REQUEST FOR QUOTES

BD-25-1668…11136

Window Replacement

Cowell Gymnasium 51 Maple Street, Shelburne

Advertisement for Construction Services (MGL c. 149)

The Town of Shelburne, who is the awarding authority, is seeking price quotes from no less than three qualified contractors per MGL Ch 149 §44A (2) (b).

The Town of Shelburne will accept Price Quotes for supply and installation of ENERGY STAR Certified Viny/Wood Double Pane, Low-E Insulated Windows at Cowell Gymnasium in the Town of Shelburne per the specifications with alternative options accepted. The Cowell Gymnasium is located at 51 Maple Street, in Shelburne, MA.

The RFQ must be downloaded from [Selectboard Files - Town of Shelburne, MA](https://townofshelburne.com/f/0/14/Selectboard-Files) in in order to be notified of any updates, addenda, or clarifications.

The quote, plainly marked "Windows - Shelburne Cowell Gymnasium” in the email submission Subject Line will be received by Terry Narkewicz at email address: townadministrator@townofshelburnema.gov

To submit an informed quote, Bidders are instructed to call John Walsh, Cowell Gymnasium Director at 413-775-3274 to schedule an appointment to inspect and assess the existing conditions. Site visits must be completed by Bidders on or before February 28, 2025.

Price quotes that are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the Town of Shelburne.

**(Timelines subject to change)**

Town of Shelburne

John Walsh Director, Cowell Gymnasium

Date: February 05, 2025

The Town of Shelburne does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities.

RFQ posted to TOWN OF SHELBURNE Webpage 02/13/2025.

Central Register Publication 02/13/2025.

Commbuys Publication 02/07/2025.

**CRITICAL DATES**

Deadline for Written Questions 3PM 02/21/2025.

Addenda sent to Bidders. 02/28/2025.

QUOTES DUE 3pm (Quotes submitted via Email) 03/06/2025.

**ESTIMATED DATES**

Quotes evaluated 03/12/2025.

Town Authorizes Contract 03/24/2025.

Work to be completed and invoiced no later than May 30,2025 from execution of contract unless product is backlogged.

**General Information and Bid Instructions**

General Conditions and Specifications

BID FORMS- Contractor generated (all to be submitted to TOWN OF SHELBURNE)

ATTACHMENT A - MA Prevailing Wage Certified Payroll Form and Wage Schedule

ATTACHMENT B- Window Schedule

 **GENERAL INFORMATION AND BID INSTRUCTIONS**

1. All Quotes must contain a completed and signed Price Quote Form, Non-Collusion Form, and OSHA Certification Form, as provided.

2. If there are questions about the Quote, they must be submitted by the Bidder IN WRITING by email on or before the end of day on February 28, 2025, at 3pm. An addendum will be issued, if one is necessary, to all who have downloaded the Request for Price Quote.

3. As the TOWN OF SHELBURNE is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes. A tax- exempt form or number will be provided by the Town to purchase the materials.

4. The winning Bidder will be held to the terms and the prices on the Price Quote Form for the duration of the contract period if a contract is signed by both parties within 30 days from the Price Quote opening. The TOWN OF SHELBURNE reserves the right to reject any and all quotes, in total or in part.

5. The TOWN OF SHELBURNE reserves the right to request a performance bond provided upon signing a contract with the Town.

6. The Vendor will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts. The Vendor shall be responsible for obtaining a Building Permit, if required; however, the fee is NOT waived by the Town.

7. The Vendor will be required to indemnify and hold harmless the Town of Shelburne for all damage to life and property that may occur due to the vendor’s negligence or that of their employees, subcontractors, etc., during the contract period.

8. If in the judgment of the Shelburne Select Board, any property is needlessly damaged by an act or omission of the vendor, the number of damages will be deducted from money due to the vendor or may be recovered from said vendor in legal action.

9. Any inferior or damaged product, as determined by the TOWN OF SHELBURNE, will be replaced at the total expense of the Vendor.

10. Any restrictions, qualifications, or deviations from specifications must appear either on the Price Quote Form or an Attachment thereto.

