



REQUEST FOR PROPOSAL

South Hadley Electric Light Department

BIENNIAL VEGETATION MANAGEMENT RFP # 2027VEG MGMT 1/1/2027 – 12/31/2028

Sealed bids will be accepted until **9:00 A.M. on Wednesday, November 4, 2026**, by the South Hadley Electric Light Department at 85 Main Street, South Hadley, MA for a ***Biennial Vegetation Management RFP #2027VEG MGMT***, at which time the proposals will be publicly opened and read. No fax or electronic bids will be accepted. All bids must be clear and legible in order to be considered.

Bids must be on the Vegetation Management Bid Form and include the Additional Questions form.

Please submit three (3) copies of your proposal in a sealed envelope clearly marked ***"2027-2028 Biennial Vegetation Management RFP #2027VEG MGMT"***.

This bid is for two years. The bid package is available on our website: www.sheld.org, under "About" then "RFP and Specifications" or to have it emailed to you, please contact Holly at hmerchant@sheld.org. For any technical questions regarding the bid, please e-mail Pete Jesionowski at pjesionowski@sheld.org. The last day for questions is Monday, October 26, 2026. Any addenda will be posted Thursday, October 29, 2026.

The Manager of the South Hadley Electric Light Department reserves the right to reject any and all proposals he deems unacceptable or not in the best interest of the Department.

Sean Fitzgerald, Manager
South Hadley Electric Light Department
85 Main Street
South Hadley, MA 01075

**SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
BIENNIAL VEGETATION MANAGEMENT RFP #2027VEG MGMT BID FORM
FOR 1/1/2027 – 12/31/2028– Bid Opening November 4, 2026**

The prices listed below are to be in accordance with the attached Specifications. Prices shall include labor and equipment.

1. **Aerial Lift Crew**
 - a. 55 ft. aerial lift with chip box
 - b. 12" chipper
 - c. Chain saw and hydraulic tools
 - d. Foremen and groundmen
 - e. Weed/Buchwacker

_____/hr

2. **Climbing Crew**
 - a. Dump truck with chip box
 - b. 12" chipper
 - c. Chain saw - 2
 - d. Hand trimming tools
 - e. Foremen, climber, and groundmen

_____/hr

3. **Additional Labor**
 - a. Foreman
 - b. Climber
 - c. Groundmen

_____/hr
_____/hr
_____/hr

4. **List multiplier for overtime hourly wage of labor only**

_____/hr

List additional available equipment prices per hour and attach to this form. Please also provide information requested on attached Additional Questions for Bid Vendors.

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

The above proposal is in complete accordance with the Specifications except where it is clearly shown that an item quoted is an alternate in exception to the Specifications for reasons clearly stated.

Name and Address of Bidder: _____

Telephone Number: _____

Federal I.D. Number: _____

Signature of Bidder: _____

Printed Name of Bidder: _____ **Date:** _____

Email Address: _____

ADDITIONAL QUESTIONS TO BID VENDORS

Please list your professional references.

What is your proposed response time to emergencies?

Where do the employees live who are expected to work on this contract and, therefore, their response time?

Will SHELd be charged portal to portal for emergency requests or only for hours worked?

How many crews can your company provide in an emergency?

Do you have a GPS vehicle tracking system, and if so, will you provide SHELd access to the data?

In the last 5 years, has your company received any safety, health, or environmental violations from a federal, state, or local authority?

SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
85 Main Street, South Hadley, MA 01075

SPECIFICATIONS FOR BIENNIAL VEGETATION MANAGEMENT

SECTION 1

1.0 SCOPE

- 1.1 This Specification provides for managing tree vegetation under and adjacent to all of the South Hadley Electric Light Department's overhead distribution lines, and associated facilities.
- 1.2 The work includes preservation of desirable vegetation, pruning and removing trees, site cleanup, and off-site disposal of cut vegetation.
- 1.3 The work under this contract shall be for a two-year period beginning on **January 1, 2027, and ending on December 31, 2028.**
- 1.4 The Department reserves the right to contract with more than one contractor for this service, or to have part of the service performed by either the Department or other Municipal Departments.

