



## **INVITATION FOR BIDDERS PLUMBING MAINTENANCE AND REPAIR WORK**

Notice is hereby given that the Town of Harvard is seeking bids from qualified Plumbing contractors for the purpose of establishing contractual agreements for labor and materials required for routine and emergency plumbing maintenance services for municipal buildings for the one-year period January 1, 2017 through December 31, 2017, with an option to renew for one year. Invitation for Bidders (IFB) Packages with specifications and a sample contract will be available on November 16, 2016 from Marie Sobalvarro at the Town Hall, 13 Ayer Road, Harvard MA 01451, during weekday business hours from 8:00 a.m. until 4:30 p.m. Monday through Thursday by calling (978-456-4100 x330) or emailing [msobalvarro@harvard.ma.us](mailto:msobalvarro@harvard.ma.us). Additionally, this will be on the Town of Harvard Website <http://www.harvard.ma.us>. All bids must conform to the specifications of the IFB and be submitted on the proper forms to be considered a valid bid. Sealed bids entitled **“Bid for Plumbing Maintenance and Repair Work”** will be accepted at the above address, until **December 15, 2016** at 2:00 P.M., at which time the bids will be publicly opened and read.

The work under the proposed contract shall conform to the requirements of Massachusetts General Laws, Chapter 149, Sections 44A through M, as amended. Work under this contract shall comply with the requirements of the Massachusetts Prevailing Wage Law under Massachusetts General Laws, Chapter 149, Section 27, as amended. A bid deposit in the amount of 5% of the bid shall accompany every bid. The bid deposit shall be in the form of a bid bond, certified treasurer's check, or cashier's check made payable to the Town of Harvard. Upon award and signing of the contract, the bid deposit will be returned to the bidders. Work under the proposed contract must comply with the requirements of Massachusetts General Laws, Chapter 149, and Chapter 30, Section 39M, as amended. The Town of Harvard is exempt from sales and federal excise tax to the extent permitted under law; bidders should not include such taxes in figuring or in references to any bid.

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

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## **BID CERTIFICATION**

**Complete this page by signing in the space below and return with completed pricing pages as defined in section 3.3**

As required under Chapter 149 Section 44E of Massachusetts General Laws, when returning the Town's solicitation documents, certification must be made to the following by signing in the space indicated below.

**Failure to offer such signature will result in rejection of the bid.**

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 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 that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

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 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.

This bid is submitted by: \_\_\_\_\_  
(Complete name of firm to be given here)

Signature: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Employer I.D. #: \_\_\_\_\_

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## **1. Purpose**

The intent and purpose of this Invitation for Bids is to establish contractual price agreements (labor and materials) for routine and emergency plumbing maintenance services. The work under this contract shall cover the period from January 1, 2017 through December 31, 2017, with an option to extend for one year. The following municipal buildings and facilities shall be covered by this bid award and related contract.

- 13 Ayer Road, Town Hall
- 47 Depot Road, DPW complex
- 7 Fairbank Street, Old Library
- 4 Pond Road, Town Library
- 40 Ayer Road, Public Safety Building
- 11 Elm Street, Center Fire Station
- 231 Still River Road, Still River Fire Station
- 15 Elm Street, Hildreth House/COA Facility
- Cemetery Building

## **2. Scope of Work**

The Contractor shall furnish all labor, materials, equipment, tools and supervision necessary for the complete and satisfactory performance of plumbing maintenance. All work shall be performed by a licensed Journeyman Plumber or a registered Apprentice Plumber employed by a Master Plumber and working under the direct supervision of a Master or Journeyman Plumber in accordance with Massachusetts General Law, Chapter 142, Section 3A (latest revision). The Contractor shall be expected to perform routine and emergency plumbing services at facilities such as office buildings, garages, and libraries. Plumbing services include but are not limited to heating systems, bathroom facilities, sprinkler systems, grease traps, drinking fountains, piping fixtures, etc. When requested, a written estimate shall be provided prior to the commencement of work. Projects estimated to cost greater than \$10,000 may be bid separately.

Contractor shall protect all walls, floors, ceiling, and furniture from any damage. Damage to the building caused by the contractor shall be repaired or replaced at the service company's expense. No soot or refuse shall be left on the site.

Where and when requested, inspect all work areas and report all malfunctions, incipient code violations, or potential problems to the Town-authorized representative in writing within ten (10) days. Provide the Town-authorized representative with a detailed written proposal including cost of any action needed.

