



TOWN OF HOLLISTON

**703 Washington Street
Holliston, MA 01746**

**508-958-4416
February 16, 2022**

REQUEST FOR PROPOSAL (RFP)

HOLLISTON WASTEWATER TREATMENT PLANT MODERNIZATION

AND

DOWNTOWN SEWER CONNECTIVITY ANALYSIS

The Town of Holliston is seeking sealed proposals for design engineering services to modernize its existing Wastewater Treatment Plant (WWTP) and evaluate connecting the downtown Holliston business district to the existing WWTP. Sealed proposals will be received by the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 until Friday March 18, 2022 at 10:00 am. This RFP 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 RFP may be obtained from the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 on or after February 16, 2022 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 selected proposer must be able to complete the tasks as more specifically outlined within the RFP within 6 months from the award of the contract. Pursuant to MGL, c. 7C, the Town, in its sole discretion, may continue with the selected proposer for formal (construction) Design Services after completion of the tasks outlined in this RFP including final design.



HOLLISTON WASTEWATER TREATMENT PLANT MODERNIZATION
AND
DOWNTOWN SEWER CONNECTIVITY FEASIBILITY

1. OVERVIEW

The Town of Holliston is seeking sealed proposals for design engineering services to modernize/upgrade its existing Wastewater Treatment Plant (WWTP) and evaluate connecting the downtown Holliston business district to the existing WWTP. The current WWTP is located at 100 Linden Street and is 25 years old. The plant is designed to accommodate up to 45,000 gpd. The current DEP Groundwater Discharge Permit allows for 32,080 gpd and the average daily flow through the plant is under 10,000 gpd.

2. SCOPE (WWTP)

The minimum expectation is that the services to outline the modernization of the existing WWTP would consist of:

- Conduct field work to gather information pertaining to the existing WWTP's existing floor plan and hydraulic profile. Information will be used to prepare a base floor plan for the upgrade of the facility.
- Provide a detailed review/evaluation of the two existing Soil Absorption Systems associated with the WWTP.
- Solicit proposals from equipment vendors to incorporate a possible denitrification filter treatment component into the treatment works, efficiency upgrades to aeration systems and Bio-Filter replacements/improvements.
- Provide a Professional Electrical Engineer to inventory the electrical systems relative to the existing equipment and for plans to accommodate the required additional treatment and filtration systems at the end of the process treatment train.
- Develop a conceptual layout of the upgrades to the facility.
- Designate the major components of the treatment facilities to be modified to accommodate possible process changes.
- Develop preliminary design criteria based upon MassDEP Permit requirements and vendor design parameters for the proposed equipment changes.
- Draft a Permit level Engineering Report and WWTP design plans for potential submission to the MassDEP for the upgrades to the facility.



- Provide the services of a Professional Electrical Engineer to design an electrical system to service the new equipment as required.
- Provide specifications for the process, electrical, control and remote dialing telemetry systems for the treatment process.
- Prepare an opinion of probable construction cost for the wastewater treatment system modernization/upgrade.

3. SCOPE (Downtown Sewer Connectivity Analysis)

The lack of sewer infrastructure in Downtown Holliston has impeded local business growth, particularly restaurants. There is an interest in developing a downtown sewer system that connects to the existing WWTP to take advantage of the excess treatment capacity. Civil Engineering services are needed to help the town plan for advancing the concept to implementation.

It is thought that two systems could convey wastewater from buildings within downtown to the existing WWTP:

- A gravity system could convey wastewater to the low point at the intersection of Central Street and Fruit Street where a pumping system could be constructed to pump wastewater to the existing WWTP.
- Individual low-pressure pumps could be installed at each building being serviced with a low-pressure wastewater system directing flow to the existing WWTP.

