



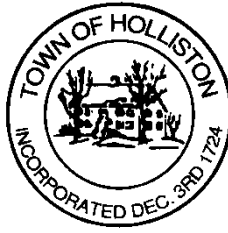
**TOWN OF HOLLISTON
BOARD OF SELECTMEN**

**703 Washington Street
Holliston, MA 01746**

508-429-0608

**REQUEST FOR QUALIFICATIONS
ROOFING/HVAC BUILDING CONSULTANT
HOLLISTON PUBLIC LIBRARY
752 WASHINGTON STREET**





**TOWN OF HOLLISTON
BOARD OF SELECTMEN**

703 Washington Street

508-429-0608

**REQUEST FOR QUALIFICATIONS
FOR
DESIGNER/ENGINEERING SERVICES: LIBRARY ROOF AND HVAC SYSTEM REPLACEMENT**

The Town of Holliston invites qualified engineering/architectural building firms to submit qualifications to provide design, bidding, and construction administration services to the Town for work related to the Library roof and HVAC system at 752 Washington Street. Qualified firms are invited to submit proposals no later than 10 a.m. Thursday, January 4, 2018 at the Selectmen's Office, Town Hall, 703 Washington Street. Proposals will be opened, read aloud, and taken under advisement.

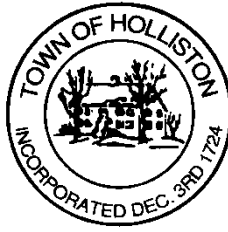
Specifications are available at the Town's website: www.townofholliston.us or at Town Hall. Designers are to provide demonstrated and successful previous experience with public sector roofing and HVAC projects and provide proof of general liability and workers compensation insurance at the state required minimum level upon award of the project Contract. The Town of Holliston reserves the right to accept or reject any or all submissions and to award the proposal in a manner which is deemed to be in the best interests of the Town of Holliston.

J. Jeffrey Ritter
Chief Procurement Officer

Posting

MetroWest Daily News

Town Buildings:	12/12/17
Town Web Site:	12/12/17
Central Register:	12/13/17
COMMBUYS:	12/12/17



**TOWN OF HOLLISTON
BOARD OF SELECTMEN**

703 Washington Street

508-429-0608

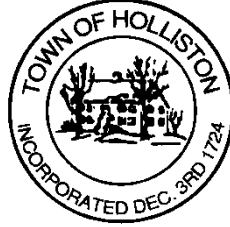
**RFQ FOR DESIGNER SERVICES
FOR
THE HOLLITON PUBLIC LIBRARY ROOF AND HVAC SYSTEM**

All applicants must be licensed architects in the state of Massachusetts and have experience designing and administrating M.G.L. Chapter 149 projects for a government agency.

Applicants are required to present a written proposal to the Chief Procurement Officer. Six (6) copies of proposals must be delivered in a sealed package, plainly marked "RFQ for Designer Services for Holliston Library Roof and HVAC" and addressed to Jeff Ritter, Chief Procurement Officer, Selectmen's Office, Town Hall, 703 Washington Street, Holliston, MA no later than **10 a.m. Thursday, January 4, 2018.**

Any proposals received after such time will not be accepted, unless this date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the town by the established deadline. It is the responsibility of the applicant to assure proper and timely delivery.

The Board of Selectmen is the awarding authority. This project will be administered by Jeff Ritter, Town Administrator and Leslie McDonnell. The Town reserves the right to reject any or all bids and to only award a contract if it is in the best interest of the public to do so.



**TOWN OF HOLLISTON
BOARD OF SELECTMEN**

703 Washington Street

508-429-0608

**Town of Holliston
Request for Qualifications
Designer/Engineering Services:
Holliston Public Library
Roof and HVAC Upgrades
Holliston, Massachusetts**

I. INTRODUCTION

The Town of Holliston invites architectural and engineering design firms to submit their qualifications to provide design and engineering services for the replacement and upgrade of the Library roof and HVAC system. The selected design firm will provide their services under the direction of the Town of Holliston's Town Administrator. The fee for services will be negotiated with the successful firm and will not exceed \$15,000 approved by Town Meeting in October 2017.

