

**Town of Wareham
Administration**



Request for Qualifications (RFQ)

for

Designer Services for the Lillian Gregerman Bandshell

September 1, 2021

Proposals Due:

October 6, 2021 @ 2:00 p.m.

*Late proposals will be rejected

There is a required on-site pre-bid conference
Wednesday, September 22 at 10:00 a.m.

Town of Wareham
54 Marion Road
Wareham, MA 02571



TOWN OF WAREHAM
ADMINISTRATION
REQUEST FOR QUALIFICATIONS

SEALED PROPOSALS for the Design of the Lillian Gregerman, 1 Union Avenue, Onset, MA, shall be received at the offices of the Town Administrator, Memorial Town Hall, 54 Marion Road, Wareham, MA 02571, until 2:00 PM, on Wednesday, October 6, 2021 and at that time and place be publicly opened and read. Phone calls, telegrams, postmarks, etc. shall not be considered. Proposals not submitted on original forms shall be deemed non-responsive. **Proposals must be made in a sealed envelope clearly marked “Design Services for the Lillian Gregerman Bandshell, October 6, 2021@ 2:00 p.m.”** The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same to proposer without notice.

There is a required pre-bid conference on-site on Wednesday, September 22th at 10:00 a.m.

Request for Qualification documents will be available at 1:00 p.m. on Thursday, September 2, 2021 and may be obtained on the Town of Wareham’s website at www.wareham.ma.us/bids-rfps, contacting the Office of the Town Administrator, 54 Marion Road, Wareham, MA 02571, 508-291-3100 x3110, or by email pneal@wareham.ma.us.

The Town of Wareham reserves the right to waive any informalities, to accept or reject, in whole or in part any and all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Wareham/ is an affirmative action, equal opportunity owner/purchaser.

Published: Central Register,
Wareham Week,

INSTRUCTIONS TO PROPOSERS

REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of the proposal

PROPOSAL COMPONENTS

The following items must be submitted in order for the proposal to be considered:

TECHNICAL PROPOSAL

Each proposal must include a Non-Price/Technical, which shall be separately sealed and labeled as “Non-Price/Technical Proposal, Request for Qualifications for Lillian Gregerman Bandshell”, October 6, 2021, the name of the Proposer and contain the following:

LETTER OF TRANSMITTAL

A letter signed by an officer of the firm, binding the firm to all comments made in the proposal is required. Include a primary contact person for the proposal.

COMPANY DESCRIPTION AND QUALIFICATIONS

Please provide the following information for all members/firms of the project team:

- A brief description of the proposers’ company and primary location
- Submit the firm(s), name(s), Locations(s) and contact information for all firms involved in the project.
- Identification of all team members and brief description of primary role and responsibilities on project team.
- Resumes and qualifications statement attesting all participants including specialized consultants for structural engineering.
- At least three (3) professional references where work of a similar scope and scale has been completed (municipal references preferred).
- Listing of any actions taken by any regulatory agency or litigation involving the firm or its employees or agents with respect to any work performed.

NON-COLLUSION FORM

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See Appendix A: “Non-Collusion Form” attached.

TAX COMPLIANCE FORM

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See Appendix B: “Tax Compliance Form” attached.

CERTIFICATE OF CORPORATE BIDDER

If the proposal is being submitted by a corporation, the proposer must include a certification that the individual submitting the proposal has been authorized to bind the corporation. See Appendix C: “Certificate of Corporate Authority” attached.

HOLD HARMLESS AND INDEMNITY

Every proposal must include a written certification that the Town will be held harmless and be defended by the proposer. See Appendix D: “Standard Hold Harmless and Indemnity Clause for use in Leases, Use Agreements, Procurement Contracts, Etc.” attached.

PLAN OF SERVICES

The Technical Proposal must also include a plan of services.

PROPOSAL DELIVERY

Proposals must be made in a sealed envelope clearly marked “Design Services for the Lillian Gregerman Bandshell, October 6, 2021 @ 2:00 p.m.”

DUE DATE AND TIME

Proposals shall be received by the Administration Office on or before 2:00 p.m. on Wednesday, October 6, 2021.

Any proposal received after that time shall be rejected as non-responsive.

