



**TOWN OF EDGARTOWN**  
*Massachusetts*

**OFFICE of the SELECTMEN**

**INVITATION FOR BIDS:**

**YELLOW HOUSE PARK**

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IFB AVAILABLE: 10:00am, Wednesday, October 14<sup>th</sup>, 2020

BIDS DUE: 3:00pm, Wednesday, November 4<sup>th</sup>, 2020

## INVITATION FOR BIDS

### YELLOW HOUSE PARK

The Edgartown Board of Selectmen is seeking bids from qualified landscape construction companies for the construction of a mini park, and all associated landscape/hardscape, at 66 Main Street, Edgartown, MA 02539.

The work will be performed in two stages: the first stage will include the construction of the park, including but not limited to tree removal, additional brickwork, associated hardscape, and installation of fencing. The work in the second stage will include the installation of plantings and additional irrigation. The work in stage one must be completed by December 31<sup>st</sup>. 2020; and the second stage of work must be completed by April 15th, 2021.

Plans and Specifications are provided as part of the bid package.

Complete plans and specifications are included as Exhibits B & C to this Invitation for Bids.

The Contractor will be responsible for providing all labor and materials necessary to do the work.

This work is subject to Prevailing Wage.

The estimated cost of the work is \$175,000.

#### **PART I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS**

1. Bids must be submitted, sealed and in writing, to the Town of Edgartown Town Hall Drop Box, 70 Main Street (or mailed to P.O. Box 5158), Edgartown Massachusetts 02539, in a package plainly marked “*Bid for Yellow House Park, REF BOS-20-18*” on or before 3:00pm, Wednesday, November 4<sup>th</sup>, 2020. The drop box is located next to the front door of Town Hall. Bids will be publicly opened at that time by the Chief Procurement Officer and a witness. No bids submitted after that time will be accepted. Bids must include all the required materials and information.
2. A form for submitting bids has been included in this IFB as EXHIBIT E. Bidders must submit their bids using this form entitled Construction Bid Form. Bids submitted in any other format will not be accepted.
3. AWARD DATE: Award will be made within ten (10) days after the bid opening unless otherwise stated in the specifications, or the time for award is extended by mutual consent of all parties.
4. If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having requested the IFB.
5. Bidders shall promptly notify the Awarding Authority of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions. Such notification must be received by the Awarding Authority well before the date bids are due in order to provide sufficient time for the Awarding Authority to review the notification and respond before the date bids are due if the Awarding Authority deems it appropriate.
6. Questions concerning this IFB must be submitted in writing to: Juliet Mulinare, Acting Procurement Officer, Edgartown, MA (70 Main St or PO Box 5158) no later than 4:00pm,

- Friday, November 2nd, 2020. Questions may be mailed, or emailed (jmulinare@edgartown-ma.us). Written responses will be emailed to all bidders on record as having requested the IFB.
7. Bids may be modified, corrected or withdrawn only by written correspondence received by the Town of Edgartown prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_ REF: BOS-20-18".
  8. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Edgartown or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.
  9. The Town of Edgartown reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.
  10. The Town of Edgartown will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the Town of Edgartown.
  11. Responders must be willing to enter into the Town of Edgartown's standard form contract (ATTACHMENT 2) that will include the scope of services documentation provided as a part of this IFB.
  12. The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in performance of service
  13. Bids received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
  14. Any bids received after the advertised date and time for opening will be returned to the responder unopened.
  15. Purchases by the Town of Edgartown are exempt from federal, state and municipal sales and/or excise taxes. The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
  16. The Tax Compliance Certification and Certificate of Non-Collusion must be included with the bid response. They are provided in this IFB as ATTACHMENT 1. They must be signed by an authorized individual and included with the bid.
  17. Unexpected closures: If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire or weather, the bid opening will be postponed until 3:00pm on the next normal business day. Bids will be accepted until that date and time.

18. The Town of Edgartown is an Equal Opportunity Employer. The Town encourages proposals from qualified MBE/DBE/WBE firms.
19. If the Bid is \$50,000 or more, Bidders must submit a five percent (5%) bid deposit with their bids. The bid deposit may be in the form of a certified, treasurer's or cashier's check from a responsible bank or trust company payable to Town of Edgartown or a bid bond from a surety company.
20. **PREVAILING WAGE** Pursuant to Massachusetts General Laws, chapter 149, sections 26 and 27, the Division of Occupational Safety (formerly the Department of Labor and Industries) has determined the Prevailing Wage Rates for this work. The enclosed rates (EXHIBIT A) apply only to this work. The Prevailing Wage shall become part of the contract signed between the successful bidder and the awarding authority or the contract is invalid. Prevailing Wages must be paid to all persons employed on the public works project, regardless of whether they are employed by the successful bidder or a subcontractor. The wage rates must be updated annually.

