

# CONTRACTUAL AGREEMENT

## BETWEEN OWNER AND CONTRACTOR

Made as of 14 day of March in the year of Two thousand twenty-two.

BETWEEN the owner: Town of East Bridgewater  
Board of Selectmen  
175 Central Street  
East Bridgewater, MA 02333

And the Contractor: Precision Wildlife Services  
150 Franklin Street  
East Bridgewater, MA 02333

The Project is: Provide the services of the Animal Control Officer  
and Animal Inspector per Massachusetts General  
Laws and East Bridgewater By-Laws plus  
additional duties

Price: \$24,960 first year  
\$25,450 second year (if contract extended)  
\$25,965 third year (if contract extended)

The Owner and Contractor agree as set forth below.

# **CONTRACTUAL AGREEMENT**

## **TERMS AND CONDITIONS**

### **SECTION 1**

#### **CONTRACT WORK**

The contractor shall execute the entire work as described in the contract documents, including the entirety of the Invitation of Bids, including but not limited to performing the tasks of a municipal animal control officer and a municipal animal inspector as required under the Massachusetts General Laws and the East Bridgewater By-Laws.

### **SECTION 2**

#### **OWNER**

The owner shall furnish all legal descriptions of work including but not limited to the specifications.

The Owner shall secure and pay for all permits and fees for necessary approvals, easements, assessments, and charges required for the construction of property.

The Owner has the right to stop the Work if the Contractor fails to correct or persistently fails to perform the Work in accordance with the requirements of the Contract.

The Owner has the right to perform the Work if the Contractor fails to correct the deficient Work after 10 days from a written notice to the Contractor. The Owner may make good the deficiencies and may deduct the reasonable costs including Owner's expenses and compensation for related services from payments to the Contractor.

# CONTRACTUAL AGREEMENT

## SECTION 3

### CONTRACTOR

The Contractor has the responsibility of examining all specifications of the Contract Work and shall observe all conditions affecting the Work, before starting each section of the Work. Any errors, omissions, or inconsistencies in the Contract shall be reported promptly to the Owner or the Owner's Architect.

The Contractor shall secure and pay for all permits and fees for necessary use or occupancy of property.

The Contractor shall enforce strict discipline and good order among the employees performing the Work.

The Contractor shall adhere to applicable laws, rules, regulations, ordinances, and lawful orders while performing the Work and shall report any variances immediately.

All employees of the Contractor shall be fit to perform their tasks assigned for the Work.

Substitution of material by the Contractor will only be allowed with prior permission from the Owner.

In performing professional services, Contractor will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

## SECTION 4

### EFFECTIVE START DATE AND SUBSTANTIAL COMPLETION

Not with standing verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under the contract shall be the date the Contract is executed by an authorizing signatory of the Contractor and the Owner, a later date specified in the Contract, or the date of any approvals required by law or regulation, whichever is later.

Effective Start Date: On or about March 14, 2022

This contract shall achieve substantial completion of the entire work not later than:

One year later than the start date with the with the option of two one-year extensions upon agreement by the Town and the contractor.

# **CONTRACTUAL AGREEMENT**

## **SECTION 5**

### **TERMINATION OR SUSPENSION**

The Owner may terminate the Contract without cause and without penalty, or may terminate or suspend the Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by the Contract, or in the event of an elimination of an appropriation or availability of fund for the purposes of the Contract, or in the event of an unforeseen public emergency mandating immediate Owner action. Upon immediate notification to the other party, neither the Owner nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond the control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. Contractor shall be paid for services rendered up to the date of termination.

## **SECTION 6**

### **WRITTEN NOTICE**

Written notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Owner or the Contractor. Any written notice of termination or suspension, delivered to the Contractor shall state the effective date and period of notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to sure and alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice.

## **SECTION 7**

### **CONTRACT SUM**

The Owner shall pay the contractor sums based on the price list and the work performed. Subject to any additions or subtractions as provided for in this contract.

### **ALTERNATES**

The contract is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the owner:



# CONTRACTUAL AGREEMENT

Alternates: \_\_\_\_\_

## UNIT PRICES

None

## SECTION 8

### PAYMENTS

The Contractor shall only be compensated for performance delivered and accepted by the Owner in accordance with the specific terms and conditions of the Contract. All Contractor Payments are subject to appropriation pursuant to M.G.L. c29 sec26 or the availability of sufficient non-appropriated funds for the purposes of the Contract, and shall be subject to intercept pursuant to M.G.L. c7A sec3. Overpayments shall be reimbursed by the Contractor or may be offset by the Owner from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the Owner from all claims, liabilities, or other obligations relating to the performance of the Contract.