The Town seeks Engineering support and analysis to:

- Further define the service area, the type of structures, their uses and wastewater flows to be serviced by expansion of a sewer system (in either design). This includes identifying a path that connects the most existing commercial/industrial zoned properties in the area, understanding this may impact the most cost-effective way to convey wastewater to the existing WWTP.
- Conduct detailed topographic surveys to determine the best routing from downtown to the existing WWTP. This includes the possible connectivity of the Holliston High School located at 370 Hollis Street (Approx 1.5 miles from the WWTP)
- Confirm the capacity of the existing WWTP after modernization/upgrades
- Prepare rough engineering design plans and specifications for the proposed sewer system
- Draft a Permit level Engineering Report and complete system (Sewer and WWTP) design plans for potential submission to the MassDEP.



- Prepare opinions of probable construction costs for the sewer system based on various scenarios i.e - Connecting most existing commercial/industrial zones vs. most cost effective sewage conveyance, connectivity of the Holliston High School, Force mains vs. gravity, etc.

4. GENERAL CONDITIONS AND REQUIREMENTS

A. Instructions for Submissions:

- a. Copies of the Request for Qualifications (RFP) 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 RFP submission is Friday March 18, 2022 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 WWTP MODERNIZATION AND DOWNTOWN SEWER**”. Faxed or emailed proposals will not be accepted.
- c. On Friday March 18, 2022 at 10:05 am, the RFP documents will be opened at the Holliston Town Hall Select Board Conference Room 105 at 703 Washington Street, Holliston, MA 01746. The RFP documents will be reviewed by the DPW Director, Facility Manager and Engineering consultant.
- d. Inquiries regarding this RFP must be in writing and submitted to the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 no later than Friday March 11, 2022 by 12 pm. The Town’s responses to inquiries will be provided to all parties who have requested copies of this RFP from the Chief Procurement Officer.
- e. The RFP may be corrected, modified, withdrawn or resubmitted prior to the deadline for the submission of the RFP 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 proposals must be unconditional; any proposal that purports to impose conditions not included in this RFP will be deemed nonresponsive. The awarding authority may waive or allow a submitter to correct minor informalities and omissions in the proposal 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 proposal are clearly evident on the face of the proposal document, the awarding authority will correct the mistake to reflect the intended correct proposal and so notify the submitter in writing, and the proposer may not withdraw their proposal. A submitter may withdraw their proposal if a mistake is clearly evident on the face of the proposal document but the intended correct proposal is not similarly evident.
- g. The Town reserves the right to interview or seek additional information from any submitter after the RFP submission, but before making submitter selection, to reject any proposal 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. 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 **four** sealed proposals, three non-price and one price. **The non-priced and priced proposals must be submitted in separate sealed envelopes.** Each envelope must state; Priced or non-priced, the proposal name, the company name and the date of opening.

A. The non-priced 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 RFP.



- ii. Applicant's Identification. Identify the name of the applicant or applicants, street address, mailing address and telephone number. Specify the legal form of the group, firm or corporation. List all officers, partners or owners of the entity by name, title and percentage of ownership and their addresses and telephone numbers.
- iii. Project Scope. Outline the steps and or proposed actions to be taken to develop the project plans per the Scope in section 2 and 3. Proposals will be prioritized based on the Evaluation Criteria in Section 6.
- iv. RFP Forms: All forms attached hereto must be completed and submitted with the non-price proposal.

B. All price proposals will include the following:

- i. The cost for completing both the activities outlined in the Scope of Section 2 and Section 3.

6. EVALUATION CRITERIA

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

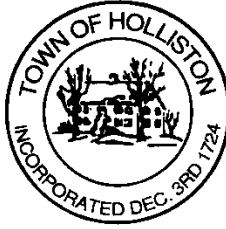
- i. Demonstrate complete conformance with all submission requirements as previously stated in the RFP.
- ii. Documented experience with similar projects
- iii. The ability to complete the deliverables outlined in Scope Sections 2 and 3 within 6 months from the start of the project.
- iv. Relevant Experience: Minimum experience of five (5) years in the design of WWTPs and the evaluation of sewer system connectivity. In documenting this qualification, the Proposer should describe the professional background of the firm and the extent of previous experience of the firm's personnel or consultants to be assigned to the Project.
 - i. 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.
 - ii. 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.



