INVITATION FOR BIDDERS
ON CALL PAINTING SERVICES

Notice is hereby given that the Town of North Reading is seeking bids from qualified painting Contractors for the purpose of establishing contractual agreements for labor and materials required for on call painting services for municipal buildings for the two-year period from March 1, 2016 through February 28, 2018. Invitation for Bidders (IFB) Packages with specifications and a sample contract will be available on February 4, 2016, on the Town of North Reading Website – www.northreadingma.gov – (click on Useful Links, then DPW Bid Opportunities). Obtaining the bid documents online is strongly encouraged. If necessary you may also contact the Department of Public Works, 235 North Street, North Reading, Massachusetts 01864, during weekday business hours: Monday-Thursday 8:00 a.m. to 4:00 p.m. and Friday 8:00 a.m. to 1 p.m. or by calling (978) 664-6060. All bids must conform to the specifications of the Department of Public Works and be submitted on the proper forms to be considered a valid bid. Sealed bids entitled "**Bid for On Call Painting Services**" will be accepted at the Department of Public Works at the above address, until **March 10, 2016 at 10:00 A.M**. Bidders may correct, modify or withdraw their bids up to this time. Bids will be publicly opened and read in Room 14, Town Hall at 10:00 a.m.

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 North Reading. 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 North Reading 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 North Reading 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.

Michael P. Gilleberto
Town Administrator
Town of North Reading

On Call Painting Services

1. PURPOSE

The intent and purpose of this Invitation for Bids is to establish contractual price agreements (labor and materials) for on call painting services. The work under this contract shall cover the period from March 1, 2016 through February 28, 2018. The following municipal buildings and facilities shall be covered by this bid award and related contract.

Building	Address
Building on the Common	157 Park Street
Town Hall	235 North Street
Police Station	152 Park Street
Fire Station	154 Park Street
DPW Garage/ Dog House	166 Chestnut Street
Flint Library	147 Park Street
Damon Tavern	21 Bow Street
Lakeside Water Treatment Plant	66 Lakeside Drive
West Village Water Treatment Plant	0 Cold Spring Road

2. SCOPE OF WORK

The Contractor(s) shall furnish all labor, materials, tools, equipment and supervision necessary for Town Wide On Call painting services for all Town buildings as directed by Director of Public Works, or his designee, the Building Superintendent, in accordance with the specifications and terms & conditions attached. All work performed under this contract will be done in workmanship-like manner to accordance industry standards and in accordance with local, state and federal building regulations.

This is an on call contract with no guarantee as to the number of calls or hours that would be required during the contract period. The Town of North Reading reserves the right to contract with multiple contractors. When requested, a written estimate shall be provided prior to commencement of work. Projects estimated to cost greater than $10,000 may be bid separately.

The contractor will furnish all labor, material, and equipment for the installation and application of finishes. The Town reserves the right to provide the materials for a job at their option. Work to be performed includes, but is not limited to: cleaning, scraping, sanding, priming and painting of interior & exterior surfaces. Countersink protruding nails, screws, etc. Filling, puttying patching, glazing, caulking and carpentry work shall be done wherever necessary to restore to original conditions prior to work commencing. All surfaces shall be washed down with a TSP or equivalent solution prior to painting. Known lead containing paint will be prepared and encapsulated according to OSHA regulations “Lead in Construction”.

The Contractor shall apply one (1) coat minimum of Benjamin Moore latex primer paint or approved equivalent. The Contractor shall apply two (2) coats minimum of Benjamin Moore semi-gloss latex paint or approved equivalent. A paint specification sheet shall be provided.

The successful bidder shall maintain good, clean, safe working conditions at all times and shall be responsible for keeping the area free from all debris, machine parts, equipment, tools, etc and shall leave the areas clean and orderly at all times. Drop cloths or plastic sheeting shall be used to protect all unpainted surfaces, including but not limited to siding, windows, screens, cables, gutters, downspouts, air conditioning condensers, solar equipment, grounds, roof surfaces, foundations, grass, stairs, asphalt, gravel and shrubs. The Contractor shall leave the area clean and free of any work related debris upon completion. The Contractor shall be responsible for disposal of all job related in Town dumpsters.

Contractor is responsible for providing adequate safety measures during work to insure protection of life and property. Staging, ladders, and all painting equipment on site during and at the end of each work day shall be stored safely according to OSHA standards, and so as to not present a hazard. Contractor shall protect the owner's property from damage, injury, or loss in connection with this work. The Town is not liable for any equipment, vehicles, or personnel property left on site.

