

# TOWN OF WAREHAM REQUEST FOR QUALIFICATIONS

for Parker Mill Dam Consulting Services

In Wareham MA

ISSUED BY	Derek Sullivan, Town Administrator
CONTACT	Kenneth Buckland, Director of Planning kbuckland@wareham.ma.us
QUESTIONS DUE	July 29, 2021
PROPOSALS DUE	August 19, 2021
PRESENTATIONS	August 24, 2021
AWARD / CONTRACT	September, 2021



## CONTENTS

1.0	DAM PROJECT SERVICES NEEDED .....	3
2.0	OVERVIEW.....	4
3.0	MINIMUM QUALIFICATIONS.....	4
4.0	SUBMITTALS.....	5
	Format:.....	5
	Narrative: .....	5
5.0	PROCESS AND SELECTION .....	6
	Proposal Due Date: .....	6
	Submitted to: .....	6
	Questions Due Date: .....	6
	Response to Questions: .....	6
	RFP Addenda:.....	6
	Site Visit: .....	<b>Error! Bookmark not defined.</b>
	Information: .....	6
	Chapter 30B: .....	7
	Selection Process: .....	7
6.0	SELECTION CRITERIA .....	7
	Criteria: .....	7
7.0	GENERAL TERMS AND CONDITIONS .....	8
	Miscellaneous Provisions:.....	8
	Execution of Agreement: .....	9
	Certificate of Insurance:.....	9
	Affirmative Action:.....	9
	Indemnification:.....	9
	Equal Opportunity Compliance:.....	9
8.0	SITE INFORMATION.....	10
9.0	FORMS.....	11
10.0	DRAFT AGREEMENT .....	16
11.0	Appendix: Condition Report and Plan.....	19

## 1.0 DAM PROJECT SERVICES NEEDED

Parker Mills Dam is in an historic district that identifies the whole history of Wareham, from its agricultural beginnings related to cranberries, to its industrial age when the factories needed hydropower and water access, to the modern era where a mix of residential, retail, institutional, and light manufacturing uses co-exist. Elm Street provides access across the dam, but is currently closed because of the condition of the bridge over the dam's spillway. It is currently a walkway and fishing spot for recreationers. Parker Mills Pond flows into the Wankinco River, an estuary flowing out to Buzzards Bay that at its confluence with the Wareham River, forms the coastline of Wareham's downtown village. As a monolithic structure of its day, the dam now poses a serious risk to the downtown businesses and the district's residents as it ages. Yet the upstream and downstream areas are an idyllic sequence of varying water bodies, wetlands and cranberry bogs that are enjoyed by many. It is a high quality example of the combination of urban and natural elements that characterize a typical coastal New England community.

The goal of this project is to develop a fundable concept for the Parker Mills Dam to improve fish passage, habitat, and flow in this area, to significantly increase the safety of the downstream properties from catastrophic failure, and to preserve the historic properties at the Tremont Nail Factory and associated historic district. The concept is intended to:

- restore habitat, natural river processes, fish passage, and water quality in the riverine system;
- improve the climate change resiliency of the watershed;
- complement future property improvements envisioned for the Tremont Nail Factory;
- provide feasible improvements to the visual and historic character, recreation, nature viewing, and boating along the river for visitors;
- avoid impacts to existing public and private physical infrastructure; and
- maintain existing levels of flood control and protection for public and private property.

This effort will hopefully be used to answer the following questions:

What is the geographic extent of change (hydrologic, hydraulic, other) that might result from removal or partial removal of the Dam?

What is the current relationship of the Dam to the overall function of the flood control system it is a part of and how would alteration of the dam impact the system's performance?

What are the current impacts that the dam has on the hydraulics of the River and flooding patterns in the vicinity?

What are the benefits to hydrology and hydraulics from removing the dam?

What is the character of the sediment impounded behind the dam, how does that compare to upstream and downstream sediment, and what are the options for managing that sediment in a dam removal?

What will be the impact to public and private infrastructure, such as existing drainage structures and their alignment with the present river shoreline, and what are feasible treatments to address those impacts?