### PROGRESS PAYMENTS

Payment is due 30 days from the later of dates specified in above or receipt of payment request or invoice.

### HOLD BACK

No hold back.

### FINAL PAYMENT

The Owner shall make final payment, constituting the entire unpaid balance of the Contract Sum, to the Contractor when the Work has been completed and the Contract fully performed.

# CONTRACTUAL AGREEMENT

## SECTION 9

### CONTRACT DOCUMENTS

The contract document is this executed Agreement Between Owner and Contractor and shall not be construed as a contractual relationship between the owner and the subcontractor(s), the owner and the architect (if applicable), or any third parties and the Owner and the Contractor. It is the intention of this Contract to be all-inclusive to complete Contract Work. Execution of this Contract assumes that the Contractor has visited the site and is knowledgeable about the local conditions for any installation, service or construction involved in the Contract Work.

The Contract Documents are listed below and, except Modifications issued after execution of this Agreement, are as follows:

The supplementary and other Conditions of the Contract are those as follows:

Other conditions: \_\_\_\_\_

The Specifications for this project and the bid from Precision Wildlife Services are incorporated as part of this contract including all relevant change orders.

## SECTION 10

### ASSIGNMENT

The Contractor may not assign, or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under the Contract, without the written consent of the Owner.

# **CONTRACTUAL AGREEMENT**

## **SECTION 11**

### **SUBCONTRACTING**

Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under the Contract must be in writing with the exclusion of analytical services, authorized in advance by the Owner and shall be consistent with the subject to the provisions of these Terms and Conditions of the Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under the Contract. The Owner is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

## **SECTION 12**

### **KEY PERSONNEL**

The following individuals are expected to perform the following work on this project:

Edward Gannon will be appointed by the Board of Selectmen as the designated Animal Control Officer and Animal Inspector.

## **SECTION 13**

### **AFFIRMATIVE ACTION, NON-DISCRIMINATION IN HIRING AND EMPLOYMENT**

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

# **CONTRACTUAL AGREEMENT**

## **SECTION 14**

### **INDEMNIFICATION**

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Owner, including its agents, officers and employees against any and all claims, liabilities and costs, including reasonable attorney fees, for any personal injury or property damages, patent or copyright infringement or other damages that the Owner may sustain which arise out of or in connection with the Contractor's performance of the Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Owner. After prompt notification of a claim by the owner, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement or judgment. The Owner shall not be liable for any costs, including reasonable attorney fees, incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

## **SECTION 15**

### **WAIVERS**

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

## **SECTION 16**

### **RISK OF LOSS**

The Contractor shall bear the risk of loss for any Contractor's materials used for the Contract and for all deliverables, Owner's property or other data which is in the possession of the Contractor or used by the Contractor in the performance of the Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Owner.

# **CONTRACTUAL AGREEMENT**

## **SECTION 17**

### **PROJECT SAFETY**

It is the Contractor's responsibility to setup, maintain and monitor safety procedures to assure the safety and security of all employees, material, and abutting property from damages related to the Work.

## **SECTION 18**

### **INSURANCE**

The Contractor shall purchase and maintain sufficient insurance to lawfully conduct business in the Project's jurisdiction(s). The coverage must include worker's compensation, vehicle liability, damages because of bodily injury, death, and claims for other damages/losses to property arising from performance of the Work.

# **CONTRACTUAL AGREEMENT**

## **SECTION 19**

### **FORUM, CHOICE OF LAW AND MEDIATION**

Any actions arising out of the Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts, which shall have exclusion jurisdiction thereof. The Owner and the Contractor may agree to voluntary mediation through the American Arbitration Association of any Contract dispute and will share the costs of such mediation. This Section shall limit no legal or equitable rights of the parties.

## **SECTION 20**

### **CONTRACT BOILERPLATE INTERPRETATION, SEVERABILITY, CONFLICTS WITH LAW, INTEGRATION**

Any amendments or attachments to the Contract, which contain conflicting language or has the affect of deleting, replacing, or modifying officially printed language of these Terms and Conditions, shall be interpreted as superseding this contracts agreements language. If any provision of this contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provision of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. The parties must execute all amendments in writing. The printed language of the original Terms and Conditions of this contract shall supersede any conflicting verbal or oral agreements relating to the performance of this contract.

