

TOWN OF HOLLISTON

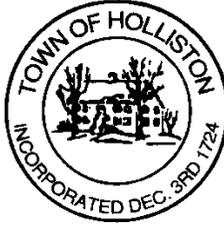
703 Washington Street
Holliston, MA 01746

508-958-4416

REQUEST FOR QUALIFICATIONS (RFQ) HOLLISTON GOODWILL PARK DESIGN ENGINEERING



Goodwill Park 30 Green St, Holliston, MA 01746



TOWN OF HOLLISTON

RFQ

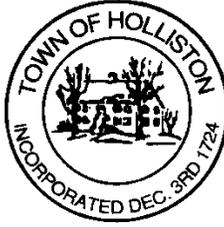
HOLLISTON GOODWILL PARK DESIGN ENGINEERING

The Town of Holliston is seeking sealed proposals for Design Engineering services related to the renovation of Goodwill park located at 30 Green Street in Holliston, MA. Goodwill Park is an approximately 5-acre park located close to the downtown Holliston area and extends along the southern edge of Green Street. Sealed proposals will be received by the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 until Friday December 3rd, 2021 at 10:00 am. This RFQ shall be governed by applicable provisions of the Designer Selection Law – M.G.L. c.7C, §§ 44 – 58, inclusive, and the Town’s Designer Selection process.

Specifications and information regarding this RFQ may be obtained from the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 on or after Monday November 15th, 2021 during normal business hours Monday, Wednesday, Thursday 8:30 am to 4:30 pm; Tuesday 8:30 am to 7:00 PM; Friday 8:30 am to 12:00 pm. Information is also available on The Town of Holliston website under the Facilities tab <https://www.townofholliston.us/facilities>

Once submitted, all proposals shall remain in effect for sixty (60) days, Saturdays, Sundays and legal holidays included. The Town reserves the right to waive any informalities, to reject any or all proposals and to accept the quote deemed to be in the best interest of the Town of Holliston.

The fee for assessment services will be negotiated with the highest ranked finalist, but shall not exceed \$50,000.



TOWN OF HOLLISTON

RFQ

HOLLISTON GOODWILL PARK DESIGN ENGINEERING

1. OVERVIEW

The Town of Holliston is seeking sealed proposals for Design Engineering services related to the renovation of Goodwill park located at 30 Green Street in Holliston, MA. We ultimately seek shovel ready plans to allow the Town to seek bids for this renovation project. Goodwill Park is an approximately 5-acre park located close to the downtown Holliston area and extends along the southern edge of Green Street. The renovation of Goodwill Park is directly aligned with the Town of Holliston Parks Master Plan developed by Beals and Thomas dated July 2019. The full Master Plan can be viewed via our website:

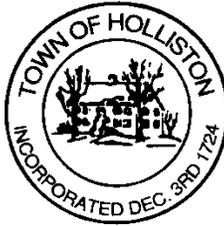
https://www.townofholliston.us/sites/g/files/vyhlf706/f/uploads/master_plan_doc1_2.pdf

As a related note there is an adjacent Town owned property located at 9 Green Street. The structure at this address is being demolished and is proposed to be replaced with a parking lot. It is expected that the patrons of Goodwill Park will utilize this lot to park their automobiles, bicycles, scooters, etc. The expectation is that the “look and feel” of the parking lot will align with the renovations of Goodwill Park.

2. EXISTING CONDITIONS

Neighborhood: Goodwill Park is an approximately 5-acre park located close to the downtown Holliston area and extends along the southern edge of Green Street, with single family residential homes on the opposite side of the street. Green Street is a relatively quiet road that ends in a dead end, which makes it a suitable location for a park that contains a playground for young users, as there is typically a low volume of traffic on the street.

Topography: In general, the majority of the Goodwill Park parcel is relatively flat. However, on the western side of the park in the wooded area, there is a fairly steep slope of about twenty (20) feet of grade change.