What are the ramifications for restoring sediment transport through a potential dam removal?

What will be the changes to the shoreline upstream and downstream of the dam, particularly with respect to historic property improvements that have been made, and what are feasible treatments to address those changes?

What will be the impacts to channel depth, navigation, and recreational access points upstream and downstream of the dam?

What will be the visual impact to the upstream corridor from the river and abutting public properties?

What will be the impacts to structural integrity of the historic buildings along the waterway?

What are the alternatives?

An Advisory Group will be organized to hear reports on the progress of the project.

## 2.0 OVERVIEW

This is an opportunity to provide the required services to the town, acting through the Wareham Town Administrator as authorized by the Board of Selectmen.

The Town of Wareham is seeking qualifications statements from qualified engineering and related services firms to determine the alternatives and impacts associated with removal of the dam or some portion of the dam.

Selected firms are invited to provide their qualifications and indicating their approach to applying a range of engineering and technical services to the project. Proposals are due by **4:00PM July 28, 2021** to:

**Derek Sullivan, Town Administrator**  
**Town Hall**  
**54 Marion Rd**  
**Wareham, MA 02571**

Package should be labeled as “**Parker Mills Dam Consulting Services**” and include two [2] signed paper copies and one digital copy on a thumb drive.

The Town reserves the right to waive informalities, to cancel this solicitation or to reject any and all proposals, if so deemed as to be the best interest of the Town. The Wareham Town Administrator will be the awarding and contracting authority on the Town’s behalf. The Town does not discriminate on the basis of race, color, national origin, sex, religion and disability in employment or provision of services.

The Town reserves the right to modify any requirements of this RFQ if it is in the public interest.

## 3.0 MINIMUM QUALIFICATIONS

Invited firms must show experience and a portfolio that includes dam removal and modification projects; preferably in Massachusetts.

The qualifications statement should include descriptions of the firm or team, the resumes of the personnel available to work on the project and the firm’s experience in such areas as wetland and water resources, dam safety, hydrology and hydraulics, sediment transfer, earthen structures and related fields. Given the nature of the project, qualifications will be evaluated on experience and knowledge of a broad range of design and technical services with preference given to the similarity of the firm’s other past projects to the Parker Mills Dam project.

Evaluations will be made on quality of experience and successful completion and not just quantity.

## 4.0 SUBMITTALS

The following submission requirements represent the minimum information required to consider a proposal “responsive.” Applicants may reorganize the information listed below and may provide additional information where said information is relevant to the selection criteria provided in Section 6.0. The burden is on the Proposer to provide information in a manner that allows to the Town to clearly determine whether the application is complete, and the Town reserves the right to reject any proposal it deems unresponsive.

A complete submission package shall consist of the following.

### Format:

- A. One original and one hard copy of the Qualifications Statement must be submitted together with a thumb drive with an e-file [pdf] of the package.
- B. Statements must be submitted in a sealed envelope clearly marked “Parker Mill Dam Consulting Services.” The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same to proposer without notice.
- C. Where the word "signed" appears, it refers to the handwritten signature of the individual authorized to execute the contract and where applicable the corporate seal must be affixed. Proposals "signed" by any way other than described here will be considered non-responsive.
- D. Signed (and sealed when applicable) certification that the proposer has paid all State taxes due (use form attached).
- E. Signed (and sealed when applicable) certification that the Proposer has not colluded with any other party in the preparation and submission of Proposer’s bid.
- F. Signed and sealed certification of vote (for use by Corporations). (Proposers may submit their own certificate of corporate vote.)
- G. The proposal to the Town of Wareham shall remain valid for 90 days past the submission deadline, unless extended by mutual agreement. Proposals will be opened on the date, and at the time and place indicated. The name of each proposer shall be recorded. Proposals become public information when they are opened.

### Narrative:

- A. COVER LETTER: A cover letter that includes the following:
  1. A list of personnel, name and title, who will be assigned to represent it in its dealings with the Town.
  2. The letter must be signed by the organization’s duly authorized representative.
  3. Contact information: The name and contacts for that person (phone number, email and address).
- B. Proposer’s project approach and level of effort.
- C. Narrative description of proposer’s organization and experience in completing similar projects.
- D. QUALIFICATIONS: List of qualifications of key personnel and team firms.
- E. REFERENCES: Provide at least three (3) references.