## **SECTION 21**

### **OTHER CONDITIONS OR PROVISIONS**


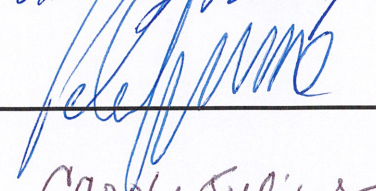
None

# CONTRACTUAL AGREEMENT

## SECTION 22 SIGNATURES


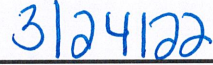
OWNER: TOWN OF

### BOARD OF SELECTMEN

	_____	Date
	_____	Date
Carole Julius	_____	Date

### CERTIFICATION OF AVAILABLE FUNDS:

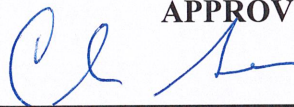
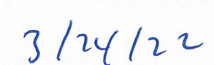
In accordance with MGL c.44 sec. 31C, this is to certify that an appropriation in the amount of this contract is available therefore.

	
Town Accountant	Date


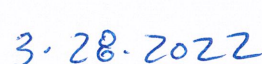
### APPROVED AS TO FORM:


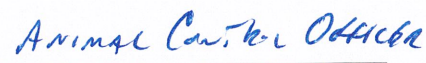
_____	_____
Town Counsel	Date

### APPROVED AS TO PROCUREMENT STATUTES:

	
Chief Procurement Officer	Date

### CONTRACTOR:

	
Authorized Signature	Date

	
Print Name	Title



# **Precision Wildlife Services**

**1-877-WILD-PRO**

**Edward Gannon/Owner-operator**

**precisionwildlife@gmail.com**

**508-802-7672 cell**

**February 14, 2022**

## **Animal Control & Inspection**

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Our goals are to provide efficient and responsive animal control/inspector duties for the town of East Bridgewater.

I personally have 20 years plus of handling nuisance wildlife and dealing with people regularly in the field. My focus has been to provide homeowners with education to help them better understand why it is we have human to wildlife conflicts.

In this transition, I feel we can provide a team approach when needed to deliver the duties of this position to town. Our resources and experience should provide a good fit to streamline this position. We feel confident that the town can place these duties in the hands of Precision Wildlife Services Inc.

Edward Gannon Jr.



## CERTIFICATE OF FOREIGN CORPORATION

In accordance with Massachusetts General Laws Chapter 30, Section 39L, any foreign contractor or subcontractor is required to provide a certificate from the secretary of state stating that such corporation has complied with Massachusetts General Laws Chapter 181, Section 3 and 5, including the date of compliance. Further, bidder's attention is called to Massachusetts General Laws Chapter 268A. In connection with which the bidder is requested to submit the following information:

EDWARD R. GAMMON JR.  
Full Legal Name

508-802-7672  
Telephone

State of Incorporation

EAST BRIDGEWATER  
Principal Place of Business

Qualified in Massachusetts

EAST BRIDGEWATER  
Place of Business in Massachusetts

  
Signature

Notarization:

Subscribed and sworn on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Title

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

If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.



A. The undersigned provide the following services:  
entire work as described in the contract documents, including the employment of a minimum of  
bids, including but not limited to performing the tasks of a municipal animal control officer, and  
a municipal animal inspector as required under the Massachusetts General Laws and the  
Bridgewater By-Laws.

to the town of Bridgewater, Massachusetts for the town of least Bridgewater (6 years)  
acting through its Board of Selectmen (Awarding Authority) in accordance with the  
accompanying specifications documents for the contract price specified below, subject to  
additions and deletions according to the terms of the specifications.

B. This bid includes addenda numbered \_\_\_\_\_

C1. The proposed contract Base Bid price for the first year of the contract is  
\$ 27,960

Twenty four Thousand Nine Hundred Sixty dollars.

C2. The proposed contract Base Bid price for the second year of the contract (subject to  
agreement by the Board of Selectmen and the contractor) is  
\$ 25,460

Twenty five Thousand Four Hundred Sixty dollars.