11. **RULE FOR AWARD: A purchase order/contract will be issued by the TOWN OF SHELBURNE to the lowest responsible bidder based upon quoted price, taking into consideration past performance and reliability of the bidder, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the Price Quote Form. The contract will include but not be limited to all general and specific conditions contained in the Invitation for Price Quote and the Quote submitted by the awarded bidder. Payment will be made by the Town within 60 days of satisfactory acceptance of the work.**

12. **INSURANCE REQUIREMENTS**

The Contractor shall at all times during the Contract maintain in full force and in effect Employer's Liability, Worker's Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

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

**COVERAGES LIMITS OF LIABILITY**

 Worker's Compensation Statutory \*\*

 Employer's Liability $500,000/$500,000/$500,000

 Automobile Liability: $1,000,000.00 combined single limit bodily injury and property damage for

 General Liability $1,000,000.00 each occurrence

$2,000,000.00 aggregate

Contact Person for Quote Information Town of Shelburne

John Walsh Director, Cowell Gymnasium 413-775-3274

The TOWN OF SHELBURNE, who is the awarding authority, is seeking price quotes from no less than three qualified contractors per MGL Ch 149 §44A (2) (b). Other submissions may be accepted at the Town’s discretion if they meet the qualifications, and three quotes are not received from qualified contractors.

**GENERAL CONDITIONS**

**DEFINITIONS**: Where “Cowell Gymnasium Director”, “Awarding Authority” or “Town” is used, it shall mean the Town of Shelburne or their designee.

**SUMMARY**: The work consists of supplying and installing ENERGY STAR Certified Double Pane Insulated Low-E Insulated Vinyl or aluminum clad Vinyl/Fiberglass Window Replacements or equivalent at the Cowell Gymnasium per the plans and specifications provided.

The Work of the contract shall consist of all construction materials, labor, equipment, and services required by the specifications and other documentation, or as reasonably inferable from any or all of the Construction Documents. The Work shall be for the whole of the project as described in the Construction Agreement.

The Work of the project shall comply in all respects with applicable federal, state, county and/or town regulations, laws, and codes. All required building and other permits shall be obtained before beginning construction.

All materials and workmanship shall be equal to the highest standard and shall be to the satisfaction of the Cowell Gymnasium Director. Substitution of items will not be permitted unless specifically approved by the Cowell Gymnasium Director in writing.

**EXAMINATION OF DOCUMENTS AND SITE**: Before submitting a bid, each bidder shall read the Specifications and all other Bidding Documents. Each bidder shall fully inform himself/herself prior to bidding as to existing conditions and limitations under which the Work is to be performed and shall include in their bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has done such an examination.

**HAZARDOUS MATERIALS/ STOP WORK**: All window frames and sills will be considered lead-based paint and will be considered hazardous-containing materials. If other hazardous conditions are encountered during the course of this work, the Contractor shall cease work and immediately notify the Cowell Gymnasium Director. Town-approved Work Stoppages will not apply to the liquidated damages deadline.

**PROJECT MEETINGS**: Unless otherwise directed by the Town, weekly project meetings will be held in person or by phone to review project progress. Present at these meetings shall be a representative authorized to make commitments for action on behalf of the Cowell Gymnasium Director, and the Contractor. The Cowell Gymnasium Director shall write minutes of all meetings and distribute them within 72 hours of the meeting to all parties present and to those on the distribution list given out at the orientation meeting. The Contractor shall revise the schedule weekly and shall bring the revised schedule with a detailed week look ahead to each project meeting.

**CONSTRUCTION TIME**: The Agreement includes a stipulation that the Work be entirely completed by May 30,2025.

**BUILDING PERMIT**: It is the responsibility of the Contractor to apply for and secure a building permit for the Work. The Contractor is responsible for contacting the Town of Shelburne’s Building Inspector for timely and required inspections of the Work. The permit fee for this work **shall Not be waived** by the Town.

**ACCESS TO BUILDING**: Contractor shall be allowed access to the building and there will be no requirement for a Town representative to be on site. The Contractor shall assure that the building is secured and will use utmost care in always protecting Town-owned property.

**ELECTRICAL SERVICE INTERRUPTION**: Contractor may interrupt electrical service with planned notice to given to the Town representative.

**MODIFICATIONS:** All requests to modify the project scope, specifications or drawings shall be submitted in writing by the Contractor and must be approved by the Cowell Gymnasium Director in writing.

