

TOWN OF GREENLAND
RFP NO. 2020:01
REQUEST FOR PROPOSALS FOR
SNOW REMOVAL SERVICES
ISSUED JULY 8, 2020

Greenland Town Office
11 Town Square – PO Box 100
Greenland, NH 03840

**TOWN OF GREENLAND
WINTER ROAD SNOW PLOWING
REQUEST FOR PROPOSALS**

SNOW REMOVAL SERVICES

The Town is accepting proposals for a winter snow plowing and road maintenance contractor. This is a two-year contract with extension provisions. A copy of the Request for Proposals may be obtained upon request from the Office of the Town Administrator. Proposals will be received at the Office of the Town Administrator, Town of Greenland, NH, 11 Town Square, P.O. Box 100, Greenland, NH 03840, until 12:00 PM, July 28, 2020.

REQUEST FOR PROPOSALS: SNOW REMOVAL SERVICES RFP NO. 2020:01

I. REQUEST FOR PROPOSALS

The Town of Greenland, NH is soliciting proposals for the removal of snow and ice from approximately 31 miles of town maintained roads, and in addition other Town property and parking areas in various locations throughout the Town as described in the RFP. Contract to run October 1, 2020 through May 30, 2022, with extensions available for additional one-year periods if agreed on by both parties.

II. BACKGROUND

The Town is requesting proposals for winter maintenance and snow removal services, using an hourly rate of pay. To be deemed qualified, the Proposer(s) must demonstrate the requisite experience, skills, equipment and resources necessary to successfully perform the services requested in the Request for Proposals. The Town seeks to obtain the most reliable, most cost-effective approach. A chart identifying supervision and staffing of the snow removal team shall be included.

III. MANAGEMENT AND OPERATIONS PLAN

The Proposer(s) shall describe the intended operation plan for snow removal, including the ability to efficiently handle varying amounts of snowfall, ice and changing weather conditions. Winter maintenance services shall include response to downed or unsafe trees, failed or blocked drainage paths or structures, pothole detection and repair, and storm clearance of fire hydrants and other public safety related structures **as notified by the Road Agent, Police Chief, Fire Chief, Board of Selectmen, or their designee.**

IV. PERFORMANCE REQUIREMENTS

- 1) Snow removal will begin no later than when snow accumulation is at a maximum of three (3) inches or as roads begin to ice or are anticipated to ice.
- 2) Snow removal and salting for all town owned public roads and sidewalks as required
- 3) Snow removal and salting around the travel ways and parking areas of the Town Hall, Fire Station, Police Station, Town Garages, and the Transfer Station. The Transfer Station must be kept clear for 8:00am openings on Wednesdays and Saturdays. When practical, the Contractor will attempt to have owners remove vehicles from the town office parking area and attempt to assure that no one uses the parking area during snow removal operations in order that complete and timely snow removal can be accomplished, and to assure the safety of the public.
- 4) Stockpiling or piling of snow on any site will be permitted in areas that do not interfere with the safe movement of traffic in the area and in compliance with MS4 requirements. Wherever possible, this "stockpiling" will be in non-parking and non-driving areas. The Contractor will be responsible for identifying these areas to Town personnel prior to the start of any snow removal.
- 5) Hydrants are to be cleared of snow and accessible within one week of major storms.
- 6) Public sidewalks must be cleared and salted during and/or immediately after a winter event

V. GENERAL REQUIREMENTS

- 1) The Contractor is responsible for compliance with all requirements in all sections of this document.
- 2) Greenland is an MS4 community. Contractor must be Green SnowPro certified by the state prior to the start of the winter season. Contractor must comply with MS4 requirements and best practices.
- 3) The Contractor must have sufficient equipment and staff to fully meet the requirements of this project. Equipment must be kept in proper working condition, registered and inspected in accordance with the requirements of the New Hampshire Motor Vehicle registration and inspection laws, and be available and able to perform the tasks required for this project. A loader is required for the Contractor to access the sand and salt supplies.
- 4) Contractor shall monitor supplies of salt and coordinate deliveries for materials with the approved suppliers as needed. Contractor will provide all invoices and delivery slips to the Town's Finance Director. Delivery of salt must be through the approved salt company, and not the Contractor.
- 5) The Contractor will guarantee the availability of his services to perform the project under the conditions set forth in this document
- 6) The Town will not issue notification of when snow or ice removal operations are to begin. The Contractor will begin snow or ice removal automatically, based on the guidelines and requirements set forth in this document and/or at the request of the Road Agent, Police Department, Fire Department, Board of Selectmen, Town Administrator or their designee. Pretreatment of roads is allowable when deemed necessary.
- 7) The Contractor will provide a telephone number or numbers that will allow the Town twenty-four (24) hour access to the Contractor.

