

Town of Wareham



Invitation for Bids (IFB)

REPLACEMENT OF A PVC MEMBRANE FLAT ROOF

Your participation is invited with regard to the above referenced bid. In order for your submission to be considered responsive this original document must be delivered prior to the time and at the place indicated herein. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to the bidder without notice. (It is strongly suggested that bid documents sent via carriers other than first class mail should be placed in properly labeled and sealed envelopes prior to being placed in the carrier packaging in order to avoid premature opening.

TOWN OF WAREHAM

Legal Notice to Bidders

INVITATION TO BID

SEALED BIDS for the **Replacement of a PVC Membrane Flat Roof**, Wareham Memorial Town Hall, 54 Marion Road, Wareham, MA 02571 shall be received at the Municipal Maintenance Department, 95 Charge Pond Road, Wareham, MA 02571 until 10:00 a.m. on October 19, 2018, at which time and place will be publicly opened and read. Phone calls, telegrams, postmarks, etc. shall not be considered. Bids not submitted on original bid forms shall be deemed non-responsive. **Bid submissions must be made in a sealed envelope clearly marked, “Replacement of a PVC Membrane Flat Roof –October 19, 2018, 10:00 am.”** The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.

Specifications may be obtained from the Town’s website at www.wareham.ma.us under Bid Notices. Wages are subject to prevailing wage rates as per M.G.L. Chapter 149, Sections 26 to 27D, inclusive. Certification of OSHA training by the Bidder is required.

A 5% bid deposit is required with all bid submissions and the successful bidder will be required to submit a 100% performance bond and a 100% payment bond. All bonds must be issued by companies qualified to do business in the Commonwealth of Massachusetts.

A mandatory on-site pre-construction meeting at the Wareham Memorial Town Hall, 54 Marion Road, Wareham MA will be conducted at 9:00 am until 11:00 am on October 12, 2018.

The Town of Wareham reserves the right to reject any and all bids, in whole or in part, or waive minor informalities and to make awards in a manner deemed in the best interest of the Town as provided by M.G.L. The Town of Wareham is an Equal Opportunity Employer. Bids from Woman/Minority Business Enterprises are strongly encouraged.

I. SUBMISSION REQUIREMENTS

- A. The bid must be submitted on the original bid form (one duplicate copy is requested).
- 1.) The bid may be withdrawn or amended without prejudice between the time of submission and the time of opening.
 - 2.) All bid amounts will be considered firm and may not be withdrawn for a period of no less than sixty (60) days from the date of opening, unless stated otherwise.
- B. **Bid submissions shall be made in a sealed envelope clearly marked “Replacement of a PVC Membrane Flat Roof –October 19, 2018 at 10:00 am.”** In the event that Memorial Town Hall is closed due to any reason, including but not limited to inclement weather, this bid will be opened at the same time and place on the next week day that the Wareham Town Hall is in operation. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.
- C. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, it is suggested that all bids submitted comply with the following guidelines:
- 1.) All copies should be printed double sided.
 - 2.) All submittals and copies should be printed on recycled paper with a minimum of 20% post-consumer content.
 - 3.) All proposals and copies should minimize or eliminate the use of non-recyclable or re-usable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
 - 4.) Vendors should submit materials in a format that allows for easy removal and recycling of paper materials.
 - 5.) Vendors are encouraged to use other products that contain reduced content in their bid documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.
 - 6.) Unnecessary samples, attachments or documents not specifically requested should not be submitted. Bidders should avoid superfluous use of paper, such as separate title sheets or chapter dividers.
- D. Where the word "signed" appears, it refers to the hand written signature of the individual authorized to execute the contract. Bids "signed" by any way other than described here will be considered non-responsive.
- E. Certificates of insurance must be submitted by the apparent low bidder within ten (10) business days of the request from the Town (Also see Section VII, “Insurance”).
- F. A bid deposit or bid bond in the amount of 5% of the bid is required and must be submitted in the sealed bid envelope unless otherwise stated.
- G. The successful bidder shall provide a 100% performance bond and a 100% payment bond. The successful bidder shall submit said bonds within ten (10) days of the request from the Town.
- H. Signed (and sealed when applicable) certification that the bidder has not colluded with any other party in the preparation and submission of his/her bid.
- I. Bidder’s certification regarding payment of prevailing wages (attached).
- J. Signed (and sealed when applicable) certificate of indemnification to save harmless the Town of Wareham for all damages to life and property due to his/her negligence or that of his/her subcontractors, etc. during the term of this contract (use form attached).

