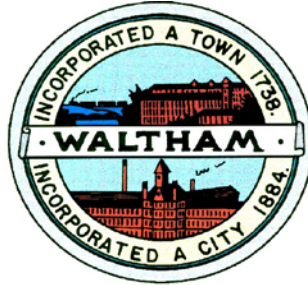


# The City of Waltham



**Invites  
Interested Parties  
To propose the best offer and or bid  
For the service or product herewith described:**

## **Removal of Cemetery Trees, 2018**

**The bid opening will be held: Thursday December 13, 2018 at 10.00 AM**

**Site inspection and Project Briefing: Tuesday, November 27 2018 at 11.00 AM**  
(Meet at Mount Feake Cemetery, 203 Prospect Street Waltham)

**Last day for Written Questions: Wednesday November 28, 2018 at 12 Noon**  
(Via email only to [Jpedulla@city.waltham.ma.us](mailto:Jpedulla@city.waltham.ma.us))

# **Table of Contents:**

- **Invitation to Bid**
- **Intent of the Project**
- **Instructions**
- **General Conditions**
- **Specifications**
- **Compliance**
- **Bid Price**

# **Invitation to Bid**

# The City of Waltham

## Purchasing Department

### REQUEST FOR BID (RFB)

Under the rules of M.G.L. Chapter 30, 39M the Purchasing Department of the City of Waltham hereby requests sealed bids for:

#### Removing of Cemetery Trees

Price Proposals will be received at the office of the Purchasing Agent, City Hall, 610 Main Street, Waltham MA 02452, until,

**Thursday Decemeber 13, 2018 at 10 AM**

At which time and place the bids will be publicly opened and read.

Specifications and information available at the Purchasing Agent's Office or in the Waltham Purchasing Department web site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids)

**BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:**

**BID FOR: Removing of Cemetery Trees**

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

**EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.**

# **Intent of Project**

**The Purchasing Department of the City of Waltham wishes to purchase services  
for the Removal of trees in two of the City's Cemeteries**

# **Instructions**

## **INSTRUCTIONS FOR BIDDERS**

**1. READ ALL DOCUMENTS.**

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

**2. FORMS AND ATTACHMENTS.**

Bids are to be completed on the forms provided **ONLY** and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

**3. PRINTED OR TYPED RESPONSE.**

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

**4. CORRECTIONS.**

Bids that are submitted containing cross outs, white outs or erasures, will be rejected. All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

**ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.**

**5. PRICE IS ALL INCLUSIVE.**

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

**6. PRICE DISCREPANCY.**

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

**7. EXPLANATIONS, EXCEPTIONS**

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

**8. BID DEPOSITS.**

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

**9. WITHDRAW.**

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

**10. AWARD.**

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your RFB response, responsiveness, responsibility, best price and experience.

**11. AWARD CRITERIA.**

Qualified and responsive proposals will be evaluated based on the following rating: Price, Technical, and Compliance requirements.

**12. DISCOUNTS.**

Discounts for prompt payments, based on City Pay Day, will be considered when making awards.

**13. TAX EXEMPT.**

Purchases by the City of Waltham are exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

**14. SAMPLES.**

The City of Waltham may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are



required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

**15. ACTIVE VENDOR LIST.**

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

**16. FUNDS APPROPRIATION.**

The contract obligation on behalf of the City is subject to prior appropriation of monies from the governmental body and authorization by the Mayor.

**17. THE City OF WALTHAM RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.**

**18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CORPORATION INFORMATION, are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so.**

**19. STANDARD OF QUALITY.**

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

**20. MODIFICATION.**

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

**21. ASSIGNMENT.**

The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.

**22. DELIVERIES:**

a) The Contractor shall pay all freight and delivery charges. The City of Waltham does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the City of Waltham until such items are accepted and signed for, in good order, by the receiving department.

d) The contractor must replace, without further cost to the City of Waltham, such damaged or non-complying items before payment will be made.

**23. LABELING.**

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

**24. GUARANTEES.**

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

**25. SINGLE VENDOR.**

The City of Waltham desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the City of Waltham, it is in the best interest of the City of Waltham.

**26. BEST AND FINAL OFFER.**

The City of Waltham reserves the right to request best and final offers from one or more bidders. Best and final offer will be exercised should the CPO deem it is in the best interest of the City of Waltham in order to obtain the best value.