ADDRESS

Sealed Proposal shall be delivered to:

Town of Wareham
Administration Office
54 Marion Road
Wareham, MA 02571

HOURS OF OPERATON

Proposals must be delivered during the normal hours of operation of the Town of Wareham:

Monday through Thursday 8:00 a.m. – 6:00 p.m.

COPIES

Proposers must submit one (1) original, three (7) copies and one (1) and one digital copy on a flash drive.

LABELING

The outside of the envelope containing the sealed proposal must be labeled with “Request for Qualifications for Lillian Gregerman Bandshell”, October 6, 2021, and the name of the Proposer.

SIGNATURES

A proposal must be signed as follows: 1. if the proposer is an individual, by her/him personally; 2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3. If the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

QUESTIONS

Questions concerning this Request for Qualifications must be submitted in writing to: Patty Neal at pneal@wareham.ma.us by 12:00 p.m., Thursday, September 23, 2021. Written responses will be emailed to all plan holders on record as having picked up the Request for Qualifications and on the Town’s website with the RFP at www.wareham.ma.us/bids-rfps.

CHANGES

If any changes are made to this Request for Qualifications, addenda will be issued. Addenda will be posted on the Town’s website, Commbuys and emailed to all plan holders on records as having picked up the Request for Qualifications.

MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposal by written notice received by the Town of Wareham prior to the time and date set for receipt of proposals.

Modifications must be submitted in a sealed envelope clearly labeled “Modification No. ___” to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the Request for Qualifications.

After the bid opening a bidder may not change any provision of the bid in a manner prejudicial to the interests of the town or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

UNFORSEEN OFFICE CLOSURES

If, at the time of the scheduled proposal due date, 54 Marion Road, Wareham, MA 02571, is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuations, the due date will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time.

PROJECT DESCRIPTION, SCOPE OF WORK AND SUBMITTALS

INTRODUCTION

The Town of Wareham, through its Administration Office, is seeking proposals for designer services for the restoration of the Lillian Gregerman Bandshell, 1 Union Ave, Onset, MA 02558. The goal of this project is to upgrade the historic bandstand.

The designer will provide an existing conditions assessment, upgrades plan alternatives, bid documentation for the chosen alternative, construction documentation, and bidding assistance/construction oversight. We expect that construction will include masonry, structural, electrical, landscape work, and associated work. This project should address all parts of the Lillian Gregerman Bandshell and surrounding grounds. It should include all reimbursable work needed such as surveys, testing, etc.

The design fee is estimated at, but shall not exceed thirty-five thousand dollars (\$35,000).

SITE DESCRIPTION

The project site is located at 1 Union Ave in Onset, MA. Over the years the Bandshell has been reconstructed but always in the same location with the most recent remodel being done in 1997.

The seating area in front of the Bandshell consist of wooden benches with family names across the back.

There is one handicapped ramp running from the back of the seating area down to the Bandshell.

BANDSHELL CONDITIONS

There has not been a full study on the bandstand since it was built that the Town has on record. The existing structure is about 700 sq. ft., has and small storage area at stage level with electrical systems and a small amount of storage inside. The existing structure is wood on a concrete base. The roof is flat and supported by two columns in front the storage area to the rear. The Assessors field card, Appendix E, survey, Appendix F, and photos are attached, Appendix G.

SCOPE OF SERVICES

The Scope of Services shall include but is not limited to:

Phase 1: Study – Development of Plan to Restore and Upgrade Bandshell

The architect and engineer should develop an improvement plan for the Lillian Gregerman Bandshell, addressing all issues:

- Electrical, including lighting and sound system
- Structural
- Masonry
- Storage
- Restoration
- Surrounding Grounds – ADA accessible hardscape and landscape
- Seating including ADA accessible
- Location and direction of the Bandshell
- Plan to address vandalism
- Maintenance
- Code Issues
- Security and control of systems
- Available funding sources, including grants
- Other as determined by consultant

The firm should plan for at least one in person meeting with the Town as well as weekly conference calls and at least one public meeting to present finding and plans. The firm should consider the historic and current public use of the Bandshell grounds in its recommendations, as well as upgrades that enhance the programmatic capabilities. This plan should include timeline and cost estimates. O & M costs should be estimated. At least three options should be provided from minimum upgrades needed to full restoration of the enhancement, and add alternatives shall be identified. A cost estimate and schedule shall be provided.

