

Invitation for Bids

Traffic Counting Services

FY23-Traffic Counts

The Berkshire Regional Planning Commission (BRPC) is inviting bids for annual traffic counting services.

The **sealed bids**, plainly marked “**FY23 Traffic Counting Bid**” in the lower-left corner of the envelope, must be mailed to:

**Berkshire Regional Planning Commission
1 Fenn Street, Suite 201
Pittsfield, MA 01201**

Or by email to: info@berkshireplanning.org

Bids must be received by **4:00 p.m., on Friday, August 11, 2023.**

BRPC is an Equal Opportunity/Affirmative Action Employer. It fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities and conducts its programs, services and activities in a nondiscriminatory manner.

BRPC, the awarding authority, reserves the right to accept or reject any or all bids in total or in part or waive any informality in the proposals as they deem in the best interest of the public.

Specifications and instructions for all bids may be obtained by calling (413) 442-1521 x 18, or by emailing akoirala@berkshireplanning.org.

General Instructions to Bidders

1. All bids must contain a filled out signed BID FORM and a properly executed Tax Compliance/Non-Collusion Form, Debarment Form, and signed OSHA certification. All of this information can be found within the contents of the Invitation for Bid. Minor defects on a bid submittal may be waived by the BRPC as long as the error or variation is not prejudicial or preferential to the other bidders and that it may be corrected without effect upon substantive elements of the bid such as, but not limited to, price, quality, payment terms or delivery schedule. Resolution will be determined by the BRPC.
2. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the BRPC. Conditional bids will not be accepted. Any bid arriving after the time and date of bid opening will not be accepted.
3. A bidder will be held to the terms and the prices on the bid form for the duration of the contract period.
4. The contractor will be bound by all applicable statutory provisions of the law of the Federal Government and the Commonwealth of Massachusetts.
5. The contractor will be required to indemnify and hold harmless the BRPC for all damages to life and property that may occur due to the contractor's negligence or that of his/her employees, subcontractors, etc., during the contract.
6. Any restrictions or deviations from the Traffic Count Services Requirements must appear either on the bid form or on an attachment thereto.
7. A contract will be signed between the awarded bidder and the BRPC. As time is of the essence, the bid document is attached. No substantive changes will be accepted. Failure to accept the contract will be grounds for bid rejection.
8. The contract resulting from this bid will be awarded to the lowest responsible and responsive bidder based upon bid price, past performance and reliability of the bidder, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid form.

9. The BRPC staff is available to answer any general questions about bid procedure, etc., but no question will be answered that in any way could give an unfair advantage to a bidder. All inquiries concerning this bid should be directed to:

Anuja Koirala
413-442-1521 Ext 18
akoirala@berkshireplanning.org

10. BRPC will acquire all necessary permits from MassDOT to place counters on state owned roads.
11. MassDOT certification and approval of the contractor's traffic counters is required prior to initiating counts. It is the responsibility of the contractor to obtain test certification in a timely manner in order to meet the deadlines of the contract.
12. BRPC does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services, or activities.
13. If this Contractor has not performed this work for the BRPC in the past, the Contractor must submit with their bid a list of six (6) jobs which they have successfully completed, giving the name and address of the projects so that they may be referenced prior to the award of the contract.

FY23 Traffic Count Services Requirements

GENERAL DESCRIPTION

Under this project, traffic count data will be collected to supplement and update the Berkshire Regional Planning Commission's (hereinafter CLIENT) traffic count database. Traffic count data is to be collected at a minimum of 28 locations within Berkshire County, Massachusetts. Information on the count locations is provided in Table 1 of this document.

STATEMENT OF WORK

The Consultant/Contractor shall be responsible for providing the Client with traffic count data for locations identified by the client. Collection of the traffic data will be performed using an automated data collection method. Prior to conducting counts, counting equipment shall be tested in accordance with FHWA requirements, and test data shall be submitted to MassDOT for certification/acceptance prior to data collection activities. Counts shall not occur on a holiday or a Monday, or Friday. All counts shall be taken in accordance with the RPA Traffic Counting Procedures prepared by MassDOT (see attached copy).