C3. The proposed contract Base Bid price for the third year of the contract (subject to agreement  
by the Board of Selectmen and the contractor) is \$ 25,965

Twenty five Thousand Nine Hundred Sixty Five dollars.

to be

Contract No. 100-1000000000000000

(1) The undersigned is fully informed respecting the preparation and contents of the attached bid and of pertinent circumstances respecting the bid.

(2) The undersigned is fully informed respecting the preparation and contents of the attached bid and of pertinent circumstances respecting the bid.

(3) The bid is genuine and is not a collusive or sham bid.

(4) Neither the Bidder, nor any of the Bidder's officers, partners, owners, agents, representatives, employees, subcontractors, or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract.

(5) The price or prices quoted in the attached are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of the Bidder's agents, representatives, owners, employees, subcontractors, or parties in interest, including the affiant.

*Handwritten signature*

(Signature)

*Handwritten signature*

(Title)

Notarization

Subscribed and sworn on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Title



the undersigned hereby certifies that the vendor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work, 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 earned pay roll report for each employee, and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects truthful, fair and made without collusion or fraud with any other person. As used in this statement, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that he/she/it understands it is not presently debarred from doing public construction work in the community within the provisions of section twenty-nine B of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Page 5 of 2022

Michael Wallace Seemey Inc

Chief of General Bidder

Joseph A. Seemey Inc

Chief of General Signing Bid and Files

120222150014 F.B. 02335

(Business Address)

1155 Highland Ave. MA

East Bridgewater Board of Selectmen  
Invitation for Bids  
Animal Control/Animal Inspector Services

The Town of East Bridgewater is accepting bids from contractors to provide services meeting the requirements by the Commonwealth of Massachusetts and the Town of East Bridgewater for the offices of Animal Control Officer and Animal Inspector in addition to other services being requested. An individual employee of the contractor shall serve as the official Animal Control Officer and the Animal Inspector for the Town. The invitation for bids is available at <https://www.eastbridgewaterma.gov/bids> until the bid deadline of Monday, March 14, 2022 at noon. The Town reserves the right to reject any and all bids. Approval of the contract is by the East Bridgewater Board of Selectmen.

### Specifications

The contractor will provide the following services to the Town of East Bridgewater for a period of one year with the option of two one-year extensions upon agreement by the Town and the contractor:

- 1) Employee of the contractor to be appointed as the Animal Control Officer and the Animal Inspector of the Town of East Bridgewater
- 2) Appointee and contractor to perform all the duties of the Animal Control Officer and the Animal Inspector as stipulated in the General Laws and Regulations of the Commonwealth of Massachusetts and the Town of East Bridgewater's By-Laws and Regulations including any policies promulgated by the East Bridgewater Police Department concerning the office of the Animal Control Officer.
- 3) Appointee and the contractor shall report and be under the day-to-day jurisdiction and direction of the East Bridgewater Police Chief. The appointee and the contractor shall be in contact with the Police Chief at least two (2) times each calendar week.
- 4) Wildlife services
- 5) Appointee and the contractor shall respond to all dog and animal complaints.
- 6) Appointee and the contractor shall enforce all State and Town laws and regulations concerning dog licensing and dog leash laws.
- 7) Appointee and the contractor shall respond to all calls concerning deceased wildlife in or on public roadways in the Town of East Bridgewater or land managed by the Town of East Bridgewater limited to calls concerning remains that can be managed by one individual including but not limited to skunks, raccoons, foxes, and coyotes.

If there is an immediate public safety issue concerning deceased wildlife to which the appointee and the contractor cannot immediately respond, personnel from the Town of East Bridgewater will respond.

- 8) Appointee and the contractor shall work in conjunction with personnel from the Town of East Bridgewater to remove all deer and larger wildlife (removal requiring at least two adult individuals).