2.0 REFERENCE

The following publications are to be used as non-exclusive references for these Specifications.

- 2.1 ANSI (American National Standard Institute) A300 Standards, which are the generally accepted industry standards for tree care practices.
- 2.2 APPA Safety Manual for an Electric Utility - Section 508 Tree Trimming.
- 2.3 OSHA Electrical Standards 29CFR Par. 1910.269.

3.0 PUBLIC AGENCIES/PERMITS

- 3.1 The performance of work under this Specification shall comply with all applicable local, state and federal ordinances, laws and regulations.
- 3.2 All federal, state, and local agency permits required for work along state highways or near wetlands shall be obtained by the Department. All costs incurred by the Department related to improper or lack of required permits shall be borne by the Contractor.

- 3.3 Notwithstanding any other terms and conditions included in this Specification, the Contractor shall, at its own expense, obtain the necessary consents and permissions from the owner or owners, agent or individual, Board or other Authority having jurisdiction to prune or remove vegetation under these Specifications. The Department, however, at its own expense, reserves the right to obtain said permission or consent when it sees fit to do so.

4.0 **WORK TO BE PROVIDED**

- 4.1 The work to be provided under these Specifications shall include without limitation furnishing of all supervision, labor, materials, tools, equipment, insurance, licenses, permits and payment of all wages, fees and taxes which may be required to perform the work as indicated and specified herein or under law.
- 4.2 It is anticipated that all work will be performed from an aerial buckets. The Department will engage a climbing crew for the rights of way trimming needs.
- 4.3 In case of emergencies, the Contractor will be required to supply crews and equipment as determined necessary by the Department.

5.0 **PERSONNEL QUALIFICATIONS**

- 5.1 The Contractor's operators and crew supervisors shall be trained and qualified and competent in identifying plant material growing under and adjacent to the work areas as well as in standard pruning practices, techniques and handling methods and shall have been qualified for work near and adjacent to utility power lines.

5.1.1 Years of Experience

- The Foreman shall have a minimum of 3 years of experience in vegetation management near energized utility lines.
- The Groundman shall have a minimum of 1 year of experience in vegetation management near energized utility lines.

- 5.2 The Contractor shall provide to the Department proof of certifications upon request.

- 5.3 The Department reserves the right to exclude any personnel of the Contractor from work under this contract if, in the opinion of the Department, they are not properly qualified, not fit to work, perform poorly, or reflect unfavorably on the Department.

5.3.1 The Contractor shall supply the safety records for the past 5 years for each employee working under this contract. This includes both reportable and unreportable events.

- 5.4 Due to the nature of the business, the potential for emergency response, all Contractor personnel shall live within 30 minutes of the Town of South Hadley, Ma.

6.0 **WORK AREA**

- 6.1 The work area shall be limited to the immediate area surrounding the vegetation to be worked on.
- 6.2 All work areas shall be kept in such a manner to cause as little inconvenience as possible to the general public and adjacent property. Police protection of a job site will be at the discretion and expense of the Department. When necessary to close pedestrian walks, the Contractor shall provide personnel, barricades, warning signs, cones, flags, and all other means required by governing laws, rules and ordinances, or which a reasonable contractor would employ.
- 6.3 The Contractor shall take all reasonable, necessary and legal precautions for the protection of work and the safety of workers, the public and Department personnel, and shall comply with all requirements of all authorities having jurisdiction. The Department's approval shall not relieve the Contractor of such strict compliance.
- 6.4 The Contractor shall provide protection which in the opinion of the Department's Field Representative will prevent damage to property including without limitation shrubs, lawns, roads, drives, fences, buildings, catch basins, drainage ditches by personnel, materials, equipment or vegetation debris and Contractor shall assume sole responsibility for damage incurred. Damage to property shall be repaired by the Contractor, at no additional cost to the Department, to a condition that is as good as, or better than the original condition.
- 6.5 The normal access to a job site shall be along public roadways. Should work require the Contractor to place equipment and/or personnel on private property, the Contractor shall obtain the property owner's written permission and shall copy the Department's Field Representative.
- 6.6 The Contractor may be required by the Department to obtain a written release from each owner or tenant whose property he used. The release shall state that the property has been restored to a condition satisfactory to the property owner or tenant.
- 6.7 Wood chips disposal shall be the responsibility of the Contractor.