SCHEDULE

The anticipated date for the contract award is August 14, 2023. All counts and work performed under this contract must be completed and invoiced prior to September 30, 2023. Deliverables include count data (raw and adjusted), calculations, and formatting of data submitted in hard copy and electronic media. Additional, detailed information on deliverables is included in the RPA Traffic Counting Procedures.

ADDITIONAL INFORMATION

For the bidder's reference, a copy of MassDOT's 2023 Counting Procedures is attached. Unless otherwise noted below, the bidder shall assume responsibilities assigned to the RPA (BRPC) in the Counting Procedures document will be the responsibility of the bidder. Clarifications to the Counting Procedures document follow:

Section 2 – Counter Accuracy

In the first paragraph, 'recorder accuracy certification' refers to a traffic count simulation test offered by some counter manufacturers. If the traffic counters do not have this testing ability, the manual certification procedures in the paragraphs

that follow need to be met. The Client may accept an alternative testing method to determine counter accuracy subject to review and approval of MassDOT.

Section 6 – Count intervals and Duration

In all instances, a valid count will require at least 48 hours of consecutive data (excluding partial days). For bid pricing purposes, assume all counters will be placed for 7 days.

Section 7 – Roadway Functional Class

BRPC will provide this information to the contractor for use in the count report header.

Section 11 – Data Review

BRPC will provide information on prior year count data, if available. In your bid, please specify unit prices for conducting counts at 28 count locations. Recounts, if required per MassDOT guidelines, should be shown as a separate cost item.

Sections 4 and 14 – Data Transmittal

The contractor must provide count data in digital format (TraxPRO preferred) for transmittal to BRPC. The format must be compatible for direct upload to Midwestern Software's website, which hosts MassDOT's traffic count data.

Other Items

Once BRPC and the contractor have finalized the proposed count schedule, BRPC will transmit this schedule to the appropriate Police and Highway Departments along with the contractor's contact information. Local officials will be instructed to contact the contractor directly should the need arise to modify schedules.

BRPC will secure the necessary permit from MassDOT District 1 for counts to be conducted on state highways.

Bid Content

Please include in your bid price costs to complete the following tasks:

Per MassDOT specifications, complete classification traffic counts at 28 locations. It is the responsibility of the bidder to determine the number of travel lanes for these roads should pricing be based on number of travel lanes of the roadway. Costs should include the time associated with equipment validation/testing and count report preparation and transmittal, though it is not necessary to itemize these costs in your bid.

Bids should specify costs associated with required recounts as a separate item.

TABLE 1: 2023 TRAFFIC COUNT LOCATIONS

City/Town	Route or Street	Location	Functional Classification	Surface Width (ft)
ADAMS	EAST RD.	SOUTH OF WALLING RD.	U6	22
ADAMS	HOOSAC ST.	WEST OF SUMMER ST.	U6	40
ADAMS	MAPLE ST.	NORTH OF FORREST PARK AVE.	U6	24
CLARKSBURG	ROUTE 8	AT VERMONT S.L.	R5	24
CLARKSBURG	ROUTE 2	AT NORTH ADAMS C.L.	R2	24
DALTON	ORCHARD ST.	200 FT NORTH OF MAIN ST & OLD WINDSOR RD.	R5	21
DALTON	PLEASANT ST	NEAR INTERSECTION WITH HIGH ST	R7	24
HANCOCK	ROUTE 43	AT NEW YORK S.L.	R5	24
MONTEREY	ROUTE 23	WEST OF TYRINGHAM RD.	R5	20
NEW MARLBOROUGH	CLAYTON MILL RIVER ROAD	AT CONNECTICUT S.L.	R6	19
NEW MARLBOROUGH	NORFOLK RD.	AT CONNECTICUT S.L.	R6	20
NEW MARLBOROUGH	SOUTHFIELD RD.	SOUTH OF RTE.57	R5	19
NORTH ADAMS	ROUTE 8	AT ADAMS T.L.	U2	48
NORTH ADAMS	ROUTE 8	NORTH OF RTE.2	U5	24
NORTH ADAMS	HOLDEN ST.	NORTH OF RTE.2	U6	24
NORTH ADAMS	AMERICAN LEGION DR.	BTWN. RTE.8 & SUMMER ST.	U6	40
OTIS	ROUTE 23	AT BLANDFORD T.L.	R6	20
PITTSFIELD	E HOUSATONIC ST.	BTWN. WENDELL AVE. & BARTLET AVE.	U5	30
PITTSFIELD	BARTLET AVE.	NORTH OF E HOUSATONIC ST.	U7	32
PITTSFIELD	E HOUSATONIC ST.	BTWN. BARTLET AVE. & POMEROY AVE.	U5	30
PITTSFIELD	E HOUSATONIC ST.	BTWN. APPLETON AVE. & DEMING ST.	U5	30
PITTSFIELD	POMEROY AVE.	SOUTH OF E HOUSATONIC	U5	28
SHEFFIELD	BERKSHIRE SCHOOL RD.	BTWN. GIBERSON RD. & BEARS DEN RD.	R6	20
WILLIAMSTOWN	ROUTE 43	NORTH OF IDE RD.	U5	22
WILLIAMSTOWN	LATHAM ST.	WEST OF RTE.43	U6	25
WILLIAMSTOWN	N.HOOSAC RD.	AT NORTH ADAMS C.L.	U5	25
WINDSOR	ROUTE 8A & 9	WEST OF DALTON RD.	R2	24
WINDSOR	ROUTE 9	1.2 mi EAST OF RTE. 8A	R2	34