Upon receiving a service call from a Town-authorized representative, the Contractor shall respond via a call back within one (1) hour and commence work within two (2) hours for emergency services and within three (3) days for routine services. *Note that failure to respond per this requirement shall be considered a breach of contract and cause for termination.*

Within twenty four (24) hours of completing the service, the Contractor shall notify the Town that the work has been completed. In the event major services are required (estimated at more than \$10,000.00); the Contractor shall submit a detailed cost estimate to the Town and obtain approval

from the authorized representative prior to commencing work. All work shall be done between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise directed in writing by the Town.

All materials shall be new and of satisfactory quality. All workmanship shall conform to the best practice in the trade and be performed by skilled and licensed labor in the field and comply with all federal, state and municipal laws and regulations. The Town will reject any unsatisfactory services. All services shall be guaranteed for a period of one year. All material and debris from the work shall be removed by the Contractor. The premises shall be left clean at all times.

The Contractor shall submit, for each job, a Service Contractor Work Order. The work order must be signed by a Town representative and submitted with the invoice.

The Contractor shall submit, for each job, an invoice listing the materials used and labor hours expended. Materials shall be invoiced at actual cost plus the contracted percentage surcharge and invoices shall show quantities and unit costs. Copies of the Contractor's own material invoices shall be made available to the Town upon request. Labor shall be invoiced at the contracted hourly rates and shall include only the actual time expended on the job and shall not include travel time. Invoices shall be submitted in duplicate, within fifteen (15) days of completion of services to the Office of the Town Administrator, Harvard Town Hall, 13 Ayer Road, Harvard MA 01451.

### **3. Bid Submission Requirements**

All work under the Scope of Services shall comply with the requirements of Massachusetts General Laws, Chapter 30, Section 39M, Chapter 149, Sections 44A through M, et al.

1. All bids/proposals are to be delivered to the place specified and no later than the time specified above.
2. All bids and/or proposals shall be properly signed, enclosed in an envelope, sealed and plainly marked on the outside of the envelope, "**Bid for Plumbing Maintenance**". An individual authorized to bind the bidder to the proposed contractual agreement shall sign the bid proposal.
3. Bid price proposals shall consist of the following:

- BID PRICING SHEET for Plumbing Maintenance Services (p. 13, 14)
- BID CERTIFICATION (p. 3)
- REVENUE ENFORCEMENT AND PROTECTION CERTIFICATION (p. 17)
- NON-COLLUSION FORM (p. 19)
- QUALIFICATION DATA for Plumbing Services (p. 15, 16), and
- Bid Deposit (see below):

A Bid Deposit in the amount of 5% of bid shall accompany every bid. The Bid Deposit shall be in the form of a bid bond, certified treasurer's check or cashier's check made payable to the Town of Harvard. Upon award of the Contract, the Bid Deposit shall be returned to the Bidders.

### **4. Addenda**

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed, emailed, or faxed to all bidders on record as having picked up the IFB from the Town. Ultimately the contractor shall be responsible for contacting the Town to verify that they have received any and all

addenda issued, for familiarizing themselves with all addenda requirements and inclusion of all requirements into their bid prices. Failure to obtain and include all addenda issued by the Town and to list them on the bid form shall be grounds for disqualification.

## **5. Contractor Requirements**

It is mandatory that the Contractor be able to meet the following requirements:

- a. Have been regularly and actively engaged in the plumbing contracting business, operating under the same business name and business organization structure; and performing the type of work described above under "SCOPE OF WORK" for a minimum of two (2) years.
- b. Have a minimum work force consisting of not less than one (1) full-time journeymen or master rated plumber who holds a valid Massachusetts plumbers license.
- c. Have a minimum of one (1) plumbing service truck that is either owned or leased and is available for use by the work force on a full-time basis and is stocked with commonly used consumable supplies and repair parts associated with the plumbing trade.
- d. Maintain a twenty-four (24) hour, seven (7) day per week emergency response telephone number that is staffed by a person (24/7 cell phone is acceptable) and not just an answering machine. (Passive answering machines are not acceptable.)
- e. Carry the required amount of insurance as shown by the insurance requirements on Attachment A, *Insurance Requirements*. Certification of insurance shall be provided to the Town of Harvard prior to commencement of work and not later than fifteen (15) calendar days from notice of contract award. Insurance shall remain in force during the full term of the contractual agreement and/or until work is completed and accepted by the Town of Harvard, whichever is later.
- f. Provide at least three (3) current references that are satisfactory to the Town of Harvard and will serve to illustrate the ability of your firm to act as the primary conveyor to accomplish plumbing maintenance services in accordance with specifications. References used for this purpose shall be public agencies, commercial or industrial accounts that your firm has provided plumbing maintenance service for while serving in the capacity as the "primary" plumbing contractor, versus a subcontractor, and has maintained a contractual work agreement for accomplishing plumbing maintenance services for a period not less than twelve (12) consecutive months. The Town shall also be a reference where applicable.
- g. Rate per hour of the wages to be paid under this particular contractual agreement shall be not less than the applicable rate of wages as determined by the Commissioner of Labor and Industries and announced in the "Minimum Wage Rates Schedule" enclosed herewith.