- K. Signed (and sealed when applicable) certification that the bidder has paid all State taxes due (use form attached).
- L. Signed and sealed certification of vote (for use by Corporations). Bidders may submit their own certificate of corporate vote.
- M. Certification of OSHA training by bidder.

II. CONTRACT DOCUMENT

The contract documents will consist of all bid forms as attached hereto. In addition, the following documents will be included:

1. All submissions required by Sect. I 'Submissions'
2. Any IFB addendum
3. Notification of Award
4. Contract - >sample= attached
5. Any other documents by mutual agreement of the Town and successful bidder
6. All requirements of the General Laws applicable to this contract.

III. TERM OF CONTRACT

- A. TIME IS OF THE ESSENCE.
- B. It is anticipated that this bid will be awarded within 30 days after the bid opening.
- C. The Contractor agrees to commence work on the project within seven (7) days after receipt of Notice to Proceed and further agrees to complete the project within six (6) months after being awarded.
- D. One bid shall be awarded.
- E. All bids for this project are subject to applicable public bidding laws of Massachusetts, including but not limited to G.L. Chapter 149, §44A-H. All such laws shall be deemed to be inserted herein as if they were fully set out in the text.
- F. The successful bidder agrees to execute a contract with the Town of Wareham and provide insurance documents and any bonds required within ten (10) days after notification of award, unless stated otherwise. Failure or refusal to comply with this requirement may result in withdrawal of the bid award. In the event of bid award withdrawal, the Town reserves the right to issue a new Invitation to Bid or award to the second low responsive and responsible bidder.
- G. It is the intention of this Public Agency not to award a contract for this work under this or any other bid if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the Public Agency reserves the right to reject this or any other bid or to award the contract as is deemed to be in the best interest of the Public Agency.

IV. EVALUATION CRITERIA

The successful bid will be the bid providing the "best price" (see "Price Evaluation" below) chosen from all bids considered to be responsive and responsible. The Town retains the right to waive minor informalities.

A. A **RESPONSIVE** bid meets all of the following criteria:

1. Answers to all questions as required by this bid document.
2. Includes all forms and certifications required by Sect. I "Submission Requirements".

B. A **RESPONSIBLE** bidder meets all of the following criteria:

1. Has been in the business of professional under the current entity name for no less than five (5) years.
2. Provides at the request of the Awarding Authority five references for the entity for professional projects within the past three years.
3. Demonstrates the ability to work within the term of the contract as described in Section III. Above.

V. PRICE EVALUATION

- A. Quoted prices are guaranteed to be fixed for the term of this contract
- B. Discounts based on time of payment shall not be considered
- C. No additional cost shall be added for delivery
- D. 'Best Price' will be based on the lowest total price offered by a responsive and responsible bidder.

VI. PRE-BID CONFERENCE

There will be an on-site pre-bid conference to be held on October 12, 2018 from 9:00 am until 11:00 am at Wareham Memorial Town Hall, 54 Marion Road, Wareham, Massachusetts. Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must deliver said request for change or interpretation in writing no later than October 16, 2018 3:30 pm to:

David Menard, Director of Municipal Maintenance
95 Charge Pond Road, Wareham, MA 02571
(508) 295-5300 fax (508)-295-6391
Or via email to: dmenard@wareham.ma.us

VII. INSURANCE

A. Commercial General Liability Insurance - Contractor is to maintain Casualty Insurance as follows:

Commercial General Liability Insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$1,000,000 per occurrence and general aggregate. Such insurance is to include the following extension of coverage.

- 1.) Contractual Liability - \$1,000,000 per occurrence

- 2.) Premises Operation Liability - \$1,000,000 per occurrence
 - 3.) Independent Contractors Liability - \$1,000.00 per occurrence
 - 4.) Explosion, Collapse and Underground Property Damage - \$1,000,000 per occurrence
 - 5.) Personal Liability - \$1,000,000 per occurrence
 - 6.) Products Liability - \$1,000,000 per occurrence
- B. Automobile Liability Insurance with an Insurance Company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town providing a limit of liability not less than those specified below. Such