**GENERAL SPECIFICATIONS**

**C0NTRACT DOCUMENTS AND RELATED REQUIREMENTS**:

The following specifications are considered minimum requirements for proper completion of the Work as described by the Documents. Provide all necessary permits, labor, materials, equipment, debris and demolition removal, safety procedures and supervision and all Project and Contract Closeout requirements and procedures.

General provisions of the contract, including any supplementary conditions and other included specifications, shall apply to the work of this project. The Documents show the work to be completed under the contract and related requirements and conditions impacting the project. Related requirements and conditions include applicable codes and regulations, notices and permits, existing building conditions and restrictions on use of the building/site, requirements for Cowell Gymnasium for occupancy during the work, coordination with other work and the phasing of the work. In the event the Contractor discovers a conflict in the contract documents and/or requirements or codes, the conflict must be brought to the immediate attention of the Cowell Gymnasium Director for resolution. Whenever there is a conflict or overlap in the requirements, the most stringent shall apply. Any actions taken by the Contractor without obtaining guidance from the Cowell Gymnasium Director shall become the sole risk and responsibility of the Contractor. All cost incurred due to such action are also the responsibility of the Contractor.

**CONTRACTOR(S):**

The Contractor shall be solely responsible for the Work described in the contract agreement. S/he shall have complete control over construction methods, techniques and procedures and shall supervise such work with her/his best skill and attention. The Contractor shall pay for all labor, equipment, materials and services required to complete the Work as described in the Contract Agreement as well as building permits and other governmental fees, licenses and inspections necessary for the proper completion of the Work.

The Contractor warrants that all materials and equipment required to complete the Work on the project will be of excellent quality and new.

The Contractor shall take care in working near existing areas to protect them from damage. The Contractor shall be responsible for any damage to existing areas and will repair such damage, at their expense, to the Cowell Gymnasium Director’s satisfaction.

The Contractor shall keep the project site and surrounding area free from waste materials and rubbish which results from his work on the project. Providing a dumpster in the Cowell Gymnasium parking lot area, removal, hauling and disposal of rubbish and waste materials shall be the responsibility of the Contractor. Costs for dumpster and hauling shall be included in the lump sum fee.

The Contractor shall be held responsible for all damage resulting from his, or his subcontractors, errors, omissions or negligence in the performance of the Work of the Construction Agreement.

The Contractor shall hold harmless the Town and Cowell Gymnasium Director from and against all claims, damages, losses, expenses, legal fees, or other costs resulting from the Contractor's performance of the Work of the Construction Agreement.

**SUBCONTRACTORS:**

The Contractor shall select the subcontractors, except that he shall not use subcontractors to whom the Cowell Gymnasium Director has a reasonable objection. The Contractor shall not be required to use a subcontractor to whom he has a reasonable objection.

**OSHA:**

The work area shall be made OSHA safe by this Contractor. All workers must be OSHA trained and carry their OSHA cards.

**JURISDICTION:**

This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**CONTRACTOR USE OF PREMISES**:

The Contractor and Contractor's personnel, subcontractors and others providing portions of the Work of the project shall cooperate fully with the Cowell Gymnasium Director regarding the use of the building to facilitate the Work.

**PROJECT CHANGES**:

Changes, modifications, additions, and/or deletions to the Work under this agreement will only be made by written order signed by the Cowell Gymnasium Director and the Contractor. Any such changes will not invalidate this Agreement. The time for project completion and the project cost will be adjusted accordingly.

**PERSONNEL PROTECTION**:

The Contractor is responsible for all safety and protection of all persons at the site of the Work including following all current Massachusetts COVID Workplace protection protocols.

**PROJECT WORK SPECIFICATIONS**

Energy Star Certified Double Pane Low-E Insulated Window Replacements or equivalent.

**GENERAL**

**1.01 Work Included**

A. Work under this section consists of the furnishing of all labor, materials, and equipment necessary for or incidental to the complete and proper installation of all windows as specified herein, and in accordance with the contract documents.

B. Material and installation shall conform to applicable building code requirements of all authorities having jurisdiction.

