheduled work is completed to the satisfaction of The TOWN.
- b. Presence Known to Municipality: All work must be scheduled in advance and performed with the knowledge and consent of the Municipality. Contractors may not perform work within The TOWN absent such knowledge and consent.
- c. Timeliness and Approved Delays: Time shall be of the essence regarding performance of each and every portion of the contracted work. Work schedules approved by the Municipality shall be binding upon the Contractor except for reasonable delays due to weather, failure of the Municipality in the timely performance of any of its prerequisite obligations, or site-related circumstances beyond the control of the Contractor. Extensions of time resulting from such delays are subject to approval by the Municipality and may not be unreasonably withheld.
- d. Request for Service, Response, Failure to Respond: The Municipality may issue a formal written "Request for Service", calling for performance of the contracted work pursuant to a stated schedule, or for the establishing of a work schedule. Such "Request for Service", may be conveyed by e-mail, telephone, FAX, courier, or U.S. Postal Service. Contractors shall respond to the Municipality within Twenty-four (24) hours through an employee authorized to commit the Contractor. Failure to meet these obligations may subject Contractors to penalties of an assignment in the amount of \$250 per day of noncompliance beyond a period of 24 hours after receipt of a written warning. Continued non-compliance may subject Contractors to loss of the contract and liability for the costs incurred by the TOWN.
- e. Failure To Appear for Scheduled Work: In addition to the penalties noted in Section 3 of the General Terms and Conditions, Contractors that fail to appear for or cancel scheduled work to which police, or public works personnel are assigned on an additional pay basis, will be subject to contract back charges for costs incurred at the discretion of the TOWN. Such changes may include preparation by others that are required to be repeated.

**3. LEGAL DAMAGES**

- a. If Contractors neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereby granted by The TOWN, then Contractors hereby agree, as part consideration for the awarding of this Contract, to pay to the TOWN the amount of \$250 per day, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for complete the work.
- b. The said amount is fixed and agreed upon by and between Contractors and The TOWN because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages The TOWN would in such event sustain, and said amount is agreed to be the amount of damages which The TOWN would in such event sustain, and said amount is agreed to be the amount of damages which The TOWN would sustain and said amount shall be retained from time to time by The TOWN from current periodical estimates.

#### **4. TERMINATION FOR CAUSE**

a This Contract may be terminated for cause due to unsatisfactory performance, after written warning and an opportunity for Contractors to correct the subject performance; or due to the absence of a municipal appropriation for the type of work for which the contract is made. Contractors will hold the Town harmless from all damages as a result of funding constraints. Municipal parties shall make a reasonable good faith effort to obtain sufficient additional appropriations to pay for work authorized and performed in excess of appropriations.

#### **5. INVOICING & PAYMENT**

- a. Payment for services will be made upon final satisfactory completion of work assigned.
- b. Pricing shall be based on unit prices as bid.
- c. Invoices shall clearly indicate quantities, hours, location, prices and other applicable measures that can be verified by The TOWN on the basis of service or delivery slips provided at the time work was performed.

#### **6. MISCELLANEOUS**

- a. Terms, conditions and requirements particular to specifications for named types of work shall supersede those contained in the "GENERAL INFORMATION" section of this **IFB**.
- b. Contractors must make a diligent effort to coordinate scheduled work among The TOWN.
- c. Contractors shall complete all work of a continuous nature scheduled and called for by the TOWN prior to leaving the worksite or the municipality unless so authorized by the TOWN.
- d. Where a conflict in requirements is apparent between Section A: General Terms and Conditions and the Section B: Specifications, the Specifications shall control.
- e. **The IFB and addendums, amendments, etc.** will be online at the TOWN's website [www.hamiltonma.gov](http://www.hamiltonma.gov), you must register for each proposal you are interested in. Solicitations, amendments, clarifications, changes or updates will be posted to this webpage. It is the responsibility of prospective proposers and or bidders to check the Town of Hamilton's website for new information any addenda or modifications to any solicitation.
- E It is the responsibility of the prospective bidder to keep current the email address of the bidder's contact person and to monitor that email inbox for communications from the Town of Hamilton, including requests for clarification. The Town assumes no responsibility if a prospective bidder's designated email address is not current, or if technical problems, including those with the prospective bidder's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder to be lost or rejected by any means including email or spam filtering.
- g. The Town of Hamilton accepts no responsibility and will provide no accommodation to Bidders who submit a response and or bid based on an out-of-date solicitation or on information received from a source other than the Town of Hamilton.
- h. In the case where the bid opening location shall be shut down as the result of an emergency, the bids will be due and opened at the same time and location on the 1st business day the building is able to re-open.

GENERAL BID FORM

**TOWN OF HAMILTON**

Use this form as a cover sheet attached to all Bid Price Forms submitted.

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Submits the attached Bid Price Form for the following bid item numbers:

\_\_\_\_\_

to the TOWN OF HAMILTON on the authority of the undersigned and as dated below. The Bidder confirms and pledges to abide by and be held to the requirements of this IFB and its resulting Contract(s), and further, to diligently and promptly perform any tasks and deliver any documents required, and to execute a Contract with any TOWN.

