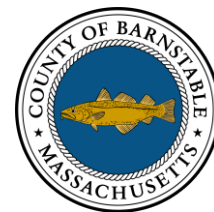


Barnstable County

Regional Government of Cape Cod

Purchasing Department

Jennifer L.V. Frates, Chief Procurement Officer



TRADESPERSON CONTRACT BLANKET USE INSTRUCTIONS

The contract provides Contractors who provide construction, reconstruction, alteration, installation, demolition, maintenance and/or repair services and, if needed, associated materials for seventeen (17) trade categories identified below;

Categories:

Alarms (Fire)

Alarms (Security)

Asphalt/Paving Services

Commercial Boiler Services

Electrician Services

Fencing

General Contractors

Generator/Turbine Services

HVAC

Locksmith/Door Hardware

Masonry

Painting

Plumbing Services

Pump/Motor Services

Roofing Services

Septic Services

Tree Services

MUNICIPALITY RESPONSIBILITIES

The purpose of this Contract is for Construction Projects less than \$50,000* that fall under M.G.L. Ch 149 for Building Construction and 30,39M for Public Works Construction.

*Please note this dollar threshold is for labor only, not including material. Towns are encouraged to request a breakdown of Labor and Materials separately when obtaining quotes to ensure compliance.

Labor under \$10,000

Awarding Authorities are to use Sound Business Practice. Although multiple quotes are not required, Towns are encouraged to contact contractors on the list and to attempt quotes whenever possible.

The exception to this is that if the total cost of labor and materials puts a project over the \$10,000 threshold, contract users must solicit at least three written quotes from the list of contractors and receive a minimum of two bid responses required.

Labor between \$10,000 to \$50,000

Contract users **must** solicit at least three written quotes from the list of contractors and receive a minimum of two bid responses required. There may be instances where there are not enough contractors within a category at which point Towns may use State Trade Labor Contracts to supplement and meet the requirement. You may utilize the [State Tradespersons Contract Index](#) to find contractors quickly and easily.

The quote solicitation from each awarding authority should include:

- Date/time deadline for submitting a quote;
- Written scope of work and drawings (if applicable) that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority;
- Site visit date/time/location for Contractors to familiarize themselves with the project prior to submitting quotes;
- Project performance schedule requirements;
- Prevailing Wage Schedule for the project;
 - Contractor quotes will include their mark-up over prevailing wage and materials.*
- Payment bond for 50% of projects estimated over \$25,000;
- DCAMM Certification for projects under MGL Ch 149 that are over \$150,000 (total of labor, materials, other expenses i.e. equipment rental)

OPTIONAL (all of these were obtained with this initial bid however Towns may want to obtain:

- Tax Certification Form;
- Certificate of Non-Collusion Form;
- OSHA Certification Form;
- References
- Complete "Contract Supplemental Terms" as appropriate for specific project

When the quotes are received the Awarding Authority will review and check references. Award for the project will be given to the most responsible, eligible, quoting contractor offering the lowest price. Develop and execute a written contract for the work. Obtain certificates of insurance and bonds if required.

Once a contract is executed, a project kick-off meeting may be scheduled and a Notice to Proceed issued.

Awarding Authorities will be responsible for obtaining certified payrolls and ensuring compliance.

No public notification for advertising or award notification is required for utilizing this blanket contract. The awarding authority shall maintain a procurement file in accordance with file retention regulations.

On an annual basis the County will be reopening the bid to obtain more vendors for the categories listed above. Towns are encouraged to refer contractors that they use that are not on the list to visit the County's Purchasing Website for upcoming bidding opportunities.

If you experience any issues with responsiveness or quality of performance from your contractors on this blanket, please let us know by email at the end of the project.

**Only Trades from Bid #7997*

CONTRACTOR'S RESPONSIBILITIES

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of work. Contractor shall be responsible to see that the finished work complies accurately with the contract documents.

Contractor shall provide competent, suitably qualified personnel to perform the work as required by the contract documents. Contractor shall always maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all work at the site shall be performed during regular working hours, and contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without a Town's written consent.

If any aspect of a project is to be sub contracted it must be so noted within your response. Include the name of the sub-contractors and qualifications.

All materials and equipment incorporated in the work under the specifications shall be new, first class and in accordance with the RFQ documents. All replacement parts, components or devices shall meet state code and be warranted by the manufacturer specifications as compatible. All workmanship must be performed by persons qualified in their respective trades and warranted for one year. Work not conforming to these warranties shall be deemed unacceptable and shall not be paid. If the awarding authority is providing any of the equipment or materials, it will be clearly stated in the request for quote. If required by the County or Town, contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable Laws and Regulations, the County or Town shall not be responsible for monitoring contractor's compliance with any Laws or Regulations.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

all employees on the work and other persons and organizations who may be affected thereby:

all the work and materials and equipment to be incorporated there in, whether in storage on or off the site; and

other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of work

Contractor shall comply with all applicable Laws, regulations and Guidelines of any public body (examples: OSHA, DIGSAFE, MHD Work Zone Safety Guidelines) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by contractor, any sub-contractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the County, any Town or anyone employed by any of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of contractor). Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

Permits

Contractor is responsible for obtaining and submitting all required permits from any Federal, State or Local Agency. Contractors are responsible for payment of all permits. Eligible entities will not pay for permits of any kind unless specifically noted in the individual quotes.