- 9) Appointee and the contractor shall manage disposal of all deceased wildlife (#7 and #8) but any fees associated with said disposal share be paid by the Town of East Bridgewater.
- 10) Appointee and the contractor shall perform all annual farm and barn inspections as required by the Commonwealth of Massachusetts and the Town of East Bridgewater.
- 11) Appointee and the contractor shall maintain and provide all necessary report and documents as required by the Commonwealth of Massachusetts and the Town of East Bridgewater.
- 12) Appointee and the contractor shall respond to requests for assistance for all bats in living spaces when a public health concern is possible including but not limited to rabies exposure. The appointee and the contractor shall deliver or send by next-day mail a properly packaged bat for rabies testing to the appropriate testing laboratory.
- 13) Appointee and the contractor shall obtain all required (by the Commonwealth of Massachusetts and/or Town of East Bridgewater).
- 14) Appointee and the contractor shall provide a list of Problem Animal Control (PAC) agents from the Commonwealth of Massachusetts list – link: <https://www.mass.gov/service-details/problem-animal-control-agents> – to residents and others for situations for which services are required to be provided by a PAC agent.
- 15) Appointee and the contractor shall carry insurance with the limits listed in this bid document. IN addition, the appointee and the contractor shall include the Town of East Bridgewater as an “additional insured” on all policies.
- 16) Appointee and the contractor shall provide their own vehicle to provide all services listed in this bid document and will cover any and all costs to operate and maintain this vehicle.
- 17) Appointee and the contractor will be available Monday through Friday each calendar week from 9:00am to 3:00pm each day to provide, at a minimum, a phone response to assist and facilitate required action. Requests for assistance outside of these hours will be considered to be emergency situations with response at no additional fee.

**Town of Halifax  
Insurance Requirements for  
Contractors Performing Work for the Town**

- 1) General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate. The Town should be named as an Additional Insured.
- 4) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Waiver of Subrogation - The Town will delete any Waiver of Subrogation Language in its entirety from any contract the Municipality enters into.

## CERTIFICATE OF FOREIGN CORPORATION

In accordance with Massachusetts General Laws Chapter 30, Section 39L, any foreign contractor or subcontractor is required to provide a certificate from the secretary of state stating that such corporation has complied with Massachusetts General Laws Chapter 181, Section 3 and 5, including the date of compliance. Further, bidder's attention is called to Massachusetts General Laws Chapter 268A. In connection with which the bidder is requested to submit the following information:

Full Legal Name \_\_\_\_\_

Telephone \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Qualified in Massachusetts \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_

Signature \_\_\_\_\_

Notarization:

Subscribed and sworn on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Title \_\_\_\_\_

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

If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.



**TOWN OF EAST BRIDGEWATER**  
**NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) The undersigned is (owner, partner, office representative or agent) of \_\_\_\_\_, the Bidder, that has submitted the attached bid;
- (2) The undersigned is fully informed respecting the preparation and contents of the attached bid and of pertinent circumstances respecting the bid;
- (3) The bid is genuine and is not a collusive or sham bid;
- (4) Neither the Bidder nor any of the Bidder's officers, partners, owners, agents, representatives, employees, subcontractors, or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder; or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of the Bidder's agents, representatives, owners, employees, subcontractors, or parties in interest, including the affiant.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Notarization:

Subscribed and sworn on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Title

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

FORM FOR GENERAL BID

To: Board of Selectmen  
East Bridgewater Town Hall  
175 Central Street  
East Bridgewater, MA 02333  
(Awarding Authority)

Due Date: Monday, March 14, 2022 at Noon

A. The Undersigned provide the following services:

Entire work as described in the contract documents, including the entirety of the Invitation of Bids, including but not limited to performing the tasks of a municipal animal control officer and a municipal animal inspector as required under the Massachusetts General Laws and the East Bridgewater By-Laws

to the Town of East Bridgewater, Massachusetts for the Town of East Bridgewater (Owner) acting through its Board of Selectmen (Awarding Authority) in accordance with the accompanying specifications documents for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered \_\_\_\_\_

C1. The proposed contract Base Bid price for the first year of the contract is (\$\_\_\_\_\_).

\_\_\_\_\_dollars.

C2. The proposed contract Base Bid price for the second year of the contract (subject to agreement by the Board of Selectmen and the contractor is (\$\_\_\_\_\_).

\_\_\_\_\_dollars.

\_\_\_\_\_dollars.

C3. The proposed contract Base Bid price for the third year of the contract (subject to agreement by the Board of Selectmen and the contractor is (\$\_\_\_\_\_).

\_\_\_\_\_dollars.

Alternates:

Add \$ \_\_\_\_\_

D. The undersigned agrees that, if selected as the vendor, that the undersigned will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond (if required) and also a labor and materials or payment bond (if required), each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the vendor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that the vendor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

By \_\_\_\_\_  
(Name of Person Signing Bid and Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)