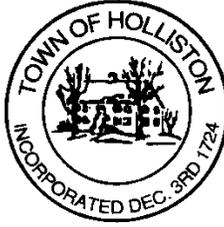


Environmental Characteristics: In general, the vegetation at Goodwill Park consists of lawn and select ornamental and street trees. The westernmost section of the park becomes less open with the edge of existing trees and woods that separate the park from a neighboring residential area. Additional vegetation includes scrub growth along the edge of the field at both the western and southernmost ends of the park.

Site Utilities: Existing site utilities are limited to electrical for existing bathroom and lighting. The restroom building is served by a municipal water line located in Green Street, and an on-site cesspool septic system.

Access and Circulation: As previously noted, Goodwill Park is bounded to the north by a quietly traveled Green Street and backed by commercial businesses along Washington Street (Route 126) and residential properties located on Quincy Place and Prospect Street. The park includes a small 10-space parking lot, accessed via one-way circulation from and to Green Street. Green Street allows for on-street parking, which is useful especially when the parking lot fills up during peak times. Two accessible parking spaces are provided within the parking lot, and additional on-street spaces proximate to the baseball field have been painted as accessible spaces. A sidewalk along Green Street allows for easy pedestrian access to the park from the downtown area. Aside from the chain link fence along Green Street near the maintenance building and restrooms and the chain link surrounding the playground, there is little to no site security or access restrictions. Within the park, a worn footpath through the grass and planter bed, from the playground to the restrooms appears to receive heavy use. An accessible route is provided from Green Street adjacent to the pavilion building to the tennis courts.

Site Amenities and Recreational Uses: Goodwill Park is a mixed-use park consisting of areas for active and passive recreation. The playground area was renovated in 2012 and is actively used during the summer months and during winter when the area is free of snow cover. Additionally, four (4) tennis courts that were re-surfaced in 2014 and a basketball court are located beyond the playground and storage building, adjacent to the fields. At the baseball field, there are no spectator seats; however, there is seating provided for spectator viewing at the soccer field. A dedicated accessible route to the seating area is not provided from the on-site parking lot, but a pathway does connect to Green Street. A pavilion/picnic shelter is incorporated into the western end of the storage building with picnic tables within. The picnic areas located within the lawn are not directly accessible in accordance with Massachusetts Architectural Access Board (MAAB) and Americans with Disabilities Act (ADA) standards. A single bicycle rack is located proximate to the parking lot.



Site Amenities Inventory and Analysis Parking Lot: The existing pavement and striping are in good condition. The parking lot is striped and provides proper ADA accessible parking and access to the playground . The playground is new and heavily used.

Restroom:

The existing walkway to the restroom building is laid out poorly. It goes from the side of the tennis courts towards the front of the restroom, however most people are coming from the playground side to use the restroom facilities. Because of this, they cut across the grass and planter bed. As such, the grass in this area is compacted and sparse.

Picnic Shelter Facilities:

The shelter is not very visible from the main part of the park (playground area), and as such it gets a lot of vandalism. The shelter is very dark and secluded and is not positioned well to serve the playground area. Its location serves only the ball-fields and park events that take place on the field. The shelter is not ADA accessible.

Four (4) Standard Tennis Courts:

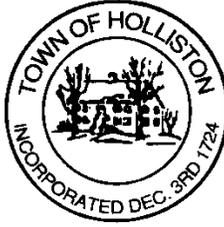
Courts are new and in very good condition. An ADA accessible route is provided to a spectator area; however, there is no ADA accessible route to the tennis courts. An accessible route/path should be provided to the courts.

One (1) Soccer Field (180' x 120'):

The turf is in relatively good condition. There is only one, noticeable sparse area, at the goalmouth on the north end of the field. • The soccer field is in conflict with the outfield of the baseball field, and therefore prohibits concurrent use. There is one set of bleachers for the soccer field, which is in good condition. There is no ADA accessible route to the field nor to the spectator area.

One (1) 60' Baseball Diamond:

The field is in good condition overall. There is an equipment storage shed near the backstop. There are no designated spectator seating areas for the baseball field. There is no ADA accessible route from the parking to the baseball diamond.