- F. PROPOSED APPROACH: Provide a summary description of the proposed approach to providing alternatives and the information that may be used to evaluate alternatives. If the level of effort exceeds \$175,000, the approach should indicate the costs to complete the project.
- G. EXPERIENCE: Proposer should demonstrate in the proposal the history of their experience including the experience of the principal(s) of the organization. If possible, identify the experience your organization has with dam safety at historic sites proposed for mixed use.

## 5.0 PROCESS AND SELECTION

### Proposal Due Date:

**4:00PM August 19, 2021**

### Submitted to:

**Derek Sullivan, Town Administrator  
Town Hall  
54 Marion Rd  
Wareham, MA 02571**

### Questions Due Date:

**July 29, 2021**

Questions submitted in writing to the address above or via e-mail to:

Kenneth Buckland, Director of Planning and Community Development at the above address or at 508.291.3100 x6500 or kbuckland@wareham.ma.us

### Response to Questions:

The Town will issue a formal response to all questions that were submitted in writing by June 30, 2021 and will make these responses publicly available at <https://www.wareham.ma.us/bids-rfps>

### RFP Addenda:

The Town may issue addenda to this RFQ as necessary in response to any new information, responses to questions, changes in conditions of the RFQ, or other important information. Addenda will be made publicly available and will be posted on the town website at <https://www.wareham.ma.us/bids-rfps> The Town accepts no liability for and will provide no accommodations to Proposers who fail to check for amendments and/or modifications to this RFQ and subsequently submit inadequate or incorrect responses.

### Information:

The Town will post information, including any RFQ Addenda, to the following site:

<https://www.wareham.ma.us/bids-rfps>

### Chapter 30B:

All procurement activities conducted by the Town are in conformance with the rules and regulations of Massachusetts General Laws, Chapter 30B. Accordingly, all materials provided as part of any RFQ response are available for public review.

### Selection Process:

The Town Administrator and/or his designee[s] will evaluate proposals, with the assistance of such additional consultants or Town officials or employees as he shall deem warranted. The process shall rate all responsive proposals, evaluating the advantages and disadvantages of each. The Town Administrator as Chief Procurement Officer shall select the successful proposer, taking into consideration which proposal is in the best interest of the Town. The Town Administrator reserves the right to negotiate with the successful proposer as to the final terms and conditions of the agreement. Designation of a firm or team of firms shall be subject to the approval of the Wareham Town Administrator and the Wareham Board of Selectmen.

Respondents will be interviewed by the Town Administrator and his Evaluation Committee prior to execution of an agreement.

## 6.0 SELECTION CRITERIA

The Town Administrator and his Evaluation Committee will use the comparative criteria for each separate rating, and based upon those criteria, will assign an overall rating to each proposal.

The Town of Wareham reserves the right to award leases to the Proposers for the proposals deemed to be the most advantageous to the Town, taking into account proposal quality, references and presentation.

### Criteria:

#### **1. Understanding of Dam Safety, Hydrology, and Impacts from Alterations**

Considerations:

1. Does the team reflect a good understanding of the project requirements, opportunities, scope, complexity and challenges?
2. Are the technical services provided reasonable to the scope and are the assumptions in line with project needs?
3. What are the advantages and disadvantages of the proposed team offered?
4. Do the similar projects cited demonstrate skill and success at seeing a project of Parker Mills Dam scale and complexity through to completion?
5. Has the firm been successful at planning and executing on a project of similar scope?
6. Are the roles the firm is assigning for management of this work appropriate to the requirements?
7. Do the key personnel proposed for those roles have the experience and expertise to be successful?
8. Does the proposed commitment for key personnel seem adequate?