1. The contract period shall be from date of award to September 30, 2023.
2. A list of traffic count locations is provided in Table 1, along with information on the road facility type. This is provided for informational purposes only, BRPC assumes no responsibility for the accuracy of the facility data. Bidders are encouraged to check the accuracy of information used to develop their bid proposal and pricing. The majority of count locations are on two lane roads. Bidders are responsible for determining the number of lanes for the following locations should pricing be based on the number of lanes. Costs for **EACH** location must be included in the Traffic Count Bid form. Classification counts shall be conducted at all 28 locations.
 - a. Adams, Hoosac Street - West of Summer Street
 - b. North Adams, Route 8 - At Adams T.L.
 - c. North Adams, American Legion Drive – Between Route 8 & Summer Street.
 - d. Windsor, Route 9 – 1.2 mi East of Route 8A
3. All traffic counters will be installed and removed in a safe and efficient manner. Warning signs/devices and traffic devices as required shall be in accordance with MassDOT standards. Installers shall wear USDOT approved high visibility safety vests in accordance with OSHA requirements.
4. All logistics, such as hours of work, etc. shall be arranged between the contractor and each Municipality's highway superintendent or their designate and shall be at the Highway Superintendent's discretion.
5. OSHA Certification is Required – All contractors working on public works projects will be required to certify that ALL employees performing traffic counts have successfully completed an OSHA-approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees' OSHA 10- hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid but must be available upon request.

Failure or refusal of the successful bidder to execute and deliver a Signed Contract, Workers' Compensation Insurance Affidavit, Certificate of Insurance, and Labor and Materials Bond acceptable to the BRPC within 5 days after notice of contract award will result in the forfeiture of the Bid Bond as Liquidated Damages. The Contract will be awarded to the next lowest qualified bidder or the IFB re-advertised, as the BRPC believes is in the best public interest.

2023 RPA TRAFFIC COUNTING PROCEDURES

The following Traffic Counting procedures are to be followed by each Regional Planning Agency:

