

**CONTRACT BETWEEN THE TOWN OF WAREHAM**  
**AND**  
**R.W. BRYANT CONTRACTING, INC.**

This Agreement is made on this 24<sup>th</sup> day of July, 2023, between the Town of Wareham, acting by and through its duly authorized Board of Selectmen (hereinafter, the "Town"), with a principal place of business at 54 Marion Road, Wareham, Ma. 02571 and R.W. Bryant Contracting, Inc. with a principal place of business at 31 Kathleen Drive, Plymouth, MA 02360. The Town and R.W. Bryant Contracting, Inc. contract for services under the terms and conditions set forth herein.

**I. SERVICES**

R.W. Bryant Contracting, Inc. will provide the following goods or services:

In conformance with their attached winning bid documents with Addendum 1 pricing in place as received after the bid was awarded.

**II. COMPENSATION**

Upon completion of the services described in Paragraph I above, R.W. Bryant Contracting, Inc 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 R.W. Bryant Contracting, Inc. Total compensation to be paid to R.W. Bryant Contracting, Inc pursuant to this contract shall not exceed \$211,000.00.

**III. TIME FOR PERFORMANCE**

All services pursuant to this contract shall be performed by R.W. Bryant Contracting, Inc no later than September 30, 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**

R.W. Bryant Contracting, Inc. 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 R.W. Bryant Contracting, Inc. 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 (applicable to service contracts; limits may vary depending upon complexity and nature of services)**

R.W. Bryant Contracting, Inc 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 \$500,000 for each occurrence and \$1,000,000 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**


R.W. Bryant Contracting, Inc. hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of the R.W. Bryant Contracting, Inc. performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

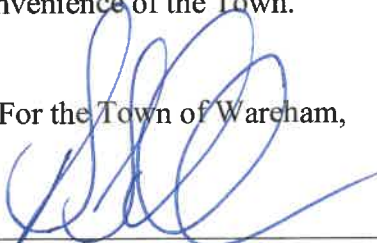
**IX. TERMINATION**

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 R.W. Bryant Contracting, Inc. noted below. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. R.W. Bryant Contracting, Inc. 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 R.W. Bryant Contracting, Inc

For the Town of Wareham,

  
 Name Benjamin Bryant  
 Title: Vice President  
 Date: 7/28/23

  
 Derek Sullivan, Town Administrator