- **Highly Advantageous** – The proposal reflects a clear understanding of the aspirations of the Town relative to the site and watershed. All of the questions listed could be satisfactorily addressed.
- **Advantageous** – The proposal reflects an understanding and commitment to the needs. A number but not all of the questions listed could be satisfactorily addressed.
- **Not Acceptable** – The proposal runs contrary to the aspirations of the Town for the site.

## 2. Project Experience and Qualifications

- **Highly Advantageous** – The qualifications of the development team demonstrate the highest level of project expertise. The team shows **more than 3 (three)** projects completed in the last **five (5)** years that show similar elements and scale.
- **Advantageous** – The qualifications of the Project Team demonstrate a reasonable level of expertise. The team shows at least **two (2) projects** completed in the last **ten (10)** years that show some similarities.
- **Not Acceptable** – The qualifications of the development team do not demonstrate a reasonable level of project expertise. The team shows fewer than **two (2)** projects completed across its entire history that show some similar elements and scale.

## 3. Capacity of the Team

- **Highly Advantageous** – The proposed team, has over **ten (10) years** of experience in all Project positions. Project approach narrative and reference checks clearly demonstrate the entirety of the team will provide a high level of time commitment and expertise to the project.
- **Advantageous** – The proposed team, brings over **five (5) years** of experience in all Project positions. Project approach narrative and reference checks clearly demonstrate the entirety of the team will provide satisfactory time commitment and expertise to the project.
- **Not Acceptable** – Project approach narrative suggests the applicant does not understand the expertise or time commitment required. One or more references are poor.

## 4. Interview

Considerations: Does the Project Team appear to be able to present complex technical information to the general public?

- **Highly Advantageous** – The Project Team shows an ability to present that would be highly advantageous to advancing the project.
- **Advantageous** – The Project Team shows an ability to present that would be advantageous to advancing the project.
- **Not Acceptable** – The Project Team is confusing, vague, or inaccurate.

## 7.0 GENERAL TERMS AND CONDITIONS

### Miscellaneous Provisions:

- A proposal must remain valid until the award of a contract or rejection of the proposal for the services sought herein.



## RFQ for Dam Consulting Services

- The Town of Wareham may modify or cancel this RFQ, in whole or in part, at any time whenever such an act is deemed in its best interest.
- The Town of Wareham will not be responsible for any costs incurred by a proposer in preparing and submitting a proposal in response to this RFQ.
- Wareham's Town Administrator is the Awarding and Contracting Authority. The Administrator expects to award a contract within sixty (60) days of the qualifications due date. Activities will commence upon selection of a Consultant and issuance of a Notice to Proceed.

### Execution of Agreement:

The successful proposer will be expected to execute an Agreement as set out in the RFQ within sixty (60) days of receiving the award.

If the Selected Proposer fails to deliver within the time specified except as may be extended by the agreement of both parties or occasioned by matters beyond the control of the Selected Proposer, or fails to make replacement of rejected articles when so requested, or fails to complete work within the agreed on times or as reasonably requested by the town of Wareham, the Town may elect to cancel the agreement.

THE TOWN RESERVES THE RIGHT TO TERMINATE ANY AGREEMENT PROCURED HEREUNDER UPON 60 DAYS WRITTEN NOTICE TO PROPOSER.

### Certificate of Insurance:

The Town will require a Certificate of Insurance indicating General Liability Coverage, and Workers Compensation Statutory Coverage. The successful lessee will be required to indemnify and hold harmless the Town for and against any claims, actions, demands, damages, costs or expenses arising out of or related to activity on the premises. The successful proposer will be required to name the Town on the General Liability Certificate "As an Additional Insured".

### Affirmative Action:

It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

### Indemnification:

The vendor agrees to indemnify the Town of Wareham, its successors, agents, servants, employees, or assigns against any and all claims for loss, liability, or damage arising out of or in connection with the work done or to be performed and in connection with or arising out of the acts or negligent omission of the Proposer's employees, whether negligent or intentional, foreseeable or unforeseeable, within or without the scope of his employment, while said employees are upon, entering, or leaving the premises upon which this agreement is being performed.

### Equal Opportunity Compliance:

The Vendor shall carry out the obligation of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State and local ordinances, statutes, rules, and regulation 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 M.G.L. c.151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Vendor 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.