Payroll records must be kept by the successful bidder for all persons employed on the project. A separate Statement of Compliance must be submitted to the Division of Occupational Safety by every employer, including all prime contractors and subcontractors, when its portion of the work is completed. The enclosed form entitled "Weekly Payroll Records Report and Statement of Compliance" clearly details these requirements. A certified payroll must be submitted to the Town of Edgartown Procurement Office for each week work is performed for the Edgartown School under this contract.

21. **Commencement of work:** After the contract is awarded and executed, the successful bidder shall be expected to commence work and proceed in a timely manner until the project completion and acceptance.
22. **Contractor must comply with:** Chapter 306 of the Acts of 2004 § 1. (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and **SECTION 2** (3) that all employees to be employed in the work subject to this bid 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. (b) Any employee found on a worksite subject to this 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. **SECTION 5** This act shall take effect on July 1, 2006.

## PART II. SCOPE OF WORK

The Plans and Specifications for this project are provided by Horiuchi & Solien Landscape Architects.

A complete set of plans is provided as EXHIBIT B and detailed specifications are provided as EXHIBIT C.

The work in stage one must be completed by December 31<sup>st</sup>. 2020; and the second stage of work must be completed by April 15th, 2021.

There is no pre-bid site visit scheduled. Prospective Bidders are strongly encouraged to visit the site and familiarize themselves with the site conditions before submitting a bid.

### **PART III. ADDITIONAL INFORMATION**

#### **QUALITY REQUIREMENTS**

1. Bidders must provide all of the items described in Part II and comply with all of the bid submission requirements listed in Part I.
2. Bidder must be licensed or certified to perform work described in Part II.

#### **REFERENCES**

Bidders must provide a complete list of all customers whom similar type services have been performed in the past **three years**. Reference information must include Company/Government Name, Contact Person, Phone Number/Email and date of purchases.

Poor references may be a basis for determining that a bidder is not responsible. Reference questions will include but may not be limited to quality and durability, timely delivery, customer service and general customer satisfaction.

#### **BIDDER'S REPRESENTATION**

Each Bidder by making a bid represents that:

1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
2. The Bidder is familiar with the local conditions under which the Work has to be performed.

Failure to so examine the Contract Documents or site will not relieve any Bidder from any obligation under the bid as submitted. Neither the Commonwealth nor the Designer will be responsible for errors, omissions and/or charges for extra work arising from Bidder's failure to familiarize itself with the Contract Documents or existing conditions.

#### **PREPARATION AND SUBMISSION OF BIDS**

Bids shall be submitted on the "Construction Bid Form" (provided as ATTACHMENT 2) as appropriate, furnished at no cost by the Town of Edgartown. Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

Date and time for receipt of bids is set forth on page 2 of these Instructions to Bidders. Any bid not received by the applicable deadline will not be accepted.

Timely delivery of a bid at the location designated shall be the full responsibility of the Bidders.

#### **CONTRACT AWARD**

Award means the determination and selection of the lowest, responsible and eligible Bidder, by the Awarding Authority. The Awarding Authority will award the contract to the lowest responsible and eligible Bidder within ten (10) days of bid due date

The Awarding Authority reserves the right to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified. The term "lowest responsible and eligible bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify 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.

In the event that the Town receives low bids in identical amount from two or more responsive and responsible Bidders, the Town shall select the successful Bidder by flipping a coin. The low Bidders who are under consideration will be invited to attend and observe the selection process.

The Town reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Town a contract in the form included in the Contract Documents in such number of counterparts as the Town may require.

If the contract price is \$25,000 or more, the winning Contractor must furnish a payment bond within 5 days of contract delivery; the bond must be from a surety company in the amount of at least fifty percent (50%) of the contract price to guarantee payment to materials suppliers and/or subcontractors in the event the general contractor fails to pay the material suppliers and/or subcontractors.

#### INSURANCE REQUIREMENTS

The Contractor shall provide proof of workers compensation, vehicle, and general liability insurance. Contractor shall submit originals of each certificate of insurance, acceptable to the Awarding Authority upon contract execution. Certificates shall show each type of insurance, insurance company, policy number, and amount of insurance.

#### **PART IV. RULE FOR AWARD**

The contract will be awarded to the responsive and responsible bidder offering the lowest price for the services specified in this IFB.