# **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

### **1. INFORMATION**

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

### **2. SUITS**

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against them arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the Contractor, his agents, employees or any subcontractor in performing the work, under this contract.

### **3. LAWS AND REGULATIONS**

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the United States of America and all agencies having jurisdiction.

### **4. PROTECTION OF PROPERTY**

The Contractor shall take all proper precautions to protect the City's property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

### **5. PROTECTION OF PERSONS**

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

**6. CONTRACT DURATION.**

This contract duration required to complete the task but no longer than six(6) months following the Mayor's signature in the contract.

**7. INSURANCE**

**A. WORKMAN'S COMPENSATION:** The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

**B. COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury:	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

**C. AUTOMOBILE (VEHICLE) LIABILITY**

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

**D. UMBRELLA POLICY**

General liability	\$2,000,000
-------------------	-------------

**A LETTER FROM A SURETY COMPANY CERTIFYING THAT THE CONTRACTOR IS QUALIFIED AND CAPABLE OF OBTAINING THE ABOVE BONDS MUST BE INCLUDED WITH HIS/HERS BID.**

**8. PERSONNEL:**

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City of Waltham shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City of Waltham may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City. The Contractor or his supervisor shall be available to inspect such work as required by the City.

**9. PREVAILING WAGES**

The Contractor is required to pay the prevailing wages as determined under the provision of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority. The prevailing Wage Schedule is too large to attach here. It can be found at [www.city.waltham.ma.us/open-bids](http://www.city.waltham.ma.us/open-bids)

**10. MATERIALS**

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

**11. TERMINATION OF CONTRACT**

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

**12. CONTRACT OBLIGATIONS**

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

**13. BIDDER EXPERIENCE EVALUATION**

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

**15. NOT-TO-EXCEED AMOUNT**

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the Purchasing Agent, The City Auditor, the Law Department and the Mayor PRIOR to the commencement of the change order work. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

**16. FINANCIAL STATEMENTS.**

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

**17 BREACH OF CONTRACT/ NON PERFORMANCE**

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

**18 RIGHT TO AUDIT**

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

**19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12**

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract



exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

**NOTE**

**Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal**

# **Specifications**

## SPECIFICATIONS

1. Provide crews and equipment to successfully and safely remove trees identified in **Appendix 1**
2. Grind the resulting stumps six inches below the surrounding grade and remove the grindings.

All chippings and wood must be removed from the site. Woody material will be removed from site within 3 calendar days of take down; stumps will be ground within 30 days of take down.

All work shall be done between 8:00 A.M. and 4:00 P.M., Monday thru Friday, excluding legal holidays, unless otherwise directed by the City.

All work shall be performed by skilled labor in accordance with proper safety standards to ensure the protection of the public and public and private property. OSHA 10 cards must be provided to the City prior to the performance of any work.

All material and debris from the work shall be removed by the Contractor. The premises shall be left clean at all times.

Funerals must be coordinated prior to staging. Because funerals are unexpected events, long term arrangement of work dates is not possible. Expect to arrange work dates 1-2 days ahead of time, and be prepared to halt operations during funerals.

Grave stones must be protected during operations. Any damage must be reported immediately and repaired within 30 days of incident.

All work must be completed within **90 Days** from the date of the Notice-To –Proceed.

The Insurance certificate, as required in Paragraph 7 of the General Conditions, must be presented to the City 3 days after the award is made

# Compliance

(Required Documents.)

# Compliance

The compliance documents in this section must be completed, signed and returned with your bid package.

## Purchasing Department

City of Waltham  
610 Main Street  
Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

### Section Index

	Check when Complete
• Non-collusion form and tax compliance form.....	_____
• Corporation Identification Form.....	_____
• Certificate of Vote Authorization.....	_____
• Three (3) References.....	_____
• Workman's and General Liability Insurance.....	_____
• Debarment Certificate .....	_____
• Prevailing Wage Certificate.....	_____
• Right-to-know Law.....	_____
• OSHA 10 Certificate for all Assigned Employees (MGL ch30, §39M and Ch 149)	_____

Your Company's Name: \_\_\_\_\_

Service or Product Bid \_\_\_\_\_

**NOTE:** Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**NON-COLLUSION FORM AND TAX COMPLIANCE FORM**

**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. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

\_\_\_\_\_  
(Signature of person signing bid or proposal)