One (1) Full Basketball Court:

The court is new, and in good condition overall and is heavily used. The court is not ADA accessible. There are a couple picnic tables and benches located as spectator seating for the courts. The tables and benches are not ADA accessible.

3. SCOPE

The Town of Holliston is seeking sealed proposals for Design Engineering services related to the renovation of Goodwill park located at 30 Green Street in Holliston, MA. We seek to obtain presentation ready engineering design plans for the implementation of the Parks and Recreation Master Plan in order to improve the user experience and accessibility at Goodwill Park. The scope of the overall project design shall consist of but not be limited to:

- The design engineer will work closely with the Holliston Parks and Recreation Department to develop the program requirements of the project.
- The design engineer will provide a full site plan including a property survey and will determine occupancy limitations.
- The design engineer will develop preliminary floor plans for the following architectural elements at the park:
 - Replacement the existing pavilion and garage structure in order to improve the user experience for town events and recreational programming.
 - Based on potential occupancy the design engineer will help determine an appropriate plan for improved bathroom facilities including a design plan for the septic system solution that is agreed upon.
 - Permanent shaded structures and seating on the courts
 - Covered dugouts for the baseball field
- The design engineer will enlist civil engineering assistance (if necessary) to determine the feasibility of increasing court space by turning the existing basketball court into additional tennis/pickle ball space and creating new basketball courts on the southern end of the existing fields adjacent to the current basketball courts
- The design engineer will conduct a code review of 78- CMR Massachusetts State Building Code, 9th edition and 521 Massachusetts Architectural Access Board to determine egress and handicapped accessibility requirements for the existing building housing the current bathrooms and shelter adjacent to the pavilion and garage structure in order to repurpose that facility for programming and recreational use.

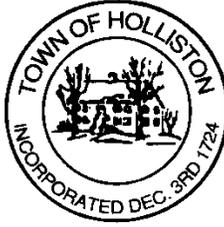


- The design engineer will provide improvements to the existing paths to improve accessibility to the courts and fields
- The design engineer will provide presentation-ready 3-D renderings of site plans
- The design engineer will periodically review and update design plans, 3-D renderings and presentation materials as the project develops
- The design engineer will attend meetings to review schematic designs for approval
- The design engineer will enlist the assistance of contracted site prep work in order to create a shovel-ready project in order to seek funding for the construction phase

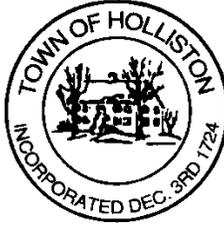
4. GENERAL CONDITIONS AND REQUIREMENTS

A. Instructions for Submissions:

- a. Copies of the Request for Qualifications (RFQ) may be obtained from the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746, during normal business hours Monday, Wednesday, Thursday 8:30 am to 4:30 pm; Tuesday 8:30 am to 7:00 pm; Friday 8:30 am to 12:00 pm. Information is also available on The Town of Holliston website under the Facilities tab <https://www.townofholliston.us/facilities>
- b. The deadline for the RFQ submission is Friday December 3rd, 2021 at 10:00 am. Proposals shall be submitted to the attention of the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 in a sealed envelope clearly marked “**HOLLISTON GOODWILL PARK DESIGN ENGINEERING**”. Faxed or emailed proposals will not be accepted.
- c. On Friday December 3rd, 2021 at 10:00 am, the RFQ documents will be opened at the Holliston Town Hall Select Board Conference Room 105 at 703 Washington Street, Holliston, MA 01746. The RFQ documents will be reviewed by the Town Administrator, Park’s Director and Facility Manager.
- d. Inquiries regarding this RFQ must be in writing and submitted to the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 no later than November 29, 2021 by 12 pm. The Town’s responses to inquiries will be provided to all parties who have requested copies of this RFQ from the Chief Procurement Officer.