The Contractor is responsible for damage to any and all components of the building during the course of work, such as roof flashing, siding, foundations, windows, screens, stairs, using such equipment as ladders, staging, power tools, etc. Damage shall be immediately reported to the Director of Public Works or his designee.

Access to the building shall be safely maintained at all times. Contractor is responsible for safely maintaining access to the building, parking lots and driveways.

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 within one (1) day and commence work within ten (10) days for routine services. Note that failure to respond per this requirement shall be considered a breach of contract and cause for termination. The Town reserves the right to use an alternate contractor in cases of breach of contract.

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); 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.

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 Department of Public Works, Town Hall, 235 North Street, North Reading, MA 01864.

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 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 On Call Painting Services"**. 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:
   a) Bid Proposal Form for On Call Painting Services,
   b) Signed Town of North Reading Certifications (Tax Compliance, Non-Collusion, Public Contractor Disbarment, and OSHA Training),
   c) Contract Qualification Data,
   d) Bid Deposit (see below), and
   e) All issued addendums

A Bid Deposit in the amount of five percent (5%) of bid shall accompany every bid. The Bid Deposit shall be in the form of a bid bond, certified treasurer's check or cashiers check made payable to the Town of North Reading. Upon award of the Contract, the Bid Deposit shall be returned to the Bidders. A Payment Bond in the amount of the bid will be required at the time of agreement signing for bids at or above $25,000.

4. ADDENDA

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed 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:

1) Have been regularly and actively engaged in the painting 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 three (3) years, and is located within twenty (20) mile radius of the Town of North Reading Town Hall.

2) Have a work force capable of providing the specified goods and services on schedule, in working order, in an intact and undamaged condition, and providing any support services in a professional and workmanlike manner.

3) Carry the required amount of insurance as shown by the insurance requirement enclosed herewith. Certification of insurance shall be provided to the Town of North Reading prior to the 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 North Reading.

4) Provide at least three (3) current references that are satisfactory to the Town of North Reading and will serve to illustrate the ability of your firm to act as the primary conveyor to accomplish on call painting services in accordance with specifications. References used for this purpose shall be public agencies, commercial or industrial accounts that your firm has provided painting service for while serving in the capacity as the "primary" Contractor, versus a subcontractor, and has maintained a contractual work agreement for accomplishing painting services for a period not less than twelve (12) consecutive months. The Town shall also be a reference where applicable.

5) 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 Director of Public Works, or his designee, the Building Superintendent, for work to be performed at municipal locations to determine the exact scope of the task required and open a work order which specifies the work and labor force required. If this work is of a nature to require a permit; therefore the 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 and the materials used. The Director of Public Works or his designee, the Building Superintendent, must sign off on the work order before the Contractor leaves the work site. A copy of the work order must accompany the invoice submitted for payment of the work. If a 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 of the Director of Public Works. 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 Director of Public Works, or his designee, the Building Superintendent. It is the Contractor's responsibility to ensure that all materials for the Town of North Reading 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 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).

11. MATERIALS SAFETY DATA SHEETS

The Contractor must supply all applicable Material Safety Data Sheet (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

1) **Emergency Repairs:** not applicable
2) **Non-emergency Repairs:** The Contractor shall acknowledge all service calls within one (1) day of the call being placed. Repair/ painting must start within ten (10) business days of receipt of a work order initiated by the Director of Public Works, or his designee, the Building Superintendent, 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 Director of Public Works.

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. The Town may choose to waive permit fees for this work.

15. INSPECTION

The Town of North Reading reserves the right to inspect any and all work in progress or completed. Any omission or failure on the part of the Town of North Reading'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 per department. This report shall be provided to the Town of North Reading annually or 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 North Reading at the same standard rate as typically invoiced by the rental company.

21. REJECTION OF BIDS

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

22. CANCELLATION OF CONTRACT

The Town of North Reading 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 $25,000 per year.

24. REFERENCES

The 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 North Reading shall be grounds for disqualification. The Bidder shall complete & submit the Contractor Qualification Data form

25. BASIS FOR DETERMINING LOW 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 of these parts to the Town of North Reading by the Contractor.

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 March 1, 2016 through February 28, 2018.