\_\_\_\_\_  
(Name of business)

---

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of person submitting bid or proposal

\_\_\_\_\_  
Name of business

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

I \_\_\_\_\_, Clerk of \_\_\_\_\_ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That \_\_\_\_\_ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that \_\_\_\_\_ is duly elected/appointed \_\_\_\_\_ of said corporation

SIGNED:

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

Print Name: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, \_\_\_\_\_

Notary Public;

My Commission expires: \_\_\_\_\_

## CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

**If a Corporation:**

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_

**If a foreign (out of State) Corporation** – Are you registered to do business in Massachusetts?

Yes \_\_\_\_\_, No \_\_\_\_\_

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

**If a Partnership: (Name all partners)**

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual** doing business under a firm's name:

Name of Firm \_\_\_\_\_

Name of Individual \_\_\_\_\_

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

Residence \_\_\_\_\_

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Business Address

(POST OFFICE BOX NUMBER NOT ACCEPTABLE)

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Telephone Number



**PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES**

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**NOTE**

**Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.**

**WEEKLY PAYROLL RECORDS REPORT &  
STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided, A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of his or her weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those reports for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

---

**STATEMENT OF COMPLIANCE**

\_\_\_\_\_, 200\_\_\_\_

I \_\_\_\_\_, \_\_\_\_\_  
(Name of signatory party) (Title)

I do hereby state that I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_, Title \_\_\_\_\_

Print \_\_\_\_\_



**RIGHT TO KNOW LAW**

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

---

Authorized Signature Indicating Compliance with the Right-to-know laws:

---

Signature Date

---

Print Name

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

## DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Chief Procurement Officer of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

---

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

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Signed by Authorized Company Representative:

\_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_

**10 HOURS OSHA TRAINING CONFIRMATION**

**Chapter 306 of the Acts of 2004**

**CONSTRUCTION PROJECTS**

**AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC**

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 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 payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

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

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

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

Title: \_\_\_\_\_

Print Name \_\_\_\_\_

*See following Chapter 306 of the Acts of 2004*

**NOTE**

**Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.**

# **BID PRICE FORM**

**(Follows)**

BID FORM

**TREE REMOVALS - CITY OF WALTHAM - Mt FEAKE & GROVE HILL CEMETERIES**

The undersigned quote will furnish Tree Maintenance to the City of Waltham, in accordance with the terms, conditions and specifications contained in the bid documents, as follows:

In accordance with M.G.L., the undersigned certifies that this bid is all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

THE FOLLOWING ITEMS ARE TO BE COMPLETED BY THE BIDDER:

	<b>Tree Removals</b>	<b>Stump Grinding</b>
Lump Sum	\$ _____	\$ _____

**My Company Recognizes receipt of addenda #:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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**BIDDER INFORMATION**

**COMPANY'S NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **TELEPHONE NO.** \_\_\_\_\_



**EMAIL ADDRESS:** \_\_\_\_\_



## **APPENDIX A**

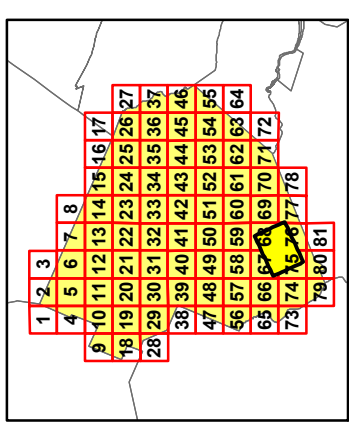
# Mt. Feake Cemetery Tree Removal City of Waltham Massachusetts

## Legend

- Trees to be removed
-  Rail Lines
-  Stream
-  Parcel Lines
-  Swimming Pools
-  Building Footprints
-  Paved Area
-  Water Bodies
-  Upland
-  Wetland Area
-  Basketball Court
-  Other
-  Athletic Field
-  Playground
-  Spray Park
-  Tennis Court
-  Vegetated Area
-  Cemetery
-  Park