## **6. General**

The contractor must check in and out with the Office of the Town Administrator, or his designee, the Building Inspector, or the Municipal Buildings Coordinator for work to be performed to determine the exact scope of the task required and open a work order which specifies the work and labor force required. This work is of a nature to require a plumbing permit; therefore the plumbing permit number shall be included on the work order. After the work is completed, the contractor shall list the hours worked on site, the worker's name, trade skill level (licensed journeyman or registered apprentice) and the materials used. The Town Administrator, or the appropriate site manager, e.g., the Police Chief, Fire Chief, Library Director, Director of Public Works, Council on Aging Director, or the Municipal Buildings Coordinator, must sign off on the work order. A copy of the work order must accompany the invoice submitted for payment of the work. If a plumbing

permit is required, the work order must have the inspector's signature. The invoice must show the labor hours and costs, the contractor cost and mark-up of all materials used, and any other miscellaneous charges.

## **7. Hours of Work**

It is intended that the Contractor shall accomplish the majority of work during normal business hours and on a straight time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the department manager or contract administrator of the requesting department. Payment of overtime requires approval of the department manager or contract administrator. Standard hours of work shall be Monday-Friday 7:00 a.m. until 5:00 p.m.

## **8. Quality of Work**

All work is to be quality work and shall be performed according to the standards of the industry and according to the plans, directions and instructions as presented by the authorized representatives of the Town of Harvard. It is the Contractor's responsibility to ensure that all materials for the Town of Harvard shall meet the appropriate industry standards, DCAM standards, and the "Standard Specifications for Road and Bridge Construction" of the Commonwealth of Massachusetts and the standards included in the Department of Public Works Standard Specifications and all revisions and amendments thereto. The Bidder and his/her subcontractors shall also be required to meet the additional technical qualification requirements as specified in these specifications.

## **9. Number of Workers**

The hourly rates reflect the amount a contractor will charge *in total* per hour only - not per hour per person. Only one tradesman shall be assigned to work on a job. Prior permission must be received before the contractor can assign more than one worker per job, including apprentices/helpers. The Town reserves the right to question whether additional personnel are warranted on a particular job based upon each job quote/proposal and performance status. Special attention will be given to allow for assistance when needed, or an unexpected parts acquisition is needed during a job to contain costs. However, the contractor must arrive at any routine job that he has quoted prepared with the appropriate personnel; equipment and supplies to perform the project with minor off-site time and travel.

## **10. Contractor's Personnel**

The Contractor shall only use trained personnel who are directly employed and supervised by the Contractor unless prior approval is obtained (See Subcontracting). The Contractor and/or any plumbers that perform oversight of this work (under this contract) shall hold a valid Massachusetts Plumbers License.

## **11. Materials Safety Data Sheets**

The contractor must supply all applicable MSDS forms as requested by the Town. Pursuant to M.G. L. Ch. 111F, ss. 8, 9, 10. any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws.



## **12. Response Times**

- a. ***Emergency Repairs:*** The contractor shall acknowledge all service calls within one (1) hour of the call being placed. *Response to calls from the Town for emergency service is required 24 hours a day, seven days a week.* Contractors must have an interactive paging or telephone answering service, or a cell phone number that is available 24 hours a day 7 days a week; passive answering machines are not acceptable. Repair personnel shall arrive at the designated job site not later than two (2) hours after an authorized Town of Harvard employee has made notification that an emergency repair is required.
- b. ***Non-emergency Repairs:*** Repair must start within three (3) business days of receipt of a work order initiated by the Town Administrator, his designee, other appropriate site manager, or another authorized/designated employee of the Town of Harvard, unless otherwise agreed to by the town.

## **13. Subcontracting**

The Contractor shall not subcontract or sublet any portion of the work without the written consent of the Town Administrator.