- 1) Each RPA shall contact the MassDOT District office in their region to obtain any required permits prior to installing traffic counting equipment on state owned roadways. Installed traffic recorders on all roadways shall be clearly labeled with the name of the equipment agency/owner (RPA/consultant) and a phone contact number.
- 2) The Federal Highway Administration (FHWA) requires that all equipment used to gather traffic data for the Traffic Monitoring System for Highways (TMS/H) shall be tested prior to commencing the yearly program. Data collected with equipment that does not meet the following test requirements will not be accepted. Submitted recorder accuracy certification with an approved traffic counter tester is an acceptable alternative to the below testing requirements.
 - Traffic recorder axle (not vehicle) volumes shall be tested against manual axle volumes for a minimum of two consecutive intervals per recorder. It is not necessary to set the recorder for a classification count.
 - Submit a spreadsheet to MassDOT at the start of the season showing the counter ID #, manual volume, recorder volume, and % error for each interval. $\% \text{ Error} = (\text{manual volume minus recorder volume}) / \text{Manual volume} \times 100$.
 - Recorders showing a difference in axle volumes < 10% compared to the manual axle volumes for each interval are acceptable. Recorders that fail the test shall be repaired and tested again. MassDOT must accept the test and retest results prior to that recorder being used to collect MassDOT traffic counts.
- 3) Exact field locations and the count install/removal dates are to be uploaded to the GIS Traffic Data map via a phone application "ArcGIS Collector". <http://massdot.maps.arcgis.com/home/index.html>
- 4) The data file for each collected traffic count should include the tested & accepted recorder ID number. A separate listing (kept on file in your agency) is acceptable if your traffic recorders & software does not have that option. Electronic data shall be in a format that can be submitted and uploaded to the Midwestern software website database (mhd.ms2soft.com).
- 5) Ensure that the MassDOT Station Number is used for the count data file name and is programmed into the recorder if possible. Stay as close to the MassDOT location description as possible. An explanation shall be submitted in writing (via email) if any MassDOT program location cannot be counted in the current season for some reason (construction, etc.) at the specified location. Any current season incomplete MassDOT program counts shall be counted in the following year after the issue (construction, etc.) has been resolved. Maps or sketches of count locations may be emailed to Statewide Traffic Data Collection for clarification.
- 6) 60-minute or shorter data collection intervals (15 min, etc) can be used for a minimum of 48 hours (consecutive preferred) of weekday (Tuesday thru Thursday preferred) directional data. Each direction should be counted during the same time period. All uploaded counts shall have only full 60-minute intervals and full 24-hour periods. Any first or last interval partial hour data should not be included in the uploaded data.
- 7) The RPA shall input the below listed **Federal** "Functional Class" code, the "SF Group" (seasonal factor group), the "AF Group" (axle factor group), and the "Rural/Urban" designation for any RPA city/town (non-MassDOT program) counts uploaded to MS2.
 - 1 = Interstate
 - 2 = Principal Arterial – Other Freeways & Expressways
 - 3 = Principal Arterial - Other
 - 4 = Minor Arterial
 - 5 = Major Collector
 - 6 = Minor Collector
 - 7 = Local

- 8) Route numbers and/or street names should be used in descriptions, whenever possible, for counts other than MassDOT coverage counts. One-way counts should be labeled as such and include the direction on the MS2 website.
- 9) Traffic counts should be evenly spaced throughout the counting season. Schedule the counts so they are not taken during an event that would affect the normal traffic flow (Legal holidays, local fairs, concerts, traffic detours, natural disasters, pandemics, etc.). Recreational area counts should be taken during the same time frame as previous years for better historical comparisons and growth trends.
- 10) Classification counts shall be done at all MassDOT requested locations if possible. Class counts shall be done with a separate recorder & hose setup for each lane of traffic unless the recorder is specifically designed to accurately class multiple lanes. Class counts with less than 10 % “unidentified” vehicles are acceptable and the percentages for the FHWA 13 class typology categories shall be reviewed (each lane, each direction, and totals) for count location appropriateness. The recorder classification column headings shall be set up to agree with the attached 13 FHWA classification categories. Volume data shall be created from the classification data in the MS2 website – volume data from a classification count does not need to be uploaded separately.
- 11) Review the collected data (including MS2 upload QC checks) and conduct recounts of bad data as necessary. Compare the count data with prior year data at that location on the MS2 website (mhd.ms2soft.com). If the count varies significantly from previous years or has one direction significantly higher than the other, an explanation for the change should be furnished.
- 12) Contact MassDOT Traffic Data Collection (Misrak Sultan) if you believe a MassDOT program count needs to be edited (incorrect map location plot, description, FC, etc.) on MS2. MassDOT will review the location and make any appropriate edits since the RPA’s do not have administration privileges to modify the MassDOT location parameters.
- 13) Unfactored traffic counts shall be uploaded to MS2 on a regular basis during the counting season. All counts shall be uploaded to MS2 by the end of the year. This applies to both the MassDOT traffic program counts and other RPA city/town counts. Turning movement counts are to be uploaded via the “TMC” button located at the top of the “TCDS” home page.
- 14) A file naming convention was developed for non-MassDOT program counts to facilitate system searches and custom queries. The MS2 location ID should be your Username (RPAxx), a dash, the city/town number, a dash, and then your own designation. The city/town designation numbers are in the attached excel listing. As an example, a count done by Old Colony (RPA09) in Abington (City # 001) for RPA count name/number xxxxxxxxxxxx would have the location ID in MS2 as RPA09-001-xxxxxxxxxxxx. Note that the file name can be up to a maximum of 25 characters.
- 15) Uploaded counts are QC checked with the results put in the “Count Group Assign List” on the MS2 Admin page. Data without errors can be “Auto Assigned” by the RPA to push them into the database. The RPA shall review and resolve any data with errors codes generated by MS2. This involves assigning data deemed good, deleting data deemed bad, renaming/re-uploading files to agree with the correct “location ID” (error code 1), etc.
- 16) At the completion of the yearly program, all MassDOT Traffic Count Program counts, and other RPA City or Town counts should be archived electronically by the RPA (separately from the MS2 website www.ms2soft.com).