1 inch = 303 feet

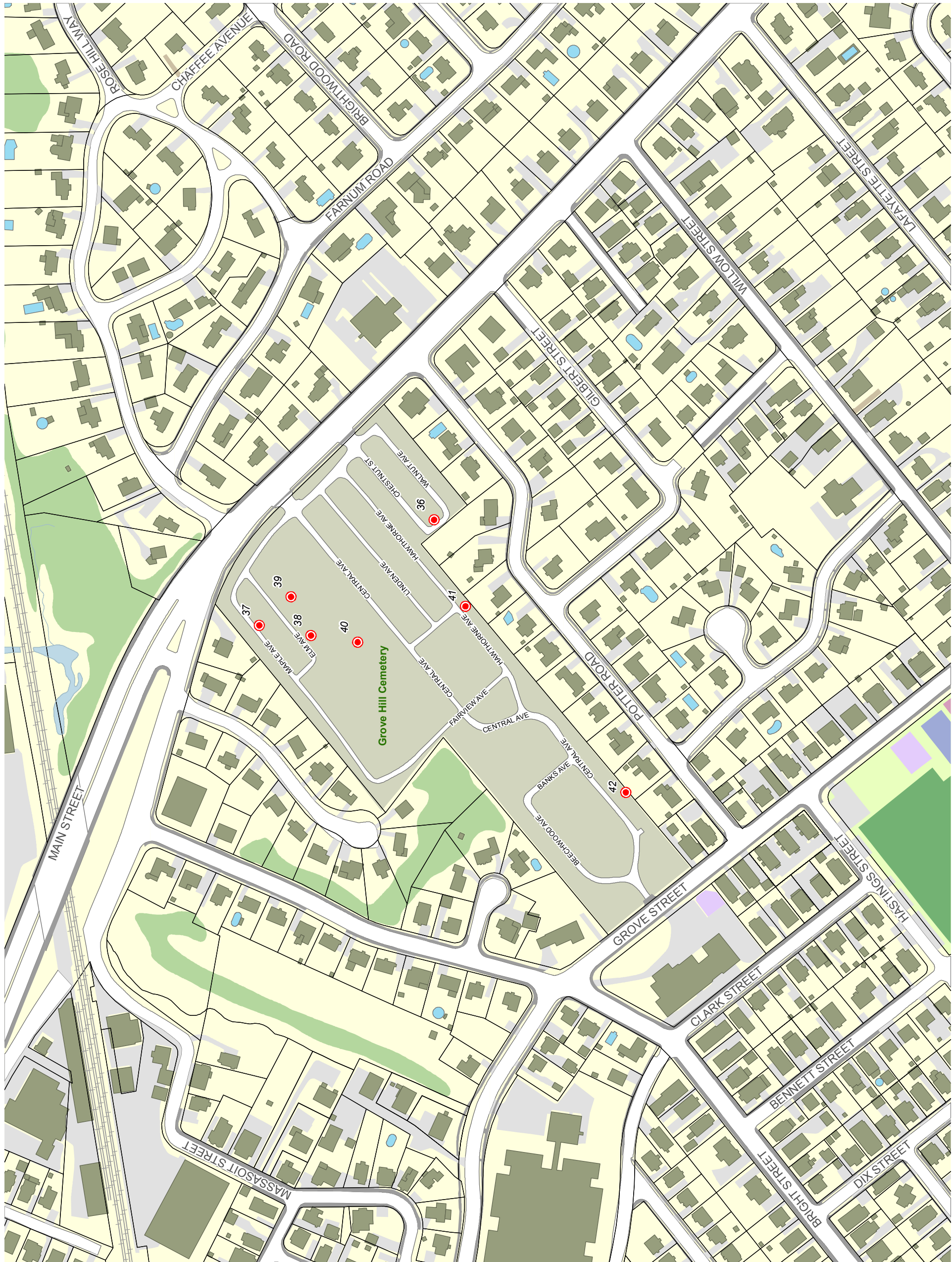
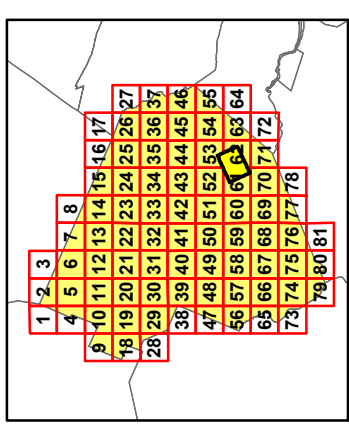


# Grove Hill Cemetery Tree Removal City of Waltham Massachusetts

## Legend

- Trees to be removed
- Rail Lines
- Stream
- Parcel Lines
- Swimming Pools
- Building Footprints
- Paved Area
- Water Bodies
- Basketball Court
- Athletic Field
- Playground
- Tennis Court
- Vegetated Area
- Cemetery
- Park