- e. The RFQ may be corrected, modified, withdrawn or resubmitted prior to the deadline for the submission of the RFQ by submitting the required number of copies of such correction, modification, withdrawal or new submission, clearly marked on the outside envelope with the appropriate heading, by the deadline noted above.
 - f. All RFQ's must be unconditional; any RFQ that purports to impose conditions not included in this RFQ will be deemed nonresponsive. The awarding authority may waive or allow an RFQ submitter to correct minor informalities and omissions in the RFQ if it decides, in its sole discretion, that such informality or omission is not prejudicial to the interests of the Town or to fair competition. If a mistake and the intended RFQ are clearly evident on the face of the RFQ document, the awarding authority will correct the mistake to reflect the intended correct RFQ and so notify the submitter in writing, and the proposer may not withdraw their RFQ. A submitter may withdraw their RFQ if a mistake is clearly evident on the face of the quote document but the intended correct quote is not similarly evident.
 - g. The Town reserves the right to interview or seek additional information from any submitter after the RFQ submission, but before making submitter selection, to reject any quote if doing so is in the best interest of the Town, and to award to the next qualified submitter. If, at the time of the Submission Deadline, Town offices are closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the Submission Deadline will be postponed until 3 p.m. on the next regular Town business day. Proposals will be accepted until that new date and time.
- B. 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 \$50,000. 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 proposer.
- C. The Town of Holliston's standard agreement for architect/engineering services will be used as the contract document and is attached hereto.



5. SUBMISSION REQUIREMENTS

All submitters shall submit three (3) of its sealed proposal. Each proposal envelope must state; the RFQ name, the company name and the date of opening.

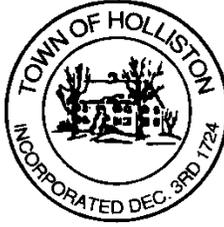
A. The proposals must include the following:

- i. Letter of Submittal. The letter must be signed by the owner of the company and addressed to the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746. The letter must outline the submitter's understanding of the objectives articulated in the RFQ.
- ii. Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction. As required.
- iii. Project Scope. Outline the steps and or proposed actions to be taken to develop the project plans outlined in Section 3, Scope. RFQ's will be prioritized based on the ingenuity of design elements for the Goodwill Park Renovation.
- iv. Forms: The Certification of Good Faith and Statement of Tax Compliance forms attached hereto must be completed and submitted with the proposal.

6. EVALUATION CRITERIA

A. Minimum Requirements: Proposals must meet the following minimum criteria to qualify for competitive consideration:

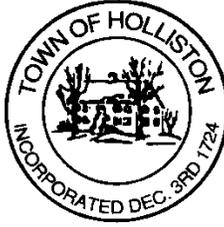
- i. Demonstrate complete conformance with all submission requirements as previously stated in the RFQ.
- ii. Documented experience with similar projects
- iii. The ability to complete the proposed Park improvements as outlined in Section 3 within 4 months from the start of the project.
- iv. Relevant Experience: Minimum experience of five (5) years in the design and engineering services with projects similar to those proposed at Goodwill Park in Holliston, MA 01746. In documenting this qualification, the Proposer should describe the professional background of the firm and the extent of previous experience of firm personnel or consultants to be assigned to the Project.
- v. Knowledge of Relevant Codes: Knowledge of, and experience in, legal and administrative requirements, procedures, and practices related to the design, funding and construction of public buildings, including the State Building Code, regulations of the Massachusetts Architectural Access Board, the State's Prevailing Wage Law, and the State's Public Building Construction Procurement Law.



- vi. Professional Registrations: Possession of all necessary current licenses and registrations, either within the firm or through independent consultants, to qualify under Massachusetts law to perform the services as the architect for the Project.
- vii. Insurance: Provide evidence of insurance for general liability (\$3 million combined single limit), automobile (\$1 million combined single limit), worker's compensation (statutory) and professional services liability (\$3 million minimum).
- viii. Eligibility: The Proposer must not be debarred under M.G.L. Designer Selection Law – M.G.L. c.7C, §§ 44 – 58