## 8.0 SITE INFORMATION

**Parker Mills Pond** is located along the Wankinco River, an estuary at its confluence with the Wareham River that forms the coastline of Wareham's downtown village, flowing out to Buzzards Bay. The outlet of the Parker Mills Pond is controlled by the Parker Mills Dam; State ID NO. 7-12-310-2 and National ID NO. MA00150; classified as a **High Hazard dam in Poor condition**.

The upstream watershed is 17.9 Square miles extending 8.75 miles north into the Myles Standish State forest. It is mostly agricultural and a little housing as low density residential development. Much of the watershed land is owned by cranberry growers. The perimeter of the reservoir is mostly swamp areas and cranberry bogs. Commercial kayak rentals and tours offered by a business on A.D. Makepeace property upstream indicate the relatively undeveloped nature of the river banks. Within Wareham, the river is crossed by two major highways, Route 28 and the six-lane Route 25 which is the extension of I-495 to Cape Cod. Downstream is the urbanized area of downtown Wareham Village and the surrounding, denser residential neighborhoods that would be subject to impact from a dam failure.

The dam itself forms the northern wall of the foundation of the main building at the town-owned historic Tremont Nail Factory; a 7.2 acre complex of wooden factory buildings initially built in the mid-19<sup>th</sup> century and now a National Historic District. Private historic buildings are also found near the dam. Across the river below the dam is a pre-school child care center and relatively high-value residences. A short reach of the river matching the Nail Factory shoreline is channelized with granite block walls. Remnants of another historic and lesser dam may still be found off the southern end of the shoreline of the factory at the end of the channelized section. The river is paralleled by the MBTA railroad tracks and Main Street linking the Village to the Tremont Nail site.

The road crossing over the dam, Elm Street, is currently closed to traffic due to the condition of the dam and bridge. Picnic benches are placed in the road. The road and the dam abutments are popular places for recreational fishermen to test their skills. The Tremont Nail Company Store building is privately owned and sits on the west side of the pond. The stability of the store's parking area, which fronts on the pond, is in question.

The area immediately surrounding the dam is a mix of commercial retail, food service, museum, residences, art studio, and the mostly vacant Nail Factory site. It is connected to Main Street and Route 28, with easy access to the interstate highways 195 and 495, and the broader region of Southeast Massachusetts. There is a sewer force main and water utilities serving the area

The site is picturesque, and essentially a typical New England setting.

The Parker Mills Pond Dam is a 415-foot long earthen structure. There are no records of its construction but it is assumed that the dam was built in the mid 1800's at the time of the mill construction. The fish ladder was built in 1952 and reconstructed in 1975. The dam has an embankment height of 19.5 feet and a maximum storage capacity of 990 acre-feet and so is classified as an *Intermediate* size structure. With the failure of the dam likely to

## RFQ for Dam Consulting Services

cause loss of life and serious damage to property and utilities, the dam is rated as a *Class 1 (High) hazard potential structure*.

The goals are to restore the estuary and river to a 'natural' state, reduce the risk and liability of the structure on the effected neighborhoods and property owners, support the reuse efforts at the Tremont Nail Factory as part of downtown revitalization program, and public enjoyment of this National Historic District. With a redevelopment and reuse plan for the Nail Factory adopted by the Town [[https://www.wareham.ma.us/sites/warehamma/files/uploads/tnf-vision\\_plan.pdf](https://www.wareham.ma.us/sites/warehamma/files/uploads/tnf-vision_plan.pdf) ], resolution of the dam and its condition would facilitate the anticipated mixed use options for the site, with cultural and recreational activities. Significant remedial activities are being completed this summer at a cost of \$1.4 million, and other investments totaling about \$600,000 of public and private money have improved several buildings on the property. A significant investment of private funds is expected in the next phase.

Engineers' evaluations of the dam have been prepared by Pare Corporation over the last eight years [one attached]. These evaluations have consistently confirmed the Poor condition and potential risk of failure of this High Hazard dam.