The firm should also establish a public outreach and feedback system including social media, public surveys and at least one public meeting during phase 1 to solicit input and public experience.

The Designer will work under the direction of the Director of Municipal Maintenance, unless directed otherwise. Input on the plans will need to be coordinated with several department and commissions, including but not limited to: Planning and Community Development, Municipal Maintenance, Inspectional Services and Town Administration Working Group.

Phase 2: Construction Documents and Bid Specifications

Development of final design and specifications (construction documents) for bidding, including a meeting to go over draft design. This should include final cost, schedule, and phasing.

- Draft construction documents and bid specifications (2 sets of plans and specifications, one electronic)

- Revisions to construction documents and bid specifications
- Town will review and provide comments these draft designs. The Town will approve the designs.
- Designer will provide 3 hardcopies “wet” stamped sets of the final construction documents
- Designer shall provide ten bound hardcopy sets of the final construction documents to the Administration Office and an electronic copy of the package
- Unless otherwise noted, all permits and approvals will be the responsibility of the designer.
- Designer will invoice the Town no later than 30 business days after received of the final approved construction documents and bid specification package.
- Designer shall ensure that any applicable incentives are applied for

Phase 3: Bid Review Assistance

- Designer will attend any pre-bid conference/site visit that is required
- Designer will respond to questions from bidders as needed
- Designer will assist in evaluation of the lowest qualified bidder
- Designer will invoice the Town no later than 30 business days after the contractor has been selected

Phase 4: Construction Oversight

- Designer will conduct site visits in the fields as required and at a minimum of the following: at the start of construction, 2 site visits during construction, 2 site visits to review any outstanding punch list items and certify the project has been completed as specified in the bid and construction documentation during final inspection.
- Designer to contact project manager by email to advise the time and day when on the site no later than 24 hours in advance on specific and impending matters. The appointed Town Director will serve as the liaison among Town Departments.
- The Designer will review and submit to Municipal Maintenance relevant change order submittals.
- The Designer will review and approve equipment/product submittals for conformance with the design.
- Designer will certify that the project has been completed as specified in the bid documents during a site visit for final inspection and submit a comparative budget to show the initial estimated cost per work category, actual bid, any change orders, and final project cost.
- Designer shall work with the Contractor to assemble all O&M documents and turn over documents. Two hard copies and one electronic copy shall be provided. Information about the restoration equipment shall be provided in a format that can be transferred to an asset management system.
- Designer shall participate in training.
- Designer shall invoice the Town within seven days after the receipt of the certification of final inspection by the Town Director.

PROJECT FEE

The Town has established a not-to-exceed fee of thirty-five thousand dollars (\$35,000) for the scope of services described herein.

ANTICIPATED PROJECT SCHEDULE

Deadline	Duration	Estimated Date
RFQ Issued		September 2, 2021
Project Briefing	2.5 weeks	September 22, 2021
RFQ Due Date	3 weeks	October 6, 2021
Anticipated Contract Award	2 weeks	October 20, 2021
Phase 1 (Existing Conditions)	2 weeks for draft, 1 week after comment for final	
Phase 2 (Study/SD)	4 weeks for draft, 2 weeks after comment or final	
Phase 3 (Design/CD)	3 weeks for draft, 3 weeks after comment for final	
Project Bid		
Construction Start		
Construction Complete	5 months	

APPENDIX A

CERTIFICATE OF NON-COLLUSION

(To be submitted with proposal)

The undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other persons. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Authorized Signature

Date

Social Security Number or Federal ID Number

Legal Name of Business Entity (Please Print or Type)

Address:

Corporate Seal (if applicable)

APPENDIX B

CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR

(To be submitted with proposal)

Pursuant to G.L. c. 62C, §49A, I hereby certify that _____, has
complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Signed under the penalties of perjury.

Authorized Signature

Name and Title (Print or Type)

Date

Corporate Seal Here (if applicable)

APPENDIX C

CERTIFICATE OF VOTE

(Corporations Only)

(To be submitted with proposal)

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

it was voted, that

_____ _____
(Name) (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I hereby certify that I am the clerk of the above named corporation and that _____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

Clerk

Date

Corporate Seal Here (if applicable)

APPENDIX D

STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE FOR USE IN LEASES, USE AGREEMENTS, PROCUREMENT CONTRACTS, ETC.