BID PRICING SHEET

1. LABOR

Year 1 March 1, 2016 through February 28, 2017

HOURLY RATES: PAINTER

Monday-Friday 7:00am until 5:00pm (straight time) $_____/Hr X 150 Hrs =$_____

Monday-Friday after hours Saturday/Sunday/Holidays $_____/Hr X 25 Hrs =$_____

YEAR 1 LABOR TOTAL $ _____

Year 2 March 1, 2017 through February 28, 2018

HOURLY RATES: PAINTER

Monday-Friday 7:00am until 5:00pm (straight time) $_____/Hr X 150 Hrs =$_____

Monday-Friday after hours Saturday/Sunday/Holidays $_____/Hr X 25 Hrs =$_____

YEAR 2 LABOR TOTAL $ _____

TOTAL LABOR TOTAL FOR CALENDAR YEARS 2016 AND 2017 $ _____

2. MATERIALS

Materials (Fixed) **$ 2,000.00 (Fixed)**

3. CONTRACTOR'S cost plus MARK-UP

$2,000 X _____% X 2 Years $_____
(i.e.: $2,000 X .03 X 2 Years = $120)

3. TOTAL BID AMOUNT

1. Labor Total: $_____

2. Materials (Fixed) **$ 2,000.00 (Fixed)**

3. Mark-Up Total: $_____

4. Totals (Add Lines 1, 2 & 3 - This Is the Bid Amount) **$**_____

AMOUNT WRITTEN IN WORDS: _____

ADDENDA: This bid includes addenda numbered (List all Addenda numbers): _____

_____

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: _____

CONTRACTOR QUALIFICATION DATA

a) List the exact name of your firm.

_____

b) How many years has your firm been in business under its present business name and business organization structure?
_____ years

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

_____ years

c) How many full-time painters does your firm employ?

_____ Painters

d) 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 and Telephone #**
1.	
2.	
3.	

COMPANY NAME: _____

ADDRESS: _____

_____

AUTHORIZED SIGNATURE (sign): _____

NAME (print): _____

TITLE: _____

PHONE: _____

DATE: _____

INSURANCE REQUIREMENTS

A. Worker's Compensation and Employer's Liability Insurance

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 Insurance

Coverage for Bodily Injury and Property Damage as follows:

Limits of Liability

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:

1. **Work performed by the Contractor himself with his own employees;** "premises-operations" line.
2. **Work performed by his Subcontractors; Contractor's Protective Liability;** ("sublet work" or "Independent Contractors") line. Use of subcontractors may be subject to provisions within the Specifications regarding prior approval by the Town. All subcontractors must also provide Certificates of Workers' Compensation or General Liability Insurance.
3. **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 North Reading as additional insured as their interest may appear and maintain during the life of this Contract complete. General Liability Insurance in amounts set forth above for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

D. Comprehensive Automobile Liability Insurance

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

Bodily Injury and Property Damage 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 to be furnished

All policies shall be written so the Town shall be notified of cancellation or addition of "restrictive amendments" by Registered Mail or by FAX not later than twenty (20) days prior to the effective date of such cancellation or amendment.

If the initial policy/policies expire prior to the completion of the work, renewal certificates shall be promptly filed with the Town for extensions of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.

The Contractor shall require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor, and the Town shall be held harmless from liability in all such policies. Use of subcontractor(s) may be subject to the prior approval of the Town as described more fully in applicable contract terms and conditions.

CERTIFICATIONS

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

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

OSHA TRAINING

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

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

COMPLETE AND SIGN BELOW:

_____ _____
Authorized Person's Signature Date

_____
Print Name & Title of Signatory

_____
Name of Contractor

SAMPLE AGREEMENT BY AND BETWEEN THE TOWN OF NORTH READING AND (CONTRACTOR)

This agreement made and entered into this _____2015, by and between the Town of North Reading, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "Town", by and through its Town Administrator and (Contractor / Address), the Contractor for the two year period March 1, 2016 to February 28, 2018.

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

On Call Painting Services in accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Contractor 's Bid documents annexed hereto, to include the Bid Pricing Sheet and Certifications, and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the Town of North Reading.

ARTICLE II. The Town agrees to pay for the Contractor for work performed in conformity with Section 18 of 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 Contractor shall submit and conform to all determinations and directions of the designee of the Town of North Reading relating to the services and its delivery, suitableness, 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 Contractor 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 Contractor 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 Contractor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Town Administrator, that the Contractor 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 Contractor 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 Contractor shall not assign this contract without express prior written consent of the Town of North Reading.

ARTICLE X. The Contractor shall indemnify and save harmless the Town of North Reading 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 Contractor '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.

Town of North Reading

_____
Town Administrator

Contractor

_____

MINIMUM WAGE RATES

Please see MA Department of Labor & Workforce Development
Wage Request Number 21051019-053
Issued 10/19/15