Pollution in the river is mostly associated with highway and road runoff. Agricultural impacts have been significantly reduced over the past decades as cranberry farming has increased efficiencies in farming and production. The current water quality has allowed spring fish runs.

## 9.0 FORMS

Please fill out and submit the attached forms.

**DESCRIPTION OF APPLICANT BUSINESS/ORGANIZATION**

Check appropriate box(es):

The named organizational entity submitting this proposal is:

- Corporation     Partnership     Proprietorship  
 Minority Owned     Woman Owned

SIGNATURES:

This page must be signed by a(n) individual(s) with authority to commit the proposing entity to a binding agreement. Corporations must attach required certification:

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME OF AUTHORIZED OFFICIAL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_

DUNS #: \_\_\_\_\_

*If a corporation, a notarized attestation of the signature(s) is required, or in the case of corporate seal affixed, that the signature is the signature of an officer authorized to bind the corporation to a contractual agreement.*

**STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

\_\_\_\_\_ By: \_\_\_\_\_

\* Signature of individual or

Corporate Officer

Corporate Name (Mandatory)

(Mandatory, if applicable)

\_\_\_\_\_

Federal Identification Tax ID

\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\* This request is made under the authority of Mass. G.L. 62C s. 49.A.

**HOLD HARMLESS AND INDEMNITY CLAUSE**

\_\_\_\_\_, its officers and members all,  
Legal Name of Proposer's Business Entity

through the 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.

Legal Name of Proposer's Business Entity

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Name and Title (Print or Type)

\_\_\_\_\_ Date

Corporate Seal



**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted 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.

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME (print) \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

Corporate Seal

## 10.0 DRAFT AGREEMENT

### **CONTRACT BETWEEN THE TOWN OF WAREHAM**

**AND**

**XXXX**

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 2018, between the Town of Wareham, acting by and through its duly authorized Town Administrator (hereinafter, the "Town"), with a principal place of business at 54 Marion Road, Wareham, MA 02571 and XXX, with a principal place of business at XXX. The Town and XXX contract for services under the terms and conditions set forth herein.

#### **I. SERVICES**

XXX will provide the Scope of Services in Attachment A. Generally the scope of work is to consider existing conditions, impacts and alternatives with the intent of applying for the required permits to proceed with removal or partial removal of the dam.

#### **II. COMPENSATION**

Payment for Services shall be made on a percent complete Task basis. Total compensation to be paid to XXX pursuant to this contract shall not exceed \$175,000. XXX shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to XXX.

#### **III. TIME FOR PERFORMANCE**

All services pursuant to this contract shall be performed by XXXX no later than January 31, 2023.

#### **IV. 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.

## **V. ASSIGNMENT**

XXX shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon XXXX' assigns, transferees and/or successors in interest.

## **VI. PREVAILING STATUTORY AUTHORITY**

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

## **VII. INSURANCE**

XXXX shall maintain the following insurance coverage:

- a. General Comprehensive Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate;
- b. Automobile Liability in the amount of \$200,000 for personal injury and property damage;
- c. Professional Errors and Omissions Liability in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; and
- d. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Law Chapter 152.

## **VIII. INDEMNIFICATION**

XXXX hereby indemnifies and agrees to hold harmless the Town against any liability including all claims that may arise out of the XXXX professional performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

## **IX. TERMINATION**

This contract may be terminated by either party upon receipt of ten (10) days advance written notice by certified mail to the signatories of the Town Department and XXXX noted below. In case of such written notice of termination, all services under this contract shall cease

RFQ for Dam Consulting Services

with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. FXM Associates shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

For XXXX

For the Town

\_\_\_\_\_

\_\_\_\_\_

Name

Derek Sullivan, Town Administrator

Title:

Date:

Date:

Recommended By:

\_\_\_\_\_

Kenneth Buckland, Director of Planning

Approved as to Form:

Approved as to Available Funds:

\_\_\_\_\_

\_\_\_\_\_

Richard Bowen

Judith Lauzon

Town Counsel

Town Accountant

Account to be Charged: \_\_\_\_\_

Attachment A: Scope of Services

11.0 Appendix: Condition Report and Plan