**1.02 Product Requirements**

A. ENERGY STAR Certified or Equivalent

**1.03 Delivery, Storage and Handling**

A. Materials shall be protected from the weather and other damage.

C. Damaged materials found unsuitable for use will be rejected and shall be removed from the site.

**1.04 Project, Site Conditions**

A. Windows shall not be installed under conditions not approved by the manufacturer

**1.05 Cleaning**

A. After completion of window replacement work in an area, equipment shall be removed, and all surfaces shall be cleaned of all deposits of construction-related materials.

**Window Energy Efficiency Specifications**:

 – Franklin County, Massachusetts is located in the Northern Climate Zone. **(Subject to commercial window availability)**

Northern Climate Zone Window Criteria

WINDOWS

Climate Zone U-Factor1 SHGC2

Northern ≤ 0.22 ≥ 0.17 Prescriptive

 0.23 ≥ 0.35 Equivalent Energy Performance

 0.24

 0.25 ≥ 0.40

 0.26

1 Btu/h·ft2·°F

2 Solar Heat Gain Coefficient

WINDOWS (Most Efficient Criteria\*)

Climate Zone U-Factor1 SHGC2

Northern ≤ 0.20 ≥ 0.20

**Price Quote Form**

Supply and Install Window Replacements Shelburne Cowell Gymnasium RFQ 545332

Pricing is according to the specifications provided within this Request for Price Quotes. All activities not expressly mentioned in these specifications, but involved in conducting their intent are required, and the contractor shall perform the same as though they were specifically mentioned, described, and delineated.

Total Lump Sum Price Quote For Basement Windows As Specified\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sub Price for Wood Frame aluminum clad Replacements on 1st floor and Attic \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fee per window for sill and frame repairs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lead Paint Mitigation Per Window if Needed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project will be Completed and Invoiced by May 30, 2025, subject to product availability.

Bidder certifies that all materials meet or exceed all the requirements of the price quote specifications, that they are properly licensed and have been in business for at least one year, and a representative of their company has visited the site and made appropriate measurements and assessments of the existing conditions.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please initial if you have received any Addenda:

#1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ #2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ #3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NON-COLLUSION STATEMENT

Any person or corporation that fails to date, sign their original signature, and submits the following statements shall not be awarded this contract.

Certificate of Non-Collusion

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

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized Official’s Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Typed or Printed Name of Person Signing

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Company or Corporation

**OSHA CERTIFICATION**

I hereby certify that all of our employees who will be employed at the work site have successfully passed the OSHA approved 10-hour safety course, and we have proof on file. I also certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized Official’s Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Typed or Printed Name of Person Signing

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Company or Corporation

REFERENCES

 Please list AT LEAST THREE references, preferably for projects of comparable size and scope and for a public entity. Please make sure contact information is CURRENT. Inability to check references may affect the eligibility of your bid. You may use your own form if it includes at least all of this information.

1\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contact Person Phone Number

2\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contact Person Phone Number

3\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contact Person Phone Number

4\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contact Person Phone Number

5\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contact Person Phone Number

 **CHECK LIST FOR REQUIRED SUBMITTALS**

\_\_Completed and Signed Price Quote Form

\_\_Signed Non-Collusion Statement

\_\_Signed OSHA Statement

\_\_References

**YOU MUST SCAN AND SEND YOUR PRICE QUOTE VIA EMAIL TO:**

**townadmin@townofshelburnema.gov**

**Do not forget to include an authorized signature where indicated**.

**Sample Contract**

A contract in accord with the terms and conditions which follow will be required of the winning bidder. Any questions or requests for change must be received by the TOWN OF SHELBURNE (townadmin@townofshelburnema.gov) before the deadline for written questions for consideration.

TERMS AND CONDITIONS OF THE TOWN OF SHELBURNE ’S STANDARD CONTRACT FOR SERVICES

ENGAGEMENT OF THE CONTRACTOR

• (hereinafter termed “Contractor”)- Contractor agrees to perform the work described in the Purchase Order or Contract and attachments (PO). In performing the services under this Agreement, the Contractor shall be deemed to be independent and not an employee of the Town. The Town may terminate, in writing, this Agreement for non-performance of services required including the progress of work for services. Town may terminate the contract for convenience with written notice. Upon receipt of written notification from the Town to the Contractor that the Agreement or any portion thereof is to be terminated, Contractor shall immediately cease operations on the work, and assemble all material that has been prepared, developed, furnished or obtained under the Agreement that may be in the possession or custody of the Contractor and shall transmit same to the Town on or before the 10th day following receipt of the written notice of termination together with evaluation of the cost of work performed. The contractor shall be entitled to complete payment for satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the Town. If there is a disagreement between Contractor and the Town, the terms of this Agreement shall control.