B. Competitive Evaluation Criteria: The Town, through its Park's Director, Facilities Manager, and Town Administrator will evaluate each proposal for conformance with the objectives, submission requirements and threshold criteria outlined in this Request For Qualifications. Preference categories have been established for the purpose of further distinguishing competitive proposals. In addition, the preference categories will be used to compare the relative advantages of each competing quote. The following preference categories must be addressed in the proposal:

- i. The Town of Holliston is a Municipal Vulnerability Preparedness (MVP) community and as such we are committed to preparing for climate change. We expect this project, to the best extent possible, to be in alignment with our climate change adaptation strategies.
 - 1. The proposed plans/experience demonstrate direct alignment with MVP strategies - **Highly Advantageous**
 - 2. The proposed plans/experience demonstrate some alignment with MVP strategies - **Advantageous**
 - 3. The proposed plans/experience demonstrate minimal alignment with MVP strategies - **Not Advantageous**
- ii. Experience with Park and Playground renovation projects similar in scope to this project.
 - 1. 15 or more years - **Highly Advantageous**
 - 2. 5 to 14 years - **Advantageous**
 - 3. Less than 5 years - **Not Advantageous**



- iii. Design innovation of similarly sized projects like Goodwill Park.
 1. Provide several examples or highlight relevant experiences that demonstrate unique and innovative project designs that incorporate the items outlined in Section 3, Scope - **Highly Advantageous**
 2. Provide some examples or highlight relevant experiences that demonstrate project designs that incorporate items outlined in Section 3, Scope - **Advantageous**
 3. Provide minimal examples or highlighted relevant experiences that demonstrate project designs that incorporate items outlined in Section 3, Scope - **Not Advantageous**

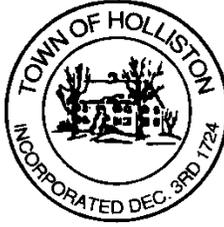
- iv. The ingenuity of design elements of new bathroom facilities.
 1. Provide several examples or highlight relevant experience that demonstrate a good understanding of bathroom designs elements in an existing building footprint that requires a septic system - **Highly Advantageous**
 2. Provide some examples or experience highlighting some design elements - **Advantageous**
 3. Provide some examples or experience highlighting minimal design elements - **Not Advantageous**

6. INTERVIEWS:

In addition to evaluating the Proposals, the Town may decide, in its sole discretion, to conduct interviews with the Proposers that submitted the three (3) highest ranked Proposals. If so, these three Proposers will be notified by the Town, either by mail, fax, or telephone, of the date, time and place for their interviews and any other pertinent information that may be required. If interviews are conducted, the Proposer should be prepared to present its Project Manager and key members of its Project Team, the Proposer's general history, the Proposer's specific experience with similar types of projects, the Proposer's approach to the Project and general timeline for completion of the Project.

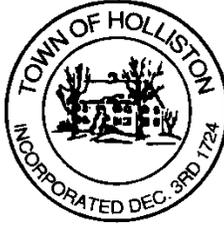
7. SELECTION PROCESS

- The Parks Director, Facilities Manager, and Town Administrator will review proposers' qualifications.
- The Parks Director, Facilities Manager, and Town Administrator will first open the Proposals and verify completeness with respect to the Proposal Submission Requirements. Any Proposals determined to be incomplete may not be reviewed further.



- The Parks Director, Facilities Manager, and Town Administrator will then evaluate and rank the Proposals based on the Minimum Criteria and the Evaluation Criteria.
- The Parks Director, Facilities Manager, and Town Administrator will narrow the proposals down to the three (3) top-ranked finalists, and may choose to interview the three finalists prior to selection of the successful Proposer for award of the contract.
- Before awarding the contract(s), the Town may request additional information from a finalist to ensure that the Proposer has the necessary resources to perform the required services. The Town reserves the right to reject any Proposal if the Town later determines that any criterion established in this RFQ has not been satisfied or was falsified.