7.0 **MINIMUM CLEARANCE DISTANCE**

- 7.1 The minimum clearance distance permitted between vegetation and;
 - 7.1.1 **Primary conductors**
 - 8 ft to the side
 - 10 ft beneath
 - 12 ft above

- 7.1.2 **Secondary/neutral/guy wires**
Trim to avoid contact
- 7.1.3 **Street light fixtures**
10 ft to the side
Beneath to road pavement
- 7.1.4 **Base of pole**
3 ft in all directions, cleared of brush
- 7.1.5 **Switch Locations**
At Department Field Representative direction
- 7.1.6 **Pad Mount**
- 7.1.7 **SHELD Fence Lines**

- 7.2 All vines climbing up poles or guy wires shall be cut and/or treated with a compliant growth retardant or herbicide.
- 7.3 Prior to pruning trees on private property, the Contractor shall inform the owner or tenant of required clearances and approximate number of limbs which are to be removed. Written consent of the owner shall be required.
- 7.4 Should the Contractor be denied permission to perform necessary work on private property, they shall immediately notify and provide the Department's Field Representative with the exact location, conductor type, tree species and size, customer's name, date, crew supervisor's name and all details of the conversations between the customer and Contractor.

8.0 **PUBLIC QUESTIONS AND COMPLAINTS**

- 8.1 The Contractor shall refer any questions and any public complaints regarding work under this contract to the Department's Field Representative.

9.0 **SCHEDULING, COORDINATING, INSPECTING AND REPORTING**

- 9.1 The Contractor shall obtain from the Department, full information as to the voltage of its circuits and any known hazards that might be present before starting various parts of the work.
- 9.2 The work to be performed by the Contractor under this Specification shall be done only when and where the Contractor is ordered to perform such work by the Department's Field Representative.

- 9.3 The Department reserves the rights to perform work with its own forces or permit others to prune, remove, or otherwise treat vegetation and to determine the locations at which work shall be performed and the sequence in which it shall be performed.
- 9.4 The Contractor shall start its work when ordered by the Department's Field Representative. The name of the Department's Field Representative will be furnished in writing after the order has been placed. The Department reserves the right to change its Field Representative at any time. The Department will make inspections to follow the progress of the work and to see that the work is performed in accordance with the Specifications.
- 9.5 The Contractor shall not perform any work outside of regular working hours unless he receives an order from the Department's Field Representative to do so. No payments will be made at overtime rates unless such an order has been approved in advance in writing by the Department's Field Representative.
- 9.5.1 The workday of all employees shall begin and end at reporting places approved by the Department's Field Representative. Time spent by employees in traveling from these reporting places to the job site, and from the job site to the reporting places, shall be considered regular working time. The Department may require changes in the reporting places from time to time during the duration of the work. The Department will establish reporting locations for the contractor. All reporting locations will be within the limits of the Town of South Hadley, Ma.
- 9.5.2 The Department is not responsible for Travel time to and from reporting locations. Department employees normally work from 7:00 a.m. to 3:30 p.m. These same hours shall be considered as a normal workday for work performed under this Specification.
- 9.5.3 Daily time sheets shall be prepared, verified and signed by both the Contractor's and the Department's Field Representative. These time sheets shall show each employee's name, title, badge number, number of regular time hours and overtime hours worked (specific authorization to work overtime shall be obtained in advance) and account or order numbers. They shall also show the type of equipment used and the number of hours and the account or order number for each piece of equipment.
- 9.6 The Department will pay to State and/or Municipal Forestry Departments all fees for inspection required by law or regulation of the work covered under this Specification.

10.0 **CONTRACTOR'S CREWS**

- 10.1 The sizes of the crews and classifications of labor comprising each will be determined by the Department's Field Representative. The Contractor shall submit a proposed number of daily crews prior to work start for written approval by the Department's Field Representative.
- 10.2 Contractor hereby represents and warrants to the Department that each employee is trained to work close to high voltage distribution lines, and to provide emergency first aid.