Below is the contact information (email preferred) for questions regarding the RPA traffic Counting program or procedures:

Misrak Sultan
Statewide Traffic Data Collection
Mass Department of Transportation - Highway Division
10 Park Plaza - Room 7210
Boston, MA 02116 – 3973
Email: Misrak.Sultan@dot.state.ma.us
Concord phone: (978) 287-6117, Cell Phone: 617 620 7314

Insurance Requirements

The bidder shall at all times during the contract maintain in full force and effect Employer’s Liability, Worker’s Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, including contractual liability coverage.

All insurance shall be by insurers and for policy limits acceptable to BRPC and before commencement of work hereunder the contractor agrees to furnish BRPC certificates of insurance of other evidence satisfactory to BRPC to the effect that such insurance has been procured and is in force.

For the purpose of the contract, the contractor shall carry the following types of insurance in at least the minimum amounts specified below:

Coverage Type	Policy Limits
Worker’s Compensation	Statutory*
Employer’s Liability	\$1,000,000
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Excess/Umbrella Liability	\$2,000,000

* A *Worker’s Compensation Insurance Affidavit: General Business* as issued by the Massachusetts Department of Industrial Accidents will be required of the winning bidder(s) at contract signing. See <https://www.mass.gov/orgs/executive-office-of-labor-and-workforce-development>

BRPC and the participating municipalities shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad-form general liability endorsement.

Checklist of Required Signed Submittals

1. Traffic Count Bid Form
2. Bid Signature page with Corporate Resolution or List of Partners if applicable
3. Tax Compliance Form
4. Non-Collusion Form
5. Debarment Form
6. OSHA Statement