## **14. Permits and Licenses**

The Contractor shall be responsible to obtain any necessary permits for work directed under this contract. Payments for such will be made on the basis of billed cost to the Contractor. This pay provision relates to permits that are exclusive, and a “one-time use” type permit for work performed under this contract.

## **15. Inspection**

The Town of Harvard reserves the right to inspect any and all work in progress or completed. Any omission or failure on the part of the Town of Harvard’s representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.

If the Contract Documents, the Owner’s or his/her agent’s instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, Contractor shall give the Owner or his/her agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or his/her agent or other proper authorities, be uncovered for examination at Contractor’s expense.

## **16. Warranty of Materials and Workmanship**

All materials and equipment provided under the contract shall be listed and labeled for the purpose intended. All work provided under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship and installation.

Contractor shall provide a written one (1) year warranty for equipment installed during the contract period. Warranty Certificate shall be provided to the using agency that places the order. The Contractor warrants that, unless otherwise specified, all materials and equipment, incorporated in

the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be considered defective.

## **17. Working Time**

Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back *are not part of this Contract and will not be paid by the Town*. Computation of the number of hours worked shall include *only* those hours spent at the job site, excluding meal times.

## **18. Payment**

The Contractor will be paid per approved invoice (on a monthly basis). An invoice will be presented for the services performed. This invoice shall, as a minimum, identify the work that was done, where it was done, when it was done, who authorized it and the applicable work order. Additionally, it will detail the unit cost and extended cost for each wage/labor category, Contractor cost and applicable markup for parts and/or materials and costs for equipment rental.

## **19. Report**

The Contractor shall maintain and keep current a summary report that will reflect cumulative dollar figures for items invoiced. This report shall be made available to the Town of Harvard, upon request, and shall reflect cumulative dollar figures for each wage/labor category, Contractor cost and applicable markup for parts and/or materials and costs for equipment rental.

## **20. Charges for Equipment Rental**

Any equipment that is rented by the Contractor in the performance of this contract shall be charged to the Town of Harvard at the same standard rate as invoiced by the rental company.

## **21. Rejection of Bids**

The Town of Harvard reserves the right to reject any and all bids.

## **22. Cancellation of Contract**

The Town of Harvard reserves the right to cancel and terminate the contract in the event that the services provided by the Contractor prove to be unsatisfactory.

## **23. Contract Value**

Work to be performed and material to be supplied under this contract will be paid as invoiced and approved. Estimated value of contract is up to \$20,000 per year.

## **24. References**

Upon request the lowest Bidder shall submit a complete list of contracts they have performed that are similar in size and scope to this contract in the past three years including contact names and telephone numbers. Failure to submit a complete list of contracts will be grounds to reject the bid.

Prior problems, issues or concerns of any kind with work performed for the Town of Harvard shall be grounds for disqualification.

## **25. Basis for Determining Lowest Bidder**

The lowest Bid shall refer to the sum of each labor cost times the estimated number of hours (straight and overtime) plus the estimated acquisition value of repair parts and the added value of these repair parts after the resale to the Town of Harvard.

## **26. Basis for Award of Contract**

Award of this contract shall be made to the lowest responsible and eligible general bidder within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids. The Town reserves the right to reject any and all bids if deemed in the Town's best interest.

## **27. Contract Length**

The Contract shall cover the period from January 1, 2017 through December 31, 2017 with an option to extend for one calendar year.

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## BID PRICING SHEET

### I. Labor *CY2017: January 1, 2017 through December 31, 2017*

#### HOURLY RATES

Monday-Friday, 7:00 a.m. until 5:00 p.m. (Straight Time)      \$\_\_\_\_\_/Hr x 50 Hrs = \$\_\_\_\_\_

All work outside of straight time M-F shall be at 1.5x straight time.

Cost of labor is inclusive of truck transport and distance travelled.

**Labor Total**      \$\_\_\_\_\_

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### II. Materials

Materials (*Fixed, for bid comparison purposes*)      \$10,000 (Fixed)

Contractor's MARK-UP

\_\_\_\_\_ %      \$\_\_\_\_\_

**Materials Total**      \$\_\_\_\_\_

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### III. Total Bid Amount

a. Labor Total      \$\_\_\_\_\_

Materials (Fixed)      \$10,000.00 (Fixed)

b. Materials Mark-up Total      \$\_\_\_\_\_

c. Totals (a + b this is the bid amount)      \$\_\_\_\_\_

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**Amount written in words:**

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## **BID PRICING SHEET, Continued**