- 8) Where applicable, the Contractor will possess all necessary permits and licenses to operate this business and all equipment used in snow removal operations.
- 9) Unless expressly agreed to in writing by the Town, the Contractor will not be allowed to sub-contract any portion of this Contract. All personnel used must be employees of the Contractor.
- 10) Unless otherwise indicated in the Contractor's response, payment terms will be recorded by the Town as Net thirty (30) days: the Town will pay the Contractor within thirty (30) days after the date of receipt of a correct invoice for services rendered and approved by the Board of Selectmen describing completed work reasonable and allocable to the Contract. Failure of the Contractor to provide invoices within thirty (30) days of the date of service shall result in a late fee of \$20/day for every day late. Fees shall be deducted from the invoice.
- 11) All invoices shall reference the dates of service, the weather event, hours of service and a brief description of the service provided (i.e. plowing, sanding, hydrant clearing) and which equipment was used (dump truck, loader, one ton). Employee time cards should be made available on request by the Town.
- 12) The Contractor shall be responsible for all OSHA requirements related to this contract and its operations and must follow all applicable employment laws.
- 13) Contractor shall supply cutting edges, parts, and supplies needed for their equipment. The Town shall not be responsible for any equipment, repairs or the maintenance of equipment.
- 14) Greenland shop/garage/parking area to be used for equipment used in Greenland only. No other equipment or contractors shall utilize the Greenland property. Equipment, trucks, plow blades and parts must be removed from the parking lot and surrounding areas (with the exception of what is stored inside the garage) by June 10 each year or a monthly storage fee of \$100/month per vehicle and \$50/month for other equipment items including snow plow blades, shall apply and be paid by the contractor. Equipment may return for the fall/winter months. Heat in the garage should not be higher than 70 degrees when occupied, or higher than 60 degrees when not occupied. Contractor will make efforts to save energy and electricity by shutting things off that do not need to be left on and turning down the temperature when the building is not occupied.
- 15) Invoices for equipment use shall be for time spent the equipment is actively being used for snow removal, road monitoring, or loading/moving delivered salt. The Town shall not be required to pay for Contractor's breaks during shifts, cleaning, maintenance, or repairs. Equipment not being actively used should not be billed.
- 16) Contractor is responsible for their own fuel.
- 17) Omnibus Transportation Employee Testing Act of 1991: The Contractor and his/her employees that work under this agreement shall comply with all rules and regulations outlined in the Federal Register pertaining to this Act. Further all contract drivers must be willing to submit to random drug/alcohol testing during the contract period.

VI. CRITERIA FOR EVALUATION

The proposal will be evaluated according to the following criteria. Proposers are welcome to submit supporting information that describes their ability to meet and exceed the criteria.

- 1) Prior experience in snow removal services.
- 2) Proposed fee schedule.
- 3) Overall benefit to the Town.
- 4) Operating plan to meet the Town's snow removal needs.

VII. ADDITIONAL REQUIREMENTS

- 1) All work will be done at such times and in such manner as to offer the least disruption to the normal daily business around the work site and for those offices within or near the work site.
- 2) The Contractor is responsible for providing for the safety of the area surrounding the work site during snow removal operations, to offer protection to the public and to Town employees.
- 3) The Contractor shall perform all services with good workmanship and is solely responsible for damage directly caused by work performed. Damage to mailboxes, residential lawns, irrigations systems, etc. shall be repaired to the satisfaction of the property owner, time being of the essence, if the damage is determined to be intentional or caused by negligence on the part of the Contractor. Contractor agrees to reimburse through deductions in the invoices submitted for the replacement of guardrails, posts, signs, garage damage, salt shed damage, or other damage done due to Contractor's negligence as determined by the Road Agent, Town Administrator, Police Chief or Fire Chief or their designee.
- 4) The Contractor covenants to save, defend, hold harmless, and indemnify the Town and all of its elected or appointed officials, officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys fees), charges, liability, or