11.0 **CONTRACTOR'S EQUIPMENT**

- 11.1 Climbing irons shall not be used on any tree unless the removal of the tree is certain.
- 11.2 Prior to use, proposed vehicle types, sizes, age and equipment shall be submitted to the Department's Field Representative for approval.
- 11.3 All equipment shall be in satisfactory and safe condition. The Contractor shall remove and replace any equipment deemed by the Department to be in unsatisfactory repair, or unsafe condition or otherwise unsuitable.
- 11.4 Hourly rates for vehicle payments shall consist of the following types:
 - 11.4.1 Chipper - Medium 12".
 - 11.4.2 Brush Truck -
Hydraulic dump body with minimum chip box capacity of six (6) cubic yards.
 - 11.4.3 Aerial Lift with Dump Body –
Fully insulated boom and bucket; fully hydraulic operation; capability for power tool use; minimum height from ground to bottom of bucket of fifty-five (55) feet; a hydraulic dump body and minimum chip box capacity of six (6) cubic yards.
- 11.5 The established rates for vehicles shall include all necessary equipment for tree pruning including an adequate number of saws, trimming tools, absorptive material for controlling a spill, etc.
- 11.6 All Contractor vehicles shall prominently display the Contractor's name, address, and telephone number.

12.0 **INSURANCE**

Refer to sample contract attached for Insurance requirements.

13.0 **HEALTH, SAFETY AND ENVIRONMENTAL STANDARDS**

Construction under this contract must conform to all Federal, State, and local health, safety, environmental and other laws, rules and regulations.

14.0 **BILLING**

Detailed invoices are to be submitted weekly, including a description of the work performed, location of the work, and hours for each item of billing. Invoices not submitted within thirty (30) days of the work may be refused for payment.

15.0 **PAYMENT TERMS**

The Department agrees to pay the Bidder in full within thirty (30) days after delivery and acceptable of this service, providing that all invoices must be received before the 5th of the month in order to be paid on the 22nd of the same month.

Tax Exempt Purchaser Certificate No. 046-001-303.

16.0 **AWARD**

As soon as the award is made, the Bidder will receive written notification. The Bidder will then be required to execute the Contract attached hereto and incorporated herein without modification.

17.0 **MASSACHUSETTS TAX LIEN**

The Bidder certifies that it has complied with all Massachusetts General Laws, (CH 62C SEC 49A).

18.0 **BIDS**

The right is hereby reserved to reject any or all proposals, or to accept any proposal that in the opinion of the Manager of the South Hadley Electric Light Department may be for the best interest of the Department.

Bids must be submitted in a **SEALED** envelope plainly marked **"2027-2028 Proposal for Vegetation Management RFP #2027 VEG MGMT "**.

SECTION 2

TREE MANAGEMENT

1.0 METHOD

- 1.1 Unless otherwise specified, only those trees designated and approved in advance in writing by the Department Representative will be pruned or removed.

2.0 MECHANICAL CUTTING

2.1 General

All trees designed for trimming or removal, for which proper consent or permission has been secured, shall be trimmed or removed in accordance with ANSI or other recognized national standards. Pruning shall be performed so as to provide maximum clearance for the Department's wires without injury to the tree and preserving as nearly as possible the tree's natural growth pattern. All work shall be performed to the satisfaction of the Department authorities having jurisdiction over pruning and removal of trees on public property and owners or tenants of private properties.

2.2 Pruning shall consist of:

- 2.2.1 Removal of dead, dying, deceased, interfering, obstructing, objectionable and weak branches, two (2") inches or greater in diameter if they may eventually come in contact with Department equipment.
- 2.2.2 Natural, Drop Crotch or lateral trimming to reduce the tops, sides, under-branches or individual limbs.

2.3 Pruning Procedures shall be as follows:

- 2.3.1 All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
- 2.3.2 To prevent splitting or peeling of bark, all branches too heavy to handle and two (2") inches or larger in diameter shall be precut utilizing three cuts: the first cut shall be an undercut 1/4 to 1/2 the branch thickness, six to twelve (6"-12") inches from the branch base; a second cut within an inch or two up from the first shall be made to drop the branch; the third and final cut shall be made at the edge of the branch collar to remove the branch stub. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
- 2.3.3 The weaker or least desirable of crossed or rubbing branches shall be removed if they are within the clearance zone or may eventually fall on Department equipment.