- iii. 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).

B. Competitive Evaluation Criteria: The Town through its DPW Director, Facility Manager and Engineering Consultant will evaluate each proposal for conformance with the objectives, submission requirements and threshold criteria outlined in this Request For Proposals. 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 proposal. 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 demonstrate direct alignment with MVP strategies - **Highly Advantageous**
 - 2. The proposed plans demonstrate some alignment with MVP strategies - **Advantageous**
 - 3. The proposed plans demonstrate minimal alignment with MVP strategies - **Not Advantageous**
- ii. Understanding the environmental impacts of sewer system operations and the opportunities to minimize such impacts in a system design. (i.e. energy usage, chemicals in the treatment process, pump stations, etc)
 - 1. Provide examples or highlight relevant experiences that demonstrates the minimization of environmental impacts of sewer system operations - **Highly Advantageous**
 - 2. Provide some examples or experience highlighting some environmental impact mitigation - **Advantageous**
 - 3. Provide some examples or experience highlighting minimal environmental impact mitigation - **Not Advantageous**

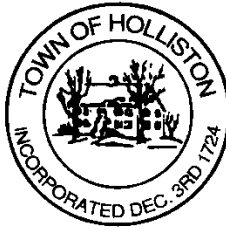


- iii. The ingenuity of design elements of a new sewer system especially as it relates to effluent conveyance in an environment similar to Holliston's.
 - 1. Provide examples or highlight relevant experience that demonstrates a strong understanding in dealing with complex sewer systems - **Highly Advantageous**
 - 2. Provide some examples or experience highlighting some understanding - **Advantageous**
 - 3. Provide some examples or experience highlighting minimal understanding - **Not Advantageous**

- iv. Experience with sewer projects similar in scope and complexity to this project. (i.e. existing WWTP with upgrades and sewer expansion.)
 - 1. 15 or more years - **Highly Advantageous**
 - 2. 5 to 14 years - **Advantageous**
 - 3. Less than 5 years - **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 DPW Director, Facilities Manager and Engineering Consultant will review proposers' qualifications.
- The DPW Director, Facilities Manager and Engineering Consultant will first open the non-price proposals and verify completeness with respect to the proposal submission requirements. Any proposals determined to be incomplete may not be reviewed further.
- The DPW Director, Facilities Manager and Engineering Consultant will then evaluate and rank the proposals based on the Minimum Criteria and the Evaluation Criteria.
- The DPW Director, Facilities Manager and Engineering Consultant 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. The priced proposals will be opened at this time.
- 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) - APPENDIX A**



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

Name

Federal Tax ID # or Social Security #



SAMPLE CONTRACT
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:

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 *\$TBD* 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 six (6) months from the date of this Contract, 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.

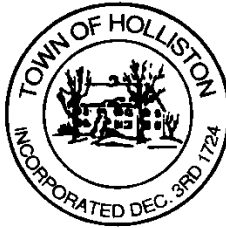
8. Permits and Approvals and Standard of Care:

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:

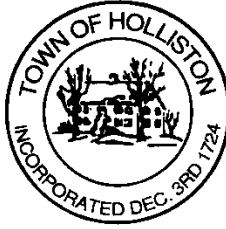
(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance 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.

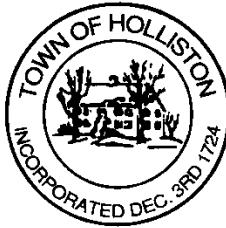
17. Condition of Enforceability Against the Town:

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.

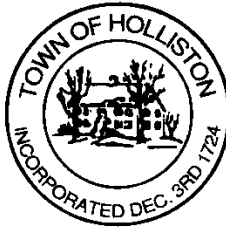
Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar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

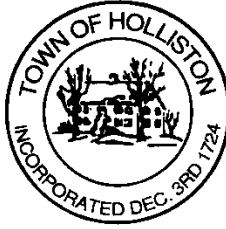
Town Counsel Date

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