- exposure, however caused, resulting from, arising out of, or in any way connected with the project or the work required under the agreement between the Town and the Contractor.
- 5) The Contractor shall begin work only after receiving a written notice-to-proceed from the Town stating the date on which work may commence.
 - 6) The Contractor shall possess all licenses and certificates required by the State of New Hampshire.
 - 7) The Town must approve, in writing, any changes to the scope of work for this agreement.
 - 8) Any Town equipment used by a Contractor may not leave the Town of Greenland without express permission.
 - 9) The successful proposer shall sign the attached snow removal services agreement.
 - 10) Upon request by an authorized town official (Road Agent, Town Administrator, Police Chief, Fire Chief, or person acting under their direction) Contractor shall repair potholes in roads, remove trees/limbs from roadways, and assist with road and drainage related issues during storms or major accidents. Contracted rates for equipment shall apply.
 - 11) Contractor may store equipment used in the performance of duties in one bay of the town's highway garage and may park vehicles used to service the Town in front of the highway garage between October 1st and June 10th. All vehicles parked on town property must be in working order, registered, inspected and insured. Any vehicle leaking automotive fluids must be removed or repaired upon notice.
 - 12) The Contractor shall be compensated as an independent contractor and shall be responsible for providing FICA, Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to this project as required.

VIII. PROPOSAL REQUIREMENTS

The Town of Greenland reserves the right to reject any and all proposals and to make a selection in the best interests of the Town.

To be deemed qualified, the Proposer(s) must demonstrate the requisite experience, skills, and resources necessary to successfully perform services requested in the Request for Proposals.

Form A, Equipment Specifications, is to be used for this purpose. If other major components are proposed and not presented on the enclosed data form, the Proposer will reproduce or use vendor-supplied data sheets for this equipment and submit them with the Proposal. **If a listed vehicle is out of service and a replacement vehicle is used, contractor shall supply the make, model, and VIN # for vehicle to the Town Administrator.**

All questions about this Request for Proposals should be submitted in writing before the submission deadline to:

Matt Scruton, Town Administrator
Email: mscruton@greenland-nh.com
Phone: (603) 431-7111
Fax: (603) 430-3761

No oral interpretations will be made to any proposer. Responses to all questions will be in the form of an addendum, issued to all Proposers. Interpretations, corrections or changes to the RFP made in any other manner will not be binding on the Town.

1. Other Procurement Information:

- a. The proposals must be signed in order to be considered. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal;
- b. The Town reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, otherwise request additional information;
- c. All Proposals submitted in response to this RFP become the property of the Town of Greenland, NH and may be made available to the public;
- d. The formation of a joint venture by a Proposer shall be subject to the written approval of the Town.
- e. The failure or omission of any Offeror to acquaint itself with the requirements and objective shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

2. Offerors' Representation:

Each Offeror, by submitting a proposal in response to this Request for Proposals, represents that the Offeror has read and understands the Scope of Services and has familiarized itself with all Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the contract work..

IX. INSURANCE SPECIFICATIONS

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that they will maintain these insurance coverage during the entire terms of the contract, and that all insurance coverage will be provided by insurance companies authorized to sell insurance in New Hampshire.

The contractor shall provide a current certificate of liability and vehicle insurance coverage to the Town at the commencement of the contract, and upon reasonable request thereafter. The Town of Greenland shall be listed as "Additional insured" and contractor shall provide copies of all drivers motor vehicle licenses at the beginning of each season.

The Contractor will provide evidence of insurance coverage described and required in the Contract Documents before any work may commence under this Agreement. Insurance Binder shall name the Town of Greenland as additional insured on the Contractors Commercial Auto Insurance Policy. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$2,000,000 per occurrence and aggregate; and "Scheduled auto" coverage with a combined single limit of \$2,000,000 per occurrence and aggregate. Certificate of Liability Insurance shall name the Town of Greenland as "Additional insured".

X. EVALUATION OF PROPOSALS

Evaluation of the responses will be based on the extent to which the response meets the requirements of the solicitation and the Town's determination as to the extent to which the respondent is likely to be able to achieve the desired results and fulfill the purposes of the solicitation. Proposers are welcome to submit supporting information, demonstrating how responsible they have shown their performance to be in terms of quality and timeliness in tasks performed for other clients or the Town of Greenland.

XI. PROPOSAL DEADLINE

Proposals are due by 12:00 p.m., July 28, 2020 in the Office of the Greenland Town Administrator, 11 Town Square Greenland, NH 03840. Proposals received after the deadline will be rejected.

XII. SELECTION PROCESS

The Town may engage in individual discussions with the Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required service. These Offerors may be requested to make an oral presentation to explain their proposal and answer questions.