SHELD CONTRACT #2027VEG MGMT

CONTRACT

**SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
85 Main Street, South Hadley, MA 01075**

DATE: _____

This Contract is entered into on, or as of, this date by and between

**SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
AND
[“Contractor/Vendor Name”]**

[Address of the Contractor/Vendor]

**[Contractor/Vendor Telephone Number]
[Contract/Vendor Email]**

hereinafter called the Contractor and South Hadley Electric Light Department (SHELD or Department), a municipal light department.

This is a Contract for the procurement of the following:

“Manage tree vegetation and associated facilities adjacent to all of the Department’s overhead transmission and distribution lines including the preservation of desirable vegetation, pruning and removing trees, site cleanup, and off-site disposal of cut vegetation, on a non-exclusive basis, in accordance with the Department’s specifications.”

- The Contract price to be paid to the Contractor by the Department is: Negotiated
- Payment will be made as follows: As Negotiated

1. DEFINITIONS:

- a. Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- b. The Contractor: The “other party” to any Contract with the Department. This term shall (as the sense and particular Contract so require) include Vendor, Proposer, Engineer, Proposer or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used.
- c. Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- d. Goods: Goods, Supplies or Materials.
- e. Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work but does not include one who merely furnishes material not so worked.
- f. Work: The services or materials contracted for, or both.

2. TO BEGIN WORK:

The Contractor shall begin the work on the first scheduled workday following the signing and execution of this contract. Substantial completion of this contract is expected as outlined within the request and this contract may be subject to extensions. The time limits stated in the Contract documents are of the essence of the Contract.

3. STANDARD OF WORK:

All work to be done pursuant to this contract must be completed in a workman-like and professional manner and to the sole satisfaction of Department. In evaluating this standard, the parties shall take into account the fact that South Hadley Electric Light Department is a municipal lighting plant as described in Massachusetts General Laws, Chapter 164, Sections 34 through 69, inclusive. As applicable, Contractor specifically acknowledges

that the materials, supplies, equipment, tools, services and all other facilities and things are being sold subject to all implied warranties and warranties imposed by law, including but not limited to merchantability and fitness for a particular purpose. All work and Contractor responsibilities shall be in accordance with the provisions of this contract and all associated documentation, as applicable.

4. THE CONTRACTOR:

Shall conform to and comply with all the provisions of municipal ordinances, the General Laws of Massachusetts and the United States Code, including but not limited to, Chapters 7, 30, 62C, 11F and 149 of the General Laws of Massachusetts, relating to public works, public buildings and other matters, whenever applicable including the requirements hereinbefore and hereinafter stated.

As applicable, materials or supplies delivered under this Contract must be accompanied by any necessary form relating to toxic or hazardous substances including, but not limited to, Material Safety Data Sheets required by the United States Code or the general laws of Massachusetts. For guidance, the Contractor will use the Massachusetts Substance List (MSL) described in Chapter 111F of the General Laws of Massachusetts and 105 CMR 670.

5. PERMITS AND NOTIFICATIONS:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

6. CHANGES, ALTERATIONS OR ADDITIONS:

The Department may order extra work or may make changes by altering, adding to or deducting from the work, and all changes shall be performed under the conditions of this contract and the Contractor shall have no claim for extra compensation in any case unless, before any change is made or any extra work done or materials furnished, the Department shall have ordered the change or extra work in writing and shall have specified in writing the value of the change to the contract. . As applicable, extra work shall be billed to the Department not later than fifteen (15) days after completion of each assignment of additional or changed work. No verbal agreement or conversation with any officer, agent or employee of the Department, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. No officer, agent or employee of the Department shall have any power or authority whatsoever to bind the Department or incur any obligation on its behalf to any subcontractor, material supplier or other person in any manner whatsoever.

Any changes, extensions of time, alternations or additions to this contract made in accordance with its terms or any changes in the work to be performed made in the plans or specifications, shall be deemed to be made under the provisions hereof.