FY 23 Traffic Count Bid Form

Route or Street	Location	Cost
EAST RD.	SOUTH OF WALLING RD.	
HOOSAC ST.	WEST OF SUMMER ST.	
MAPLE ST.	NORTH OF FORREST PARK AVE.	
ROUTE 8	AT VERMONT S.L.	
ROUTE 2	AT NORTH ADAMS C.L.	
ORCHARD ST.	200 FT NORTH OF MAIN ST & OLD WINDSOR RD.	
PLEASANT ST	NEAR INTERSECTION WITH HIGH ST	
ROUTE 43	AT NEW YORK S.L.	
ROUTE 23	WEST OF TYRINGHAM RD.	
CLAYTON MILL RIVER ROAD	AT CONNECTICUT S.L.	
NORFOLK RD.	AT CONNECTICUT S.L.	
SOUTHFIELD RD.	SOUTH OF RTE.57	
ROUTE 8	AT ADAMS T.L.	
ROUTE 8	NORTH OF RTE.2	
HOLDEN ST.	NORTH OF RTE.2	
AMERICAN LEGION DR.	BTWN. RTE.8 & SUMMER ST.	
ROUTE 23	AT BLANDFORD T.L.	
E HOUSATONIC ST.	BTWN. WENDELL AVE. & BARTLET AVE.	
BARTLET AVE.	NORTH OF E HOUSATONIC ST.	
E HOUSATONIC ST.	BTWN. BARTLET AVE. & POMEROY AVE.	
E HOUSATONIC ST.	BTWN. APPLETON AVE. & DEMING ST.	
POMEROY AVE.	SOUTH OF E HOUSATONIC	
BERKSHIRE SCHOOL RD.	BTWN. GIBERSON RD. & BEARS DEN RD.	
ROUTE 43	NORTH OF IDE RD.	
LATHAM ST.	WEST OF RTE.43	
N.HOOSAC RD.	AT NORTH ADAMS C.L.	
ROUTE 8A & 9	WEST OF DALTON RD.	
ROUTE 9	1.2 mi EAST OF RTE. 8A	
TOTAL AMOUNT		\$

Cost for recount (for each location) _____

Date available to start counts _____

Company Name _____

FY23 Traffic Count Bid Signature Page

I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in this bid.

Authorized Signature:

Printed Name:

Date:

Company Name*:

Postal Address:

City:

State:

Zip Code:

Email Address:

Phone Number:

The Office of the Attorney General, Washington, D.C., requires the following information on all bid proposals amounting to \$1,000 or more

Federal Tax ID Number (this number is regularly used by companies when filing their *Employer's Federal Tax Return, U.S. Treasury Form 941*):

If bidder's company is a corporation, include with bid a corporate resolution listing all duty authorized signers on behalf of the corporation and check here:

If bidder's company is a partnership, include a list of names/addresses of all partners and check here:

If bidder's company is a proprietorship, completely fill out information above only and check here:

Tax Compliance, Non-Collusion, Debarment and OSHA Forms

Any person or corporation that fails to date, sign with original signature, and submit the following statements as shown on the following four pages shall not be awarded this contract due to submission of an incomplete bid.

Tax Compliance Certification

Chapter 233, § 35 & 36 of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of goods and/or services to attest under penalty of perjury that they are in compliance with all laws of the Commonwealth relating to taxes.

Pursuant to M.G.L. Chapter 62C § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, the filing of all state tax returns and paid all state taxes as required under the law, and as to the reporting of employees and contractors, and withholding remitting for child support.

Corporate Name:

Social Security Number or

Federal ID Number:

Authorized Official's

Signature:

Type or Printed Name of

Signatory:

Title:

Date:

Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Date:

Authorized Official's Signature:

Typed or Printed Name:

Company or Corporation:

Debarment Statement

Any person or corporate that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

Debarment (Chapter 550, Acts of 1991)

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General laws, or any Rule or Regulation promulgated thereunder.

Date:

Authorized Official's Signature:

Typed or Printed Name:

Company or Corporation:

OSHA Certification

I hereby certify that all of our employees who will be employed at the traffic count sites have successfully passed the OSHA approved 10-hour safety course, and we have proof on file.

Date:

Authorized Official's Signature:

Typed or Printed Name:

Company or Corporation:

Agreement By and Between Berkshire Regional
Planning Commission and the Vendor.

Part I – General Instructions

The Contract Agreement (hereinafter referred to as the CONTRACT) presented below is the document, which will constitute the professional service contract between the successful bidder (hereinafter referred to as the VENDOR) and the Berkshire Regional Planning Commission (hereinafter referred to as BRPC). The CONTRACT also includes the bidding documents to present a fair representation of the contract in which the VENDOR will work. Please notice that the CONTRACT incorporates by reference all the terms, specifications, and conditions of the bid.