XIII. INSTRUCTIONS TO OFFERORS

1. Additional Information

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. Potential offerors are cautioned that any verbal representations made by any Town or other person that appears to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Town Administrator. For determination as to whether any representations of any Town or other person requires that an amendment be issued, or any contractual questions regarding this solicitation, contact the Administrator at the Town Offices, 11 Town Square, Greenland, NH.

2. Proposal Form Submission

An original proposal shall be signed and submitted in a sealed envelope to the Office of the Board of Selectmen no later than the time and date specified in the solicitation. Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified time will be rejected. The envelope or package shall indicate the name of the offeror, and **RFP 2020:01 SNOW REMOVAL**. The Town Administrator shall indicate the time and date of receipt on the envelope or package or email. Proposals received in the Office of the Board of Selectmen after the time and date specified in the solicitation will not be opened or considered. Failure to submit a proposal on the Proposal Form provided for that purpose in this solicitation shall be considered just cause for rejection of the proposal.

3. Collusion Among Offerors

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names will be rejected. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors.

4. Offeror Investigations

Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Contract and to verify any representations made by the

Town that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the Contract documents, nor will they be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.

5. Qualification of Offerors

Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Board of Selectmen that it has the necessary equipment, ability, and financial resources to furnish the service specified herein in a satisfactory manner. The offeror may also be required to show past history and references, which will enable the Board of Selectmen to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection by the Town.

6. Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the Town prior to the time and date set for the opening of proposals or unless the Town fails to award or issue a notice of intent to award a Contract within ninety (90) days after the date and time set for opening proposals.

7. Alternate Insurance Coverage

If the offeror does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Town, may be considered. The Town Administrator must receive written requests for consideration of alternate coverage at least ten (10) working days prior to the date set for receipt of proposals. If the Town denies the request for alternate coverage, the specified coverage will be required to be submitted. If the Town permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of proposals.

XIV

FORM A

SNOW REMOVAL – EQUIPMENT SPECIFICATIONS

All vendors responding to this RFP are required to complete this form and return it as their bid.

Company OR Contractor:

Contact

Address

Telephone Number

Emergency/After Hours Telephone Number

Additional Emergency/After Hours Telephone Numbers, Pagers, Cell Phone (Please Indicate)

Specify all equipment that will be assigned to the Greenland Town Snow Removal project, including multiple pieces for any one-bid item. In the “Operating Cost Per Hour” column, please include labor, material, equipment and overhead costs in your total for each piece of equipment.

	Year	Make	Model	Description	Operating Cost Per Hour	Capacity
#1						
#2						
#3						
#4						
#5						
#6						
#7						
#8						
#9						
#10						
#11						
#12						
#13						
#14						
#15						

Please provide hourly cost for additional winter maintenance items listed below:

Response to downed or unsafe trees:

Response to failed or blocked drainage structures:

Pothole detection and repair:

Clearance of fire hydrants and other public safety structures:

Response to reports of highway insufficiency:

APPENDIX A

REFERENCES

List of Three Business/Governmental References (Letters of recommendation are also permitted and may be attached if desired)

1. Name

Address

Telephone

Contact Person

2. Name

Address

Telephone

Contact Person

3. Name

Address

Telephone

Contact Person

APPENDIX B

STATEMENT

I hereby submit the above proposal for consideration by the Town of Greenland in response to the Request for Proposal for Snow Removal Services. I have read and understand the Request for Proposal and will attest that the information is an accurate accounting of the Equipment owned and to be used by my company in providing Snow Removal Services for the Town of Greenland.

(Company Name)

(Printed Name of Authorized to sign for Contractor)

(Printed Title of Authorized to sign for Contractor)

(Signature)

(Date)

(Daytime Telephone Number)

Taxpayer ID No. _____

TOWN OF GREENLAND, NEW HAMPSHIRE
P.O.BOX 100
GREENLAND, NH 03840

SNOW REMOVAL SERVICES CONTRACT

THIS AGREEMENT is made on the date of execution by the Town between _____
(Contractor) and the Board of Selectmen of the Town of Greenland, New Hampshire (hereafter, the Town).

The Town and the Contractor, for the consideration specified, agree as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Request for Proposal, including Scope of Work and Insurance Requirements, and Proposal of Contractor. Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the Town and the Contractor. The Town and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein.

SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents. The Contract Documents set forth the minimum work estimated by the Town and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its work.

PROJECT OFFICER

The performance of the Contractor required by this Agreement is subject to the review and approval of the Board of Selectmen, or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under this Agreement.