No Pre-Payments

Contractor must not request any form of pre-payments by the town in form of partial payments or scheduled maintenance agreements. Eligible entities will not pay contractor until services is completed in a satisfactory manner and signed off by eligible entity.

No Minimum Charge

Contractors are paid only for hours worked on location. Labor charges begin at job location and end at job location. Towns will not pay for any additional labor charges for time away from job location.

No Additional Charges

Contractors are not allowed to charge for permits, set-up, cleaning, freight, shipping, quotes, travel, transportation, delivery, commuting, fuel, energy, insurance, meals, lodging, and/or incidental fees. No surcharges will be allowed throughout the duration of contracts.

Warranty and Guarantee; Tests and Inspection; Correction, Removal or Acceptance of Defective Work

Contractor warrants and guarantees to the County and the Towns that all work will be in accordance with the contract documents and will not be defective. Prompt notice of all defects shall be given to contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

The County's or Town's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspecting and testing.

CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give each Town timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall furnish written information to each Town stating the original sources of all materials manufactured away from the actual site of the work. In order to insure a proper time sequence for required inspection and approval, this information shall be furnished at least two weeks in advance of the incorporation in the Work of any such materials.

If any work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of a specific Town, it must, if requested by that Town, be uncovered for observation.

Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given that Town timely notice of CONTRACTOR'S intention to cover the same and that Town has not acted with reasonable promptness in response to such notice.

Neither observations by the County or a Town, nor inspection, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the work in accordance with the Contract Documents.

If within one (1) year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be DEFECTIVE, CONTRACTOR shall promptly, without cost to the Town and in accordance with Town's written instructions, either correct such DEFECTIVE work, or, if it has been rejected by the Town remove it from the site and replace it with NONDEFECTIVE work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Town may have the DEFECTIVE work corrected or the rejected work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before completion of all the work, the correction period for that item may start to run from an earlier date if so, provided in the specifications or by written amendment.

Work Schedule

The Contractor shall commence work when requested by the Town or County, as indicated in the specifications for each trade. It is intended that the contractor shall accomplish the majority of the 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 Town or County, as in the case of emergencies. Standard hours of work shall be Monday – Friday, 7:00 am until 5:30PM unless otherwise specified in each individual blanket contract award by the quote process.

The contractor shall promptly start and continue actual work under this Contract with the necessary equipment to properly execute and complete this contract in the specified time. No cessation of contractor's operations will be allowed without the approval of the Town or County. The rate of progress shall be satisfactory to that Town and the County. The contractor shall furnish to the Town a schedule for the work.

Cleanup

It is the contractor's responsibility to clean up the work area upon completion of task and remove from the premises any rubbish, which may have come about as a result of completing the task. Cleanup shall be done daily.

All materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site and legally disposed of. No separate payment will be made for this work, but all costs in connection therewith shall be included in the prices bid for various contract items.

Performance and other Bonds

Payment bonds in the amount of 50% are required for work over \$25,000. Performance and Payment Bonds in the amount of 100% are required for projects over \$150,000 for projects under Chapter 149. Each successful Bidder shall supply the required bonds to each municipality for which they are awarded a contract as the result of a quote process as required by MA General Law Chapter 149 and Chapter 30, 39m. Specific bonding requirements by each awarding authority user under this blanket contract shall state their specific requirements in the quote request.

DCAMM Certification

For construction projects that are estimated to cost over \$150,000 and subject to the procurement laws of Ch 149, contractors are to be DCAMM Certified.

Prevailing Wage and OSHA Requirements

Contractors on all construction projects must comply with the Prevailing Wage Rates for the appropriate classification of work. Certified payroll records reports must be submitted to the Town where the work was performed on a weekly basis. Certified Payrolls must be submitted before payment is made.

Any bidder submitting a bid in response to this Invitation for Bids shall certify, under penalties of perjury as follows

- that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work:
- that all employees 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.

Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal. OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

The County and Towns shall not be held liable should the CONTRACTOR fail to compensate any person(s) in accordance with the prevailing (minimum) wage rates included herein. The CONTRACTOR

claims full responsibility to compensate the person(s) associated with the project accordingly and will assume any liability on behalf of the County and Towns, should a person(s) associated with the project file a claim pursuant to MGL Chapter 149.

The "work classifications" provided by the CONTRACTOR on the required "Weekly Payroll Report Form" shall exactly match the classifications provided in the "Minimum Wage Rates". Should the CONTRACTOR use an unlisted classification, it shall be the CONTRACTOR's responsibility to contact the Department of Labor and Industries in order to determine a matching classification or obtain minimum wage rate for the new classification.