If applicable, any changes, extensions of time, alternations or additions to this contract shall not, as applicable, affect the obligations of the bond or surety thereon; nor shall a

failure to give notice of changes, alterations or additions to the surety on said bond affect

the obligation of said surety, all of said notices being waived by the execution by said surety of the bond for the performance of the contract and the payment of all claims relating thereto.

7. SUBJECT TO APPROPRIATION:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation, this Contract shall be immediately terminated without liability for damages, penalties or other charges.

8. SALES TAX EXEMPTION:

South Hadley Electric Light Department is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. All purchases of supplies and materials in relation to the project are therefore tax-exempt. This must be considered when submitting contract prices. A tax-exempt certificate will be provided.

9. STATUTORY COMPLIANCE:

This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B: Uniform Procurement Act

General Laws Chapter 30, Sec. 39, et seq: Public Works Contracts.

General Laws Chapter 149, Section 44A, et seq: Public Buildings Contracts

General Laws Chapter 7C: Designer Selection

- a. Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- b. The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

- c. The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in this Contract and associated Contract Documents, for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Department. It shall, at all times, observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Department, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

10. CONFLICT OF INTEREST:

Both the Department and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Department that neither it nor its agents, employees, or subcontractor are thereby in violation of General Laws Chapter 268A.

11. INSURANCE AND INDEMNIFICATION:

The Contractor shall have the following insurance in force during the term of the contract.

- Professional Liability (Errors and Omission) Coverage of no less than \$1,000,000
- General Liability Coverage of no less than \$5,000,000
- Automobile Liability Coverage of no less than \$1,000,000
- Worker's Compensation and Employers Liability as required by statute.

Protection shall be, against all claims for injuries and damage to persons or property to the extent such claim arises from Contractor's performance of the work. The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of benefits under General Laws, Chapter 152, to all persons to be employed under the contract and the Contractor shall continue such insurance in full force and effect during the term of the contract. The Contractor's general liability and automobile liability coverage shall be endorsed including the Department as an Additional Insured and certificates(s) for the same shall be indicated on their face by the words: "South Hadley Electric Light Department is included as an Additional Insured on the general liability and automobile liability" and checking off the appropriate box on the

Acord Form. The Contractor shall furnish such Certificates before this contract shall be in effect. Such general liability, automobile liability, and workers' compensation/employer's liability policies shall also be endorsed to contain waivers of insurer's subrogation rights against the Department, if allowed by law, by including the following language or similar language on the certificate: "The Seller waives its right of subrogation against and in favor of South Hadley Electric Light Department, as an Additional Insured, which may arise by reason of payment of a claim under the general liability, automobile liability, and workers' compensation/employer's liability policies". No cancellation of such insurance whether by the insurer or by the insured shall be valid unless written notice thereof is given by the party proposing cancellation to the other party, and to the Department at least 30 days prior to the intended effective date thereof, which date shall be expressed in said notice. Failure to provide and continue in force such insurance shall be deemed a material breach of contract and shall operate as an immediate termination thereof. Any notice of cancellation shall comply with the requirements of General Laws, Chapter 149, Section 34A.

To the fullest extent provided by law, contractor shall indemnify, defend and hold harmless the Department from any and all claims for injuries and damages to persons or property including death arising from the Contractor's performance of the work, including without limitation the Department's legal and experts' fees and expenses relating to the investigation, defense and resolution of any and all claims.

12. PAYMENTS BY DEPARTMENT:

The Department will pay, and the Contractor will accept in full consideration for the complete performance of this contract, the agreed to values as negotiated.

13. ASSIGN, SUBLET OR TRANSFER:

This contract or the right to receive payment thereunder shall not be assigned, sublet or transferred, in any way, in whole or in part except with the written consent of the Department.