II. PROJECT BACKGROUND

GENERAL CURRENT SPECIFICATIONS/CONDITIONS

Building 19,240 Roof Area Estimated to be 4,500 s/f

Constructed in 1903

Onsite Project Primary Contact: Leslie McDonald, Librarian

Last Inspection: January 10, 2007

Type of Roof: Asphalt Shingle

Number of Roof: 2

Last Repair: January 19, 2011

Roof Deck: Wood

Slope Dimension: 10/12

Vapor Retarder: Kraft Paper

Felt: None

Total Systems Piles: Two

Surfacing: Mineral Surface

Membrane Attachment: Mechanically Fastened

Insulation: Unknown

Perimeter Details (Type): Metal End, Wall Flashing

Protection Flashing Material: PVC

Parapet Wall Materials: Brick



**TOWN OF HOLLISTON
BOARD OF SELECTMEN**

703 Washington Street

508-429-0608

III. PROJECT BACKGROUND

**GENERAL CURRENT SPECIFICATIONS/CONDITIONS
(continued)**

Coping Cap: Noe

Drain System: Gutters

Roof Access: Roof Hatch

Library is located in and is designated as contributory to the Thomas Hollis Historic District which was added to the National Register of Historic Districts in 1989.

HVAC Unit Over 30 Years Old

Two (2) Flat Sections and there are shingle roofs around the perimeter of the building

Steps to ensure squirrels and birds are removed from the interior of the roof;

Prepare Inspection Report

Prepare Final Design

Prepare Construction Documents

Bidding and Construction Administration

This will be a high visibility project with close oversight by the building inspector and others.

Scope of Services

1. Project Design:

- a. Assess existing conditions and perform building heating and cooling loads for sizing the new central heating and air conditioning equipment.
- b. Assess existing conditions for roof replacement and vermin abatement.
- c. Prepare demolition drawings as part of the design drawings for removal of the existing heating and air conditioning systems.
- d. Prepare design drawings for the new heating and air conditioning systems and equipment.
- e. Provide new electrical distribution systems to support equipment.

- f. Prepare recommendations for replacement equipment, systems, and cost estimates for Town review and approval.
- g. Submit design at 50% and 90% milestone dates for the Town's approval;
- h. Prepare construction documents (M.G.L. c. 149 – Building Construction Contracts).

2. PROJECT BACKGROUND

3. Bid Phase:

- a. Prepare bid documents suitable for M.G.L. c. 149 – Building Construction Contracts.
- b. Coordinate the bid documents with the Town.
- c. Draft supplemental conditions to the bid documents; include special contract requirements of the Town.
- d. Obtain prevailing wage rates; prepare draft advertisement for review by the Town.
- e. Print and package bid documents; deliver to the Town for distribution to bidders.
- f. Respond to questions from potential bidders.
- g. Schedule and conduct the pre-bid conference, including a site visit.
- h. Prepare project addenda and provide to the Town for distribution.
- i. Coordinate and attend the bid opening, conduct a joint review of bids with the Town.
- j. Conduct construction contractor reference checks; provide thorough written recommendations for award to the Town.
- k. Prepare draft contract documents for review and approval by the Town.

4. Construction Administration:

- a. Schedule and conduct the pre-construction conference.
- b. Review and approve submittals.
- c. Provide contract oversight and administration, including site visits during construction; observe contractor operations, inspect and confirm work is performed to specification.
- d. Address field issues; develop and prepare written change orders for the Town's approval and signature.
- e. Arrange and conduct joint inspections with the construction contractor and the Town at substantial and final completion.
- f. Prepare punch list items; re-inspect the work.
- g. Review and approve payment requisitions.
- h. Coordinate, schedule and attend contractor or OEM training for the Town's employees in the proper operation and maintenance of each new system.
- i. Provide full construction management services through project closeout.