SERVICES AND RESPONSIBILITIES OF THE CONTRACTOR –

• Contractor shall serve as the professional representative of the Town during the project and will consult with and advise the Town during performance of services. Contractor shall receive prior approval from the Town for any expenditure not specifically provided for in this Agreement, which is thought to be billable. Contractor is advised that work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of the Town and any work performed outside the Services listed on the PO without the prior written agreement of the Town, shall not be considered as work under this Agreement and payment for such work may not be allowed. The contractor shall complete all work specified on the PO or any attachment thereto. Records of the Contractor pertinent to this Agreement shall be retained for a period of not less than seven (7) years (MGL c. 4 § 7).

**SCHEDULE**

Services as required under this Agreement shall be completed by the Contractor according to the dates on the PO/Contract.

**RESPONSIBILITIES OF THE TOWN**-

The Town shall make available to the Contractor available information pertinent to the project including background information on file at the Town Office.

**PAYMENTS TO THE CONTRACTOR**

For all services to be performed under this Agreement, Contractor shall be compensated in accordance with invoices submitted by the Contractor to the TOWN. The contractor shall invoice AT THE COMPLETION OF THE PROJECT, IN LUMP SUM. The invoice should document dates of services, and a description of services rendered. Contractors will provide their own supplies and materials. Materials purchased at a direct cost outside this agreement will become property of the Town and must have prior approval. Town is not subject to sales tax. A Federal W-9 Form must be submitted with the signed contract. The Town fiscal year ends June 30. Invoices for work at the end of the fiscal year must be received within ten calendar days (July 10), even if PO remains “open.”

**SEVERABILITY & APPLICABLE LAW**

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statues or regulations. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Agreement shall be commenced only therein.

**INSURANCE NREQUIREMENTS**

Contractor shall maintain in full force and effect the minimum levels of insurance by insurers acceptable to the Town indicated in the Request for Quotes and before commencement of work. The contractor agrees to provide certificates of insurance to the Town that such insurance has been procured and is in force. Town shall be named additional insured under the liability insurance. General liability insurance policy should contain broad for general liability endorsement.

**AMENDMENTS/MODIFICATIONS**-

No amendment or modification to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, complies with the provisions of this Agreement, and all other regulations and requirements of law.

**INDEMNITY**

a. To the fullest extent permitted by law, Contractor shall defend, indemnify, and save harmless the Town and its respective duly elected or appointed officials, agents and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any sub-Contractor of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or sub-Contractor. Such obligations shall not negate, abridge, or reduce in any way any additional indemnification rights of the Town that otherwise may exist under statute or in law or equity.

b. The Contractor shall defend, indemnify, and hold harmless the Town from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

c. The indemnification obligations of the Contractor and sub-Contractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or sub-Contractor under any federal or state law.

d. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Town all reasonable attorney fees, costs and other litigation expenses incurred by the Town in enforcing its rights because of said breach in addition to any damages for said breach.

**ASSIGNABILITY**

The Contractor shall not assign any interest to this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town. No subcontract may be awarded by the Contractor, the purpose of which is to provide in whole or in part the services required herein, without said written consent of the Town. Nothing herein shall be construed to prevent an assignor’s due performance of its entire obligation.

**CONFLICT OF INTEREST**

The Town and the Contractor shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of MGL, Chapter 268A, the so-called Conflict of Interest Law.

**NONDISCRIMINATION**

Contractors shall not discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law.

**WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all people employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor are required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years from the date of completion of the project.

Each such contractor or subcontractor shall furnish to the awarding authority directly within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form.

STATEMENT OF COMPLIANCE

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of signatory party) (Title) do hereby state:

That I pay or supervise the payment of the people employed by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Contractor, subcontractor or public body) (Building or project) and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_