**Standard Designer Application Form for Municipalities and Public Agencies not within
DSB Jurisdiction (Updated July 2016)**



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]

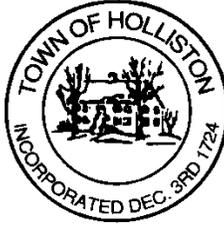
1. This is a Contract for the procurement of the following:

** Attach scope of services **

The "Services".

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

¹ Contract Form – Architect/Engineering 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 \$50,000 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 is completed.

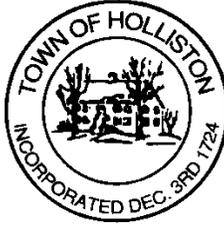
4. INTENTIONALLY OMITTED

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 ensure 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.

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 _____ TBD _____, 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:

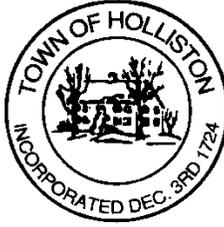
Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified 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 is 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 and Standard of Care:

- a. 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.
- b. The Contractor warrants that it shall perform its Services in accordance with the level of care and diligence normally practiced by architectural/engineering firms and/or designers, as applicable, in performing services of a similar nature at the time and place the Services are performed (“Standard of Care”).

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:

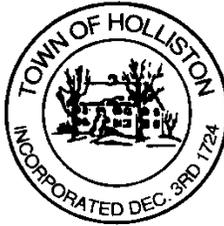
(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance 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 time for performance 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 but not limited to costs, attorney's fees or other damages resulting from said breach 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.

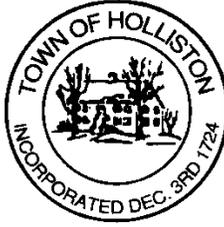
12. Statutory Compliance:

- 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.

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.

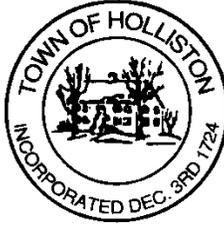
17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Selectboard 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:

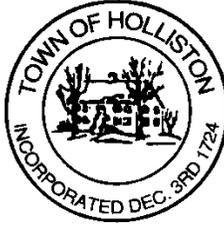
- 21.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Town, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses,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

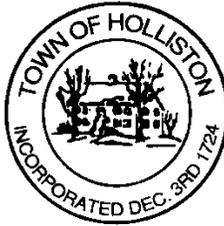
22.2 Professional Liability Insurance

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. 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.

- d. 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.

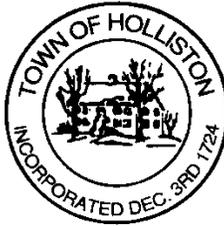
23. Documents, Materials, Etc.:

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 sixty (60) 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.

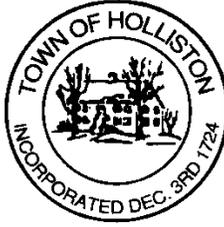
Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar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

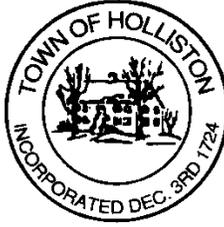
Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at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

The Contractor by:

Date

Date

Date

Print Name & Title

Date

Department Head Date

Print Name

Certified as to Form:

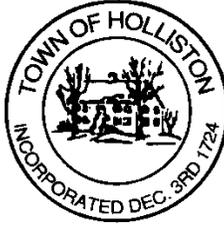
Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

Chief Procurement Officer:

Date



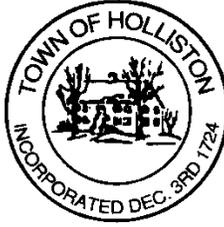
CERTIFICATION OF GOOD FAITH

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

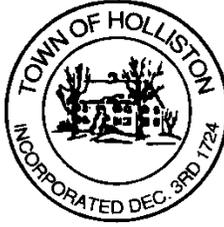
_____ has paid all

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.

Date

Signature



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.

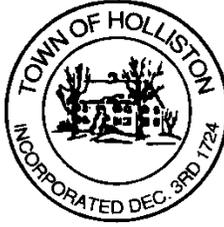
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the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