QUALIFICATIONS

- 1. Massachusetts Registered Professional Engineers in the field of Electrical, Mechanical, and Structural engineering required.
- 2. Sufficient in house staff including electrical, mechanical, and structural engineering, drafting and technical support, administrative support and the capacity to facilitate the design, bid, and build process in a timely manner and in accordance with any and all deadlines imposed by the Town. Comprehensive construction management capabilities are essential.

3. Comprehensive, demonstrated experience utilizing the Commonwealth of Massachusetts procurement statutes as they related to design and public construction, in particular M.G.L. c. 149 Building Construction Contracts
4. Demonstrated experience in cost effective, practical design; development and implementation of cost control measures.

EVALUATION CRITERIA and CONTRACT AWARD

The Town will evaluate all proposals based upon the criteria set forth in this section. The Town intends to interview the top three (3) most advantageous firms. After the interviews and reference checks are completed, the Town will offer the project to the firm that, after initial screening, interviews, and reference checks, is deemed the most advantageous to the Town.

1. Qualifications:

- The proposed team's qualifications and demonstrated ability to successfully complete the Scope of Work described

2. Experience:

- ☐ Demonstrate at least five (5) years of experience with or three (3) successfully completed projects. The proposed project team's experience in designing and managing projects of a similar size, scope and complexity

3. Public Sector Knowledge:

- The firm and the proposed team's specific public sector knowledge as it relates to public construction projects in the Commonwealth of Massachusetts, specifically chapter 149 projects

4. Capacity:

- The lead firm's capacity to undertake the project in a reasonable time frame and in accordance with project deadlines, based on the firm's size and current volume of projects

5. Quality of Work:

- A minimum of three (3) Positive references from past municipal and government clients

6. Professional Registrations:

- The proposed team's professional licensure (required)

7. Financial Stability:

- Demonstrate the firm has sufficient resources and is financially stable

Comparative Criteria: Each proposal that meets the minimum criteria listed above will then be scored and rated. Items 1 – 7 above will be scored according to the following:

Highly Advantageous (5): a proposal that clearly exceeds the minimum criteria above

Advantageous (3): a proposal that meets the minimum criteria above

Not Advantageous (0): a proposal that leaves significant questions or issues not fully addressed

The maximum score possible would be 35 (7 items each achieving a score of 5).

Selection Process:

The Selection Process will be conducted in accordance with M.G.L. c. 7C, §§ 44-57 – Public Building Design Services.

Fees:

The fee will be negotiated with the selected firm based on the Scope of Services in this RFQ and shall not exceed the Town Meeting approved appropriation of \$15,000. If an agreement cannot be reached within seven (7) business days of commencement, negotiations will be concluded and the town reserves the right to enter into fee negotiations with the next most qualified firm.

Contract:

The Town of Holliston's standard agreement for professional services will be used as the contract document and is attached hereto.

Response:

The Consultant's response shall be prepared simply and economically, providing a straightforward, concise delineation of the Consultant's ability to satisfy the requirements of this RFQ

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably.

List of project team proposed by the applicant. Include at a minimum:

- Identification of the project manager and project team members that will be assigned to the project(s);
- Experience - similar project experience, within the previous five years;
- Description of role/responsibility in past projects;
- Outline, in detail, the proposed team's experience with Commonwealth of Massachusetts procurement statutes, in particular MGL Chapter 149 (public building projects), as they relate to the design and construction of the proposed projects;
- Demonstrate and provide evidence that the proposed project team meets or exceeds the minimum qualifications;
- Provide evidence the firm can accomplish all work required to issue construction bids in a timely manner to facilitate construction during the _____.

- Responses shall be limited to a maximum of 10 - 8½" x 11" sheets total, printed on one side.

