

Tri-Town Water Board Specifications for Tree Removal and Stump Removal

The Tri-Town Water Board is seeking proposals from qualified vendors for Tree Removal & Tree Stump Removal at various locations located on the drawings included in the packet provided. There is a total of approximately 15 acres to be cleared and graded. Work to be performed under the supervision of the Braintree Water Works Superintendent. The estimated funding of this proposal is **\$165,000.00**

Minimum requirements are as follows: (Please Check appropriate Boxes)

- Experienced, competent tree climber, capable of the removal of trees.
- 60 Ft. Bucket Truck
- Completely insulated fiberglass buckets
- Completely insulated fiberglass brooms
- Brush Chipper with Truck
- 75 Ft. Truck Crane for Tree Removal
- Chain Saws & Pole Saws
- All proper safety gear must be used at all times.
- Successful Vendor is responsible for cleanup & disposal of all debris at Vendor's expense, to the satisfaction of the Tri-Town Board, or his designee.
- Log Loading Truck
- Stump Grinder with Truck

REFERENCES:

Vendor must supply a list of all tree removal projects and work performed in the past two years. Such list must include the name of the person, business or municipality for whom such work was performed, along with the name of a contact person and telephone number. A proposal may be rejected on the basis of one or more references reporting poor past performance by the bidder.

PRICING: The pricing will include the cutting and removal of trees, and stumps. Material may be chipped on site and all of the estimated 12 acres will be cleaned up and regraded.

GENERAL INFORMATION:

Bids must be submitted no later than **Thursday, May 4, 2017 @ 11:00 AM** at which time bids will be publicly opened and read aloud. Bids must be submitted in a sealed envelope, identifying bid and date & time due, to **Braintree Water and Sewer Dept, 85 Quincy Avenue, Braintree, MA. 02184.**

BID DEPOSIT: Each bidder must submit with its bid a bid deposit equal to 5% of the amount of the bid. The bid deposit may be in the form of a certified treasurer's or cashier's check payable to Town of Braintree from a responsible bank or trust company; cash; or a bid bond.

Bids may be modified or withdrawn by written request received by the Town at the above address before the scheduled date & time of opening. Any questions must be submitted in writing and received at the above address no later than 5 calendar days before the scheduled opening. Any response, if deemed necessary by the Town, will be issued in writing & delivered to the address of each bidder provided for this purpose. The Town shall not be responsible for written requests not received within the times prescribed above.

PAYMENT & PERFORMANCE BONDS:

The successful bidder shall provide Payment and Performance Bonds, each in an amount not less than one half (not to exceed) the amount of the Contract price. Bonds must be issued by a company licensed by the Commonwealth of Massachusetts Division of Insurance. Further, should Bond be issued by Authorized Carrier located outside the Commonwealth of Massachusetts, the Vendor shall provide a Bond Rider indicating the Bond Company's Resident Agent in Massachusetts.

VII. INSURANCE

Vendor shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Errors and Omissions insurance coverage, Vendor is required by this agreement to name the Towns of Braintree, Randolph, and Holbrook as additional insured and to provide the Towns with certificates of insurance coverage indicating that all three Towns have been added as an additional insured under all insurance coverages required by this contract. Further, the Vendor is required to provide the Towns with a copy of the current additional insured endorsement page, reflecting that the Towns of Braintree, Randolph, and Holbrook have been listed as an additional insured, for each insurance policy to which the Towns have been added.

- A. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- B. Automobile Liability (applicable for any vendor/consultant who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident;
- C. Professional Errors and Omissions Liability (applicable for any vendor/consultant providing design, architectural, engineering, financial advising or similar services) in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- D. Pollution Liability (applicable for any vendor/consultant who has pollution exposure) in the amount of \$3,000,000 for each occurrence and \$3,000,000 in the aggregate;
- E. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate; and
- F. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Vendor to be awarded this contract. The types of insurance and coverage limits stated herein are not intended in any way to limit the Vendor's liability for any damages arising from the Vendor's performance of services under this contract.

The Vendor is required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, The Vendor shall immediately notify the Towns of Braintree, Randolph, an Holbrook and within thirty (30) days of said lapse, the Vendor shall provide the Towns with a new certificate of insurance coverage.

PREVAILING WAGES:

The successful bidder shall comply with the provisions of prevailing wages as governed by MG.L. c.149, 26-27, as established by the Department of Labor, Division of Occupational Safety. A copy of Prevailing Wage Schedule is attached.

RULE FOR AWARD:

One contract will be awarded to the responsible and responsive bidder offering the lowest Bid Total.

All of the above Specifications must be met. No Deviations or Alternate Bids will be accepted.

THE TRI-TOWN BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, IF IT IS DEEMED TO BE IN THE BEST INTEREST OF THE TOWNS OF BRAINTREE, RANDOLPH, AND HOLBROOK

CERTIFICATION OF TAX COMPLIANCE

I, _____, for _____,
(Name of representative, position/title) (Company / Consultant)

a Company, Consultant or Corporation existing or formed under the laws of the

_____, having a principal place of business at
(state)

_____, hereby certify that the
(Company/Consultant/Corporation Business Address)

Company/Consultant/Corporation is in full compliance with all laws of the
Commonwealth of Massachusetts relating to taxes, as required by
Massachusetts General Laws, Chapter 62C, Section 49A.

Signed under pains and penalties of perjury this ____ day of _____, 20__.

(signature of representative/position/title)

(print name of person signing above)

Date: _____

Certificate of Authorization

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, _____ is: (CHECK ONE)
(Name of Company/Consultant/Corporation)

_____ A. a corporation formed and existing under the laws of the state of _____, and pursuant to the corporate by-laws,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

_____ B. a limited liability company or a partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

_____ C. is a sole proprietorship owned an operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

Signature:
(Must be signed by Corporate Officer, Partner,
or Sole Proprietor)

Print Name of Above

Title

Date

CERTIFICATION OF NON-COLLUSION

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

For (Vendor/Company) *

Signature

Printed Name: _____

Title: _____

Date: _____

*Must be signed by the person signing the bid, proposal, or contract.

ADDENDUM NO. 1

DATE: May 10, 2017
TO: ALL BIDDERS OF RECORD
RE: CONTRACT BID DATE
Tree and Stump Removal and General Land Clearing

Receipt of Bids: Bids are due on **Wednesday May 24th at 11:00 AM** prevailing time at the Water and Sewer Department Office at 85 Quincy Avenue, Braintree, MA 02184.

Acknowledge receipt of this Addendum by inserting its number and date on Page 1 of the BID PROPOSAL. Failure to do so may subject the bidder to disqualification.

There are no changes to the original contract documents. Addendum No.1 verifies that a new bid opening date of Wednesday May 24th at 11:00 AM has been established.

Due to new procurement laws, this bid has to also be advertised in COMMBUYS.

Total number of pages in this Addendum is 1

END OF ADDENDUM NO. 1