1 inch = 200 feet



Tree #	Species	DBH	Coordinate 1	Coordinate 2	Function	Notes
1	Acer saccharum	35	42.368465	-71.245669	Removal	Irreversible Decline
2	Acer saccharum	40	42.366917	-71.246325	Removal	Irreversible Decline
3	Acer saccharum	28	42.366837	-71.246354	Removal	Irreversible Decline
4	Acer saccharum	25	42.366081	-71.246326	Removal	Irreversible Decline, Near Beech
5	Acer saccharum	26	42.365247	-71.246399	Removal	Irreversible Decline
6	Acer saccharum	24	42.364445	-71.247178	Removal	Irreversible Decline; City keeps burls
7	Acer saccharum	28	42.362871	-71.246769	Removal	Irreversible Decline; Bark on trunk sloughing off
8	Acer saccharum	21	42.362485	-71.246763	Removal	Irreversible Decline
9	Acer saccharum	40	42.363386	-71.247998	Removal	Hazardous; structural issues; hollow; bad attachment
10	Acer saccharum	37	42.363607	-71.247983	Removal	Hazardous; structural issues; hollow; bad attachment
11	Acer saccharum	33	42.364159	-71.248537	Removal	Hazardous; structural issues
12	Acer saccharum	25	42.363908	-71.248967	Removal	Irreversible Decline; 75% dead
13	Acer saccharum	26	42.363205	-71.249122	Removal	Hazardous; structural issues
14	Acer saccharum	31	42.363225	-71.248627	Removal	Hazardous; structural issues; hollow
15	Acer saccharum	29	42.363246	-71.248502	Removal	Irreversible Decline, structural issues; large canker
16	Acer saccharum	34	42.364707	-71.247700	Removal	Irreversible Decline; 40% dead, root rot
17	Picea abies	28	42.364606	-71.248302	Removal	Irreversible Decline; 90% dead
18	Acer saccharum	35	42.364697	-71.249408	Removal	Hazardous; structural issues, Armalaria root rot
19	Acer saccharum	45	42.364767	-71.249545	Removal	Hazardous; structural issues
20	Acer saccharum	21	42.364148	-71.249558	Removal	Dead
21	Acer saccharum	45	42.364613	-71.249878	Removal	Hazardous
22	Pinus strobus	35	42.363673	-71.252110	Removal	Conk in trunk at 20'; strange swelling with pinched base
23	Acer saccharum	23	42.362866	-71.251419	Removal	Dead
24	Acer saccharum	27	42.362752	-71.251343	Removal	Dead
25	Pinus strobus	27	42.364868	-71.251537	Removal	Dead
26	Pinus strobus	19	42.364868	-71.251537	Removal	Dead
27	Pinus strobus	12	42.364874	-71.251532	Removal	Dead
28	Pinus strobus	17	42.364883	-71.251516	Removal	Dead
29	Pinus strobus	22	42.364891	-71.251499	Removal	Dead
30	Acer saccharum	25	42.365001	-71.250494	Removal	Decline; Large canker; Hollow
31	Acer saccharum	23	42.365630	-71.250184	Removal	Decline; 50% dead
32	Acer saccharum	34	42.364932	-71.249946	Removal	Several large dead leaders
33	Pinus strobus	45	42.366303	-71.249189	Removal	Hollow; large open cavity; pinched base

34	Pinus sylvestris	23	42.365996	-71.248093	Removal	Dead
35	Acer platanoides	28	42.366732	-71.248067	Removal	Decline; 70% dead; split trunk
36	Acer platanoides	24	42.376679	-71.220015	Removal	Dead
37	Acer platanoides	26	42.377339	-71.221332	Removal	90% Dead
38	Acer rubra	27	42.377044	-71.221233	Removal	Hollow; Trunk is ready to fail; hazard
39	Acer platanoides	27	42.377242	-71.221027	Removal	Dead central leader; decline; hazard
40	Acer platanoides	22	42.376783	-71.221129	Removal	Dead
41	Acer platanoides	27	42.376305	-71.220523	Removal	Dead central leader; decline; hazard
42	Acer saccharum	24	42.375013	-71.221314	Removal	Structure; split in trunk; hazard