Supplemental Information:

- Resumes of the Consultant's proposed project team and proposed sub-consultants. Include relevant experience and qualifications for the project
- A completed Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction, latest edition.
- Supplemental information is not included in the page limitation.

The evaluation committee may reject any response that does not respond satisfactorily to the specific requirements or meet the minimum qualification standards set forth in the RFQ.

Pre-proposal Conference:

A mandatory pre-proposal meeting will be held on Thursday, December 21, 2017 at 11 a.m. at the Holliston Public Library. A walk through of the project site will be conducted at the conclusion of the conference.

One original and six copies of the proposal shall be provided by no later than, Thursday, January 4, 2017.

Town of HOLLISTON¹

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Holliston, 703 Washington Street, Holliston, MA 01746 (the “Town”), and

[“Contractor”]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone
Number]

[FAX Number]

[email address]

1. This is a Contract for the procurement of the following:
(Describe the work to be performed)

2. The Contract price to be paid to the Contractor by the Town is:

¹ Contract Long Form -Engineer and Architect Services.

3. Payment will be made as follows:

3.1. If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$ _____ as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security: N/A

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one 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.

5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer,

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.

- 5.4 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.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 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.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

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 or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

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.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or

when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

- 9.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Holliston shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the

Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 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.
- 12.2 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.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract 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 Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, 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.

13. Conflict of Interest:

Both the Town 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 Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. 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 Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

The following provisions will not apply if the contract price is less than \$10,000.00 or where the Contractor employs fewer than six (6) persons. [The Town may, on a case by case basis, determine that the following provisions apply to contracts for less than \$10,000.00 or where the Contractor employs less than six (6) employees.]

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;

- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
 - (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
 - (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
 - (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
 - (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.
- 15.2 The Contractor shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing providing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Holliston unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Holliston shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

- 21.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or breach of any provision of this Contract by the Contractor, a person employed by the Contractor, or any of its Subcontractors.

- 21.2 With respect to non-professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Contractor, a person employed by the Contractor, or any of its Subcontractors.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Holliston as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the necessary notice required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an

occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or 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 of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at

the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Holliston by
the Board of Selectmen:

The Contractor by:

Kevin Conley

Signature

Date

Jay Marsden

Print Name & Title

Mark Ahronian

Department Head

Date

Print Name

Certified as to Form:

Town Counsel	Date
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Certified as to
Appropriation/Availability of Funds:

Town Accountant	Date
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Chief Procurement Officer:

	Date
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CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury
that _____ has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of _____, a
Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to
the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each
of them acting singly is, authorized to execute any and all contract
documents and to enter into and negotiate the terms of all contracts and to
accomplish same and to execute any and all documents, instruments, and
agreements in order to effectuate the transaction and that said transaction
shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from
time to time, in the name and on behalf of the Corporation to take or cause
to be taken all such action(s) as s/he or they, as the case may be, deem
necessary, appropriate or advisable to effect the foregoing votes, as may
be shown by the officer or officers execution or performance which shall
be conclusive evidence that the same is authorized by the directors of this
Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from
time to time, in the name and on behalf of this Corporation, under its
corporate seal, if desired, attested by an appropriate officer, if desired, to
execute, make oath to, acknowledge, deliver and file any and all of the
agreements, instruments, certificates and documents referred to or related
to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

CONTRACT CHECKLIST
(TOWN USE)

Initials

1. Certification of Signatures

- For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago

With Corporate Seal affixed (see attached form)
- For LLC: need Manager signature or signed vote of the LLC

2. Certificate of Good Faith and Non-collusion

3. Insurance Certificate

(showing Town as additional insured)

- Matches amount of insurance required under contract

4. Certificate of Tax Compliance

5. Signed by Contractor

- Matches certification by Corp officer of authority.

6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

Contract Reviewed by: _____

Signature

Name, Title