**Addenda:** This bid includes addenda numbered (list all addenda numbers):

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*The quantities specified are approximate and are based on previous consumption. It is specifically understood that the Town does not agree to purchase any specific quantity, and purchases will be made for actual requirements of the Town, only. The Town may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response. Bids must remain firm throughout the contract term, unless otherwise specified. No increase in the unit price bid, once accepted and awarded will be permitted.*

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE (sign): \_\_\_\_\_

NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

## QUALIFICATION DATA

1. List the exact name of your firm:

- 
2. How many years has your firm been in business under its present business name and business organization structure?:

Years \_\_\_\_\_

3. How many years has your firm been regularly and actively engaged in the plumbing contracting business, performing the type of work described in paragraph 2 of the specification "Scope of Work"?:

Years \_\_\_\_\_

4. How many full-time journeymen and master rated plumbing technicians who hold a valid Massachusetts plumbing license does your firm employ?:

Journeyman \_\_\_\_\_

Master \_\_\_\_\_

5. How many plumbing service trucks are either owned or leased by your firm and are available for your plumbing service work force on a full-time basis?

Owned \_\_\_\_\_

Leased \_\_\_\_\_

6. Does your firm provide emergency repair service on a 24-hour, 7-day per week basis?

☐ Yes ☐ No

7. Does your firm have a twenty-four (24) hour emergency number that is staffed by a person and not an answering machine; or a cell phone number that is available twenty-four (24) hours a day seven (7) days a week?

☐ Yes ☐ No

If yes, please list number: \_\_\_\_\_

**QUALIFICATION DATA, Continued**

8. Indicate below three (3) references that will serve to illustrate the ability of your firm to act as the primary contractor for the contract:

Client Name and Address	Contact Person, Telephone #

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE (sign): \_\_\_\_\_

NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_



## **REVENUE ENFORCEMENT AND PROTECTION CERTIFICATION (REAP)**

Pursuant to Mass. G.L. Ch62C, Section 49A, I certify under the Penalties of Perjury That I Have Filed All Mass. State Tax Returns and Paid ALL Mass. State and Town taxes required under Law.

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

Street and No. \_\_\_\_\_

City or Town \_\_\_\_\_

State    Zip Code \_\_\_\_\_

Tel. No. \_\_\_\_\_

Social Security No. or Federal Identification No. \_\_\_\_\_

Certified by State Office of Minority and  
Women Business Assistance (SOMWBA) \_\_\_\_\_

Date of Certification \_\_\_\_\_

Failure to complete this form will result in rejection of bid.

\_\_\_\_\_  
Authorized Signature Date

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## **CERTIFICATE OF NON-COLLUSION**

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

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Name of person signing bid or proposal

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Name of business

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

This agreement made and entered into this \_\_\_\_\_(DATE OF AGREEMENT), by and between the Town of Harvard, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the “Town”, by and through its Board of Selectmen and (Contractor / Address), the Vendor.

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

\_\_\_\_\_(SUPPLY OR SERVICE)  
in accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Vendor’s Bid documents annexed hereto and incorporated hereby by reference marked Exhibit “A”. This Contract is subject to and conditioned upon appropriation by the Town.

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

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

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

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

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

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

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

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

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

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

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Town Administrator

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Contractor

As to appropriation:

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Town Accountant



**TOWN OF HARVARD**

## **INSURANCE REQUIREMENTS**

**A. Workers' Compensation**

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

**B. Comprehensive General Liability Property Insurance**

Limits of Liability for Bodily Injury and Property Damage Coverage as follows:

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

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

- (a) Work performed by the Contractor himself with his/her own employees; 'Premises-operations' line.
- (b) Work performed by his/her Subcontractors; Contractor's Protective Liability; "sublet work" or "Independent Contractors" line.
- (c) The Contractor's liability assumed under the contract terms; "hold harmless" or "indemnity agreement" line, also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate.

**C. Owner's Protective Liability Insurance**

The contractor shall take out and furnish the Certificates of Insurance naming the Town of Harvard as an additional insured during the life of this contract.

**D. Comprehensive Auto Liability Insurance**

All minimum coverage as required under MGLs for operation and registration of motor vehicles, and excess Bodily Injury and Property damage with a combined single limit of \$1 Million. The insurance is to include all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the contract.

**E. General Requirements for all lines of insurance furnished**

All policies shall be written so the Town is notified of cancellation or addition of 'restrictive amendments' by registered mail or fax no later than 20 days prior to the effective date of such cancellation or amendment.