CONTRACT TERM

Work under this Agreement will commence on the date given in a Notice to Proceed issued by the Town, and shall continue for one contract term, subject to any modifications as provided for in the Contract Documents. This Agreement may be renewed by the parties for an additional term without the need for additional competitive bidding, provided that both parties agree to the terms.

REQUIREMENTS CONTRACT

This Agreement shall be considered a requirements contract. No payment shall be due the Contractor unless services required by the Town are performed.

CONTRACT AMOUNT

As compensation for Contractor's services, the Contractor will be paid according to the Contractor's proposal, on a time basis for the services included within the scope of work or called for by the Contract Documents.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the Town, and all of its officers, departments, agencies, agents, and employees (collectively the "Town") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's performance or nonperformance of its work called for by the Contract Documents.

FAILURE TO DELIVER

In case of failure to deliver services in accordance with the Contract terms and conditions, the Town, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Town may have.

LIABILITY

Neither the Contractor nor the Town will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor or the Town, that make performance impossible or illegal, unless otherwise specified in the contract.

The Contractor shall perform all services with good workmanship and is solely responsible for damage directly caused by work performed. Damage to mailboxes, residential lawns, irrigations systems, etc. shall be repaired to the satisfaction of the property owner, time being of the essence, if the damage is determined to be intentional or caused by negligence on the part of the Contractor.

ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without prior written consent of the Town.

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the State of New Hampshire and the venue for any litigation with respect thereto shall be in the Portsmouth District Court or Rockingham County Superior Court. The contractor waives its right, if any, to remove a case filed in a New Hampshire court to a federal court. The Contractor shall comply with applicable federal, state, and local laws and regulations.

RELATION TO TOWN

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of the Town. The Town will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. The Town will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Town will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Town for its employees.

PROJECT STAFF

The Town will, throughout the life of this Agreement, have the right of reasonable rejection and approval of staff assigned to the project by the Contractor. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor. A current list of all drivers and staff must be provided to the Town, all vehicle drivers must be at least 18 years of age.

SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under the contract and shall not employ for this contract any person not reasonably proficient in the work assigned.

SAFETY

The Contractor shall comply with and ensure that the Contractor's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the New Hampshire Department of Labor, and the Federal Occupational Safety and

Health Administration for the General Industry and for the Construction Industry. The Contractor shall identify to the Town Administrator at least one on-site person who is the Contractor's competent, qualified, or authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed.

ADJUSTMENTS FOR CHANGE IN SCOPE

The Town may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by formal written Amendment to the Contract signed by the Town and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Town Administrator or his/her designee in writing of this belief. The Contractor will not be compensated for performing that particular work unless a written amendment has been signed by the Town and the Contractor. If the Town Administrator believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

PAYMENT TERMS

Unless otherwise indicated in the Contractor's response, payment terms will be recorded by the Town as Net thirty (30) days: the Town will pay the Contractor within thirty (30) days after the date of receipt of a correct invoice approved by the Board of Selectmen describing completed work reasonable and allocable to the Contract. Invoices shall be submitted least monthly, by the fourth day of each month and shall indicate the date, hours and description of services performed. Failure of the Contractor to provide invoices at least monthly by the fourth day of each month shall result in a penalty of \$20/day for every day late.

TERMINATION FOR DEFAULT

The contract will remain in force for the full period specified. However, the Town will have the right to terminate the contract sooner if the Contractor has failed to perform satisfactorily the work required, as determined by the Town, through the Board of Selectmen, in its discretion for non-performance, or poor performance, with five (5) working days' notice. In the event the Town decides to terminate the contract for failure to perform satisfactorily, the Contractor will be entitled to receive only compensation for all contract services satisfactorily performed by the Contractor and allocable to the contract and accepted by the Town prior to such termination. However, an amount equal to all additional costs required to be expended by the Town to complete the work covered by the contract, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the Town terminates the Contract.

INSURANCE

The Contractor will provide evidence of insurance coverage described and required in the Contract Documents before any work may commence under this Agreement. Insurance Binder shall name the Town of Greenland as additional insured on the Contractors Commercial Auto Insurance Policy. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$2,000,000 per occurrence and aggregate; and "Scheduled auto" coverage with a combined single limit of \$2,000,000 per occurrence and aggregate.

BOARD OF SELECTMEN TOWN OF GREENLAND, NEW HAMPSHIRE

Witness: _____ Date: _____

CONTRACTOR

Witness: _____ Date: _____