(To be submitted with proposal)

_____, its officers and members all through the signing of
signing of this document by an authorized party or agent, indemnify, hold harmless and defend the
Town of Wareham and its agents and employees from all suits and actions, including attorneys'
fees and all costs of litigations and judgment of every name and description brought against the
Town as a result of loss, damage or injury to person or property by reason of any act by
_____, its agents, servants or employees.

Authorized Signature

Name and Title (Print or Type)

Date

Corporate Seal Here (if applicable)

APPENDIX G













EVALUATION AND SELECTION CRITERIA

MINIMUM REQUIREMENTS

All participants must meet the following requirements:

	Yes	No
Architect(s) completed similar work in the State of Massachusetts within the last two (2) – calendar years		
Architect(s) and any participating engineers must be licensed and registered in Massachusetts		
Must and have at least five (5) years of experience providing relevant services.		
Proposer must submit a complete application in accordance with RFP <i>Section 3.1 Requirements and Submissions.</i>		

EVALUATION CRITERIA

Quality and Depth of Project Experience

<i>Highly Advantageous</i>	Proposer and/or team member project work samples are of outstanding quality in content, technical presentation and are relevant
<i>Advantageous</i>	Proposer and/or team member project work samples are of good quality in content, technical presentation and relevant
<i>Not Advantageous</i>	Proposer and/or team member project work samples are not relevant and are of poor quality in content, technical presentation

Desirability of approach to the project, demonstrated understanding of scope of work, and proposer’s ability to undertake and complete this project in a timely manner and on budget.

<i>Highly Advantageous</i>	The Proposal demonstrates an excellent approach to the subject material, an understanding of the scope of work, ability to communicate effectively and timely fashion with the Town and a timeline and budget required for each project phase.
<i>Advantageous</i>	The proposal demonstrates a good approach to the subject material, an understanding of the scope of work, ability to communicate effectively and in a timely fashion with the Town and presents a timeline and budget required for each phase of the project.

<i>Not Advantageous</i>	The Proposal does not demonstrate a desirable approach to the project and does not demonstrate a clear understanding of the scope of work.
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Overall Quality of Client References

<i>Highly Advantageous</i>	All references contacted spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation. All references confirmed that the consultant had met schedule expectations, communicated effectively with municipality and delivered an “on-time” and on budget project
<i>Advantageous</i>	The great majority of references spoke favorably of the work performed by the proposer and would use them again for the similar project without hesitation. The great majority of references confirmed that the consultant had met schedule expectations, communicated effectively with municipality and delivered an “on-time” and on budget project.
<i>Not Advantageous</i>	One reference indicated that there had been significant difficulties with the proposer’s ability to deliver the contracted services and deliverable, and complete the project on budget and in a timely manner.

RULE FOR AWARD

Any contract that may result from this procurement shall be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration all evaluation criteria described herein

INTERVIEWS

The Town Administrator will conduct interviews as part of the selection process in accordance with Evaluation and Selection Criteria: Minimum Requirements and Evaluation Criteria.

SELECTION PROCESS

Proposals will be evaluated upon the basis of criteria for selection set forth and will then be ranked in order of qualification. The first, second, and third ranked proposals will be further reviewed and evaluated, including reference checks and possible interviews by the committee.

The Town reserves the right to request further information from the three (3) highest ranked applicants.

The Town reserves the right to reject any and all responses as if the Town determines within its own discretion that is in the Town's best interests to do so. This RFQ does not commit the Town to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.

POST INTERVIEW EVALUATION GUIDELINES

- Qualifications and Experience
- Technical Qualifications
- Response to the Scope of Work
- Consulting Team project experience, project approach and reference Evaluation Criteria.
- Allocation of Resources and Schedule

TERMS AND CONDITIONS

TERM OF CONTRACT

Any contract resulting from this procurement shall commence upon issuance of the 'Notice to Proceed' and terminate upon completion of the work.

ASSIGNMENT AND SUBCONTRACTING

The selected vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the town. The successful bidder shall be fully responsible to the Town for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

PAYMENT

The Town shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the Contract name. Nothing contained in the contract shall create any contractual relation between any subcontractor and the town. The Successful Proposer shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the application provisions of the Contract for the improvements embraced in the site preparation.