**PART V: ATTACHMENTS & EXHIBITS**

1. CERTIFICATE OF NON-COLLUSION & TAX COMPLIANCE CERTIFICATION
2. GENERAL CONTRACT
3. WEEKLY PAYROLL RECORDS REPORT STATEMENT OF COMPLIANCE

**EXHIBIT A:** Prevailing Wage Rates

**EXHIBIT B:** Plans

**EXHIBIT C:** Specifications

**EXHIBIT D:** Historic District Commission Approved Plan

**EXHIBIT E:** Construction Bid Form

**ATTACHMENT 1**

**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.

**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.

**ANTI-DISCRIMINATION REQUIREMENTS: FAIR EMPLOYMENT PRACTICES RELATIVE TO TOWN CONTRACT:**

It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin sex, age, or ancestry.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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





## ATTACHMENT 2

### AGREEMENT BETWEEN THE TOWN OF EDGARTOWN, MASSACHUSETTS AND INDEPENDENT CONTRACTOR

THIS AGREEMENT made effective this day, \_\_\_\_\_, 2020, by and between the TOWN OF EDGARTOWN, MASSACHUSETTS, a municipal corporation, acting by and through its Board of Selectmen, with offices at 70 Main St, Edgartown, Massachusetts 02539 (hereinafter called "OWNER/S"), and [CONTRACTOR], with principal offices at ---- (hereinafter called "CONTRACTOR").

#### RECITALS:

WHEREAS, the OWNER desires to retain the CONTRACTOR to provide certain services for the OWNER as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the TOWN, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the OWNER, on the one hand, and the CONTRACTOR on the other, and the OWNER shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

#### ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth in the IFB titled "YELLOW HOUSE PARK, REF: BOS-20-17".
- 2.2 The CONTRACTOR shall report, and be responsible, to the OWNER and its designee (if any) as set forth in RFQ Ref. BOS-20-17.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the OWNER. The OWNER shall be under no obligation to pay

for any services performed by the CONTRACTOR which are not explicitly agreed to by the OWNER in writing.

- 2.4 The CONTRACTOR represents and warrants to the OWNER that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the OWNER that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of “hard” copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be “work for hire” and shall be and become the property of the OWNER under applicable law or, to the extent that the “work for hire” doctrine does not apply, CONTRACTOR hereby grants to the OWNER a perpetual, royalty-free exclusive license in such items. The OWNER acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the OWNER in connection with any other project shall be at the OWNER’s sole risk unless otherwise agreed to by the CONTRACTOR in writing.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the OWNER's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the OWNER shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event. If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional OWNER funds, the OWNER may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

#### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

- 4.1 The OWNER shall pay the CONTRACTOR in current funds, for the performance of the work, subject to additions and deductions by Approved Change Order(s), the Contract Price of \$\_\_\_\_\_.
- 4.2 The CONTRACTOR will bill the OWNER at the completion of the work unless otherwise provided on Exhibit A (payment schedule), with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the OWNER.
- 4.3 The OWNER will pay the CONTRACTOR upon review and approval of such invoices by the OWNER or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit A, the OWNER will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the Town of Edgartown.
- 4.5 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the documents, as reasonably determined by the OWNER.

#### **ARTICLE 5 – TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the OWNER or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The OWNER shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) the OWNER shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the OWNER as a result of the CONTRACTOR's default, if any), as determined by the OWNER but for no other amounts including, without limitation, claims for lost profits on work not performed; and
  - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

## **ARTICLE 6 - INSURANCE AND INDEMNIFICATION**

- 6.1 The CONTRACTOR agrees to indemnify and save the OWNER harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the OWNER for any and all costs, damages and expenses, including reasonable attorney's fees, which the OWNER pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the OWNER with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the OWNER, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
  - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
  - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
  - (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
  - (e) Such additional insurance as the TOWN may reasonably require as set forth in the IFB Ref: BOS-20-17.
- 6.3 CONTRACTOR shall maintain such insurance during the term of Agreement and give the OWNER twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the OWNER. The OWNER will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the OWNER upon the execution of this Agreement and at such times thereafter as the OWNER may reasonably request.

## **ARTICLE 7 - GENERAL PROVISIONS**

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process)

shall become the property of the OWNER and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the OWNER.

- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the OWNER relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the OWNER specified in the initial paragraph of this agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with the IFB Ref: BOS-20-17 (Contractor, Scope of Work, Term), Exhibit A (Payments) and any additional exhibits referred to therein, constitute the entire agreement of OWNER and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by OWNER and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the OWNER is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

**EDGARTOWN SELECTMEN'S OFFICE:**

\_\_\_\_\_  
James Hagerty, Town Administrator

\_\_\_\_\_  
Date

**CONTRACTOR, \_\_\_\_\_:**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**CERTIFICATION AS TO AVAILABILITY OF FUNDS REQUIRED BY M.G.L. c. 44.31C FOR CITIES AND TOWNS: M.G.L. c. 44.31C Approved as to Funds Available**

\_\_\_\_\_  
Amy Tierney, Town Accountant

\_\_\_\_\_  
Date

**ATTACHMENT 3**

**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 is available from the Department of Labor Standards (DLS) at [www.mass.gov/dols/pw](http://www.mass.gov/dols/pw) 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.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

**STATEMENT OF COMPLIANCE**

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

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 \_\_\_\_\_ Date: \_\_\_\_\_