This agreement entered into by and between BRPC, duly organized under the laws of the Commonwealth of Massachusetts, and the VENDOR, a duly established corporation or business entity, hereby being:

Vendor Name: _____
Vendor Address: _____
Vendor Phone: _____
Tax ID#: _____
Email: _____

WITNESSETH:

WHEREAS, the BRPC desires to engage the VENDOR to render certain goods and/or services in connection with the undertakings of the PARTICIPANTS and;

WHEREAS, the VENDOR is ready, willing, and able to provide such goods and/or services

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Service** – The VENDOR shall perform all the necessary services provided in this CONTRACT as described herein. See Part I (Part I INCLUDES BY REFERENCE ALL BID DOCUMENTATION ATTACHED AND MARKED “Part I”). VENDOR TO PERFORM SERVICES AS SPECIFIED IN Part I.
2. **Time of Performance** – The services of the VENDOR are effective on the date of contract award and shall proceed to commencement upon issuance of a notice to proceed, and are to be undertaken in a sequence as to assure their expeditious completion in light of the purpose of this CONTRACT and shall continue until all traffic counts are completed on or by September 22, 2023. Any work to be performed beyond the completion date will not proceed unless the VENDOR has obtained prior written consent from an authorized agent of BRPC.

3. **Compensation and Method of Payment** – Said payment will be made within thirty (30) calendar days of written invoice by VENDOR to the BRPC, following acceptance of traffic count data collected under this CONTRACT.

Part II – Terms and Conditions

1. **Termination of Contract for Cause** – If, through any cause, the VENDOR shall fail to fulfill in timely or proper manner its obligations under this CONTRACT, or if the VENDOR shall violate any of the covenants, agreements, or stipulations of this CONTRACT, the BRPC shall thereupon have the right to terminate this CONTRACT, by giving written notice to the VENDOR of such termination and specifying the effective date of termination.

Notwithstanding the above, the VENDOR shall not be relieved of liability to the BRPC by virtue of any breach of the CONTRACT by the VENDOR, and the BRPC may withhold payments to the VENDOR until such time as the exact amount of damages due to the PARTICIPANT from the VENDOR is determined.

2. **Termination for Convenience of the Participant** – The BRPC may terminate this CONTRACT any time by a notice in writing to the VENDOR. If the CONTRACT is terminated as provided herein, the VENDOR will be paid an amount which bears the same ratio to the total compensation of the service of the VENDOR covered by this CONTRACT, less payments of compensation previously made.
3. **Independent Contractor** – The parties agree that the VENDOR shall operate as an independent contractor pursuant to the CONTRACT and shall not, by virtue thereof, become an employee of the BRPC, nor shall it be entitled to any of the benefits of such employment.
4. **Compliance with Local Laws** – The VENDOR shall comply with all applicable laws, ordinances, and regulations of the Federal, State, and local governments, and shall commit no trespass on any public or private property in performing any of the work under this CONTRACT.
5. **Assignability** – The VENDOR shall not assign any interest in this CONTRACT and shall not transfer any interest in the same (whether by agreement or notation).
6. **Interest of Members, Officers, or Employees of the Participant, Member or Local Governing Body, or Other Public Officials** – No member, officer, or employee of the BRPC, or its designees or agents, no member of the locality in which the project is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the project during this tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this CONTRACT.

7. **Release of Information** – No information or material gathered under this CONTRACT shall be made available to any individual or organization without prior written approval of the BRPC.
8. **Insurance Requirements** – The VENDOR shall at all times during the CONTRACT maintain in full force and effect Employer’s Liability, Worker’s Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to BRPC and before commencement of work hereunder. The VENDOR agrees to furnish BRPC *Certificates of Insurance* or other evidence satisfactory to BRPC to the effect that such insurance has been procured and is in force. BRPC and the PARTICIPANTS shall be named as an additional insured under the liability and automobile insurance.

For the purpose of the CONTRACT, the VENDOR shall carry the following types of insurance in at least the minimum amounts specified below:

Coverage Type	Policy Limits
Worker’s Compensation	Statutory*
Employer’s Liability	\$1,000,000
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Excess/Umbrella Liability	\$2,000,000

Vendor Authorized Signature: _____

Typed or Printed Name of Authorized Person: _____

Title: _____

Date: _____

BERKSHIRE REGIONAL PLANNING COMMISSION:

Tom Matuszko, Executive Director: _____

Date: _____