The architect or firm will submit invoices within seven (7) business days of completed project phases via electronic submission to the Administration Office, 54 Marion Road, Wareham, MA 02571.

INSURANCE REQUIREMENTS

General – The Vendor shall, before commencing performance of the Contract, be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Town of Wareham, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance – The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage

Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance – The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts proscribed under Massachusetts State Law and meet all other Town and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Wareham at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the Town of Wareham and shall constitute a material part of the contract documents.

Failure to provide written proof to the Town and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

INDEMNIFICATION

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the Town against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the Town may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agent, servants, or employees.

FEDERAL AND STATE LAW

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

OWNERSHIP OF INFORMATION/RIGHT TO USE

All files, records, and documents prepared by Designer pursuant to this Contract, and all text, electronic, and graphic files shall be property owned by the Town and the Town shall own any copyrights thereon. The Town may use all such files, records, and documents in any manner that it chooses to. The Designer shall incorporate by reference this provision into all contracts with its consultants and sub-consultants with respect to the services provided under this Contract including, but not limited to, architects, engineers, estimators, surveyors, designers, and photographers. The designer and its consultants and sub-consultants shall not be responsible for changes made in the documents or other items without the designer's authorization, nor the Town's use of the documents on projects other than the Project.

DISCLOSURES

The applicant must disclose any legal action brought by or against them at any time as a result of their work in this area.

SAMPLE CONTRACT

See 'Sample Contract' attached.

TOWN OF WAREHAM

Designer Services Lilian Gregerman Bandshell

1. THIS AGREEMENT made and concluded this ____ day of _____, 2021, by and between the Town of Wareham, 54 Marion Road, Wareham, MA 02571 a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Town Administrator, Derek Sullivan, hereinafter referred to as the “Town” and _____ hereinafter referred to as the “Vendor”.
2. WITNESSETH, that the said Vendor has agreed and by these presents does agree, for the consideration hereinafter contained to provide _____ pursuant to the Vendor’s proposal/bid dated _____, and attached hereto.
3. In case of any alteration of this contract, so much thereof as is not necessarily affect by the change, shall remain in force upon all parties hereto; and no payment for _____ under such alteration shall be made until the completion of the whole contract, and the adjustment and payment of the bill when rendered for same shall release and discharge the said Town firm any and all claims or liability on account of _____ furnished under this contract, or any alteration thereof.
4. **Performance period:**
5. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Town Administrator of said Town.
6. And the said Vendor further agrees to indemnify and save harmless the said Town of Wareham, its officers and agents from all claims and actions of every name and description brought against the Town, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Town Administrator, may be retained by the Town until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction of said Town Administrator, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the Town Clerk of said Town.
7. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with its bid/proposal dated _____, now on file in the Town Administrator’s office, which bid/proposal is hereby made a part of this contract by reference.

8. IN CONSIDERATION WHEREOF, the Town agrees to pay the Vendor _____ (\$ _____), said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice. **THE ABOVE CONTRACT MUST BE REFERENCE ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**

9. **Insurance Coverage:**

General – The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the town of Wareham, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of the Contract.

Vendor’s Comprehensive General Public Liability and Property Damage Liability Insurance

The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor’s Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance – The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman’s Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other Town and State Laws and Regulations.

No cancellations(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the

other party and to the Town of Wareham at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent to registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the Town of Wareham and shall constitute a material part of the contract documents.

Failure to provide written proof to the Town and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and constitute sufficient grounds for immediate termination of the same.

10. This Agreement may be terminated upon thirty (30) days prior written notice for failure of Vendor to provide adequate service as determined by the Town Administrator.
11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.
12. IN WITNESS WHEREOF the said; (_____); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company.
An instrument of like tenor to be executed by the Town in its name and behalf by it Town Administrator.

All duly authorized as aforesaid, and it corporate seal to be hereto affixed.

By:

Authorized Signature

Authorized Officer (print name)

Title

TOWN OF WAREHAM
By:

Derek Sullivan, Town Administrator

Judy Lauzon, Town Accountant

Rich Bowen, Town Counsel
Approved as to form