**This Bid includes Addenda number(s):** \_\_\_\_\_  
(Bidder must acknowledge only Addenda that apply to the bid items bid upon.)

Authorized agent of the Bidder (if a corporation, attach certificate of vote to apply corporate seal).

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## BID PRICE FORM

Company: \_\_\_\_\_ Initials: \_\_\_\_\_

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COSTS</u>
1.1	Scheduled Tree Trimming & Debris Removal	20 hours	____ / hr	_____
1.2	Scheduled Tree Removal (without crane)	30 hours	____ / hr	_____
1.3	Scheduled Tree Removal (with crane)	40 hours	____ / hr	_____
1.4	Scheduled Stump Grinding & Removal	10 hours	____ / hr	_____

TOTAL ESTIMATED SCHEDULED COSTS \_\_\_\_\_

2.1	Emergency On-Call Tree Trimming	10 hours	____ / hr	_____
2.2	Emergency On-Call Tree Removal (no crane)	20 hours	____ / hr	_____
2.3	Emergency On-Call Tree Removal (with crane)	20 hours	____ / hr	_____

TOTAL ESTIMATED ON-CALL COSTS \_\_\_\_\_



RECORD OF CONTRACTOR'S **PERFORMANCE**

The Bidder shall list at least 3 Massachusetts Municipalities including contact information where the Bidder has provided similar municipal sweeping services.

Job Description	Location	Reference

## **TREE SERVICES**

### **1. SPECIFICATIONS**

- a. Work under this contract shall consist of evaluating conditions of Town Shade Trees by a qualified and licensed arborist and trimming or removal of specific trees as directed by the Town.
- b. The contractor shall comply with all appropriate safety standards and regulations related to tree maintenance and removal procedures and processes.
- c. All materials and debris shall be removed, transported, and disposed of in an approved manner and at a regulated and approved locations.
- d. The contractor shall provide all necessary and qualified individuals to perform the activities included in this agreement.

### **2. EQUIPMENT**

- a. The Contractor shall supply all necessary equipment and materials to safely and efficiently perform the tasks and requirements in this agreement.
- b. The contractor shall supply and install all protective devices and warning signs in accordance with the "Manual on Uniform Traffic Control Devices (MUTCD)"

### **3. OBLIGATION OF CONTRACTOR TO TOWN**

- a. The Contractor shall within five days of notification of non-emergency areas of work, start and finish to completion without interruption all trees so marked for tree service activities required by this contract subject to weather conditions, such as wet or extremely windy conditions. The interruptions for weather will be at the discretion of the DPW. The Contractor shall have backup equipment available to him in the event of a breakdown.
- b. The Contractor shall within four hours of notification of emergency areas of work, start and finish to completion without interruption all trees so marked or noted for tree service activities required by this contract subject to weather conditions, such as wet or extremely windy conditions. The interruptions for weather will be at the discretion of the DPW. The Contractor shall have backup equipment available to him in the event of a breakdown.
- c. The Contractor shall have a knowledgeable arborist, supervisor or foreman on site to direct operations. The arborist, supervisor or foreman will report to the Director of Public Works any problem as well as give recommended action/treatment/evaluation reports on specific trees marked or noted. The reports must include detailed listing of individuals assigned to the work and all equipment actively engaged in the actual work items covered in the agreement.
- d. The Contractor must show by past performance that he is capable of performing a Contract of this magnitude. Failure to comply with this requirement may cause rejection of the bid.

### **OBLIGATION OF TOWN TO CONTRACTOR**

- a. The TOWN shall provide marking of the subject trees or areas that require action under this agreement.
- b. The TOWN shall provide space in the DPW yard for the storage of equipment. It will not, however, assume any liability for any damages from whatever cause.
- c. The TOWN shall provide the most up-to-date map of the TOWN. The map will be used to plan work and allow for the orderly completion of the Contract.

**5. MEASUREMENT AND PAYMENT**

- a. The quantity will be paid at the Contract unit price per hour, which price shall include all labor, equipment, and incidental costs required to complete the Work.
- b. The Work shall conform to these specifications and the Contractor shall also furnish all necessary materials as part of the Work and bid price items. Written documentation will be required to ensure compliance with material removal and disposal.

Date: \_\_\_\_\_

**STATE TAX CERTIFICATION CLAUSE**

**I certify under the penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.**

**\* Signature of Individual or  
Corporate Name (Mandatory)**

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

**Corporate Officer  
(Mandatory, if applicable)**

\_\_\_\_\_  
**\*\*Social Security No. (Voluntary)  
or Federal Identification #**

**\*Approval of a contract or other agreement will not be granted unless this certification clause, if signed,**

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

**CERTIFICATE OF NON-COLLUSION**

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

**Firm**

**Signature**

**Address**

**Name (print)**

**City, State**

**Title**

**Phone No.**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Tax Exemption**

**The project is exempt from payment of Massachusetts sales tax to the extent permitted by MGL c.64H, Subsection 6F. Exemption Certificate E-046-001-168 shall be used in lieu thereof.**