14. TERMINATION:

The Department, on three days' written notice, may suspend, postpone, abandon or terminate this contract, or any part hereof, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment, or termination may come about for the convenience of the Department or as a result of the Contractor's failure to render to the satisfaction of the Department the services required of him under this contract, including the progress of work under such services. Upon receipt of written notice from the Department that this contract, or any part hereof, is terminated, the Contractor shall immediately cease operation of the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of this contract that may be in his possession or custody, and shall transmit the same to the Department on or before the fifteenth day following the receipt of the above-written notice of termination, together with his evaluation of the cost of the work performed. The Contractor shall be entitled to just and equitable payment in accordance with this contract for any uncompensated work satisfactorily performed prior to such notice.

The Department shall determine the amount of acceptable work performed by the Contractor under this contract. The Department's evaluation shall be used as a basis to determine the amount of compensation due for this work, provided it shall be made in good faith and supported by substantial evidence.

In determining the value of the work performed by the Contractor prior to termination, no consideration will be given to profit, which the Contractor might have reasonably expected to make on the uncompleted portion of the work.

15. WAIVER:

Any waiver by the Department of any violation or omission of any particular item of this contract or the plans or specifications shall be considered, always, only as a waiver of the particular violation or omission and shall not at any time be considered or construed as a waiver of any term of this contract or of any requirement of the plans and specifications. Nor shall any such waiver of any particular violation or omission in any way affect the obligation of the bond and the surety thereon given by the Contractor, as applicable.

16. CONTRACTOR TO PAY:

The Contractor shall pay all claims for labor and materials and for equipment, insurance and all facilities employed in the performance of the contract without delay, and to the fullest extent allowed by law, shall defend, hold harmless and indemnify the Department against any and all such claims and against all claims for injuries or damages to the extent arising out of the performance of the contract and the manner or method in which the work is accomplished, including without limitation the Department's legal and experts' fees and expenses relating to the investigation, defense and resolution of any and all claims.

17. CERTIFICATION OF TAX COMPLIANCE:

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Proposers Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

18. BOND:

If required, this agreement shall not be in force nor shall it have any binding effect until and unless the Contractor shall furnish a satisfactory performance and payment surety bonds conforming to the provisions of General Laws, Chapter 149, Section 29.

19. ARBITRATION:

Any dispute or disagreement between the Department and Contractor arising under this contract shall be submitted to arbitration upon the request of either party, specifying the issue or issues in dispute, and summarizing the party's claim with respect thereto. Copies of any such request shall be served on the opposing party. Within ten (10) days after receipt of such a request, authorized representatives of the Contractor and the Department shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is

not accomplished, the Contractor or the Department may request the American Arbitration Association to appoint an arbitrator in accordance with its Commercial Arbitration Rules, which rules shall govern the conduct of the arbitration in the absence of a contrary agreement by the Contractor and the Department. The arbitrator shall conduct a hearing in South Hadley, Massachusetts, and within thirty (30) days thereafter, unless such time is extended by agreement of the parties, shall notify the parties in writing of his decision stating separately findings of fact and determinations of law. The arbitrator shall not have the power to add to or amend the contract. Subject to such limitation, the decision of the arbitrator shall be final and binding on all parties except that either party may petition a court of competent jurisdiction for review of errors of law. The decision of the arbitrator shall determine and specify how the expenses of arbitration shall be allocated between the Department and the Contractor.

20. APPLICABLE LAW:

This agreement is made under and shall be governed by the laws of the Commonwealth of Massachusetts and litigated if at all only by the courts of the Commonwealth.

21. SEVERABILITY:

If any one or more of the terms, provisions, promises, covenants or conditions of this contract shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all other remaining terms and provisions, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. A signed copy of this document shall be as enforceable as a signed original.

22. LEGAL CERTIFICATIONS:

By acceptance of this contract, Contractor certifies that it has complied and will continue to comply with all ordinances, laws and regulations, including but not limited to all Massachusetts tax laws, and that this contract is fully authorized and enforceable against the Contractor.

IN WITNESS WHEREOF,

Vendor Name, Title, signed this instrument, and South Hadley Electric Light Department has caused the signature of its General Manager, Sean Fitzgerald, to be hereto affixed for SHELD.

IN PRESENCE OF:

_____	By _____	Date _____
Witness	Vendor Company	
	Signer Name, Title	
_____	By _____	Date _____
Witness	South Hadley Electric Light Department	
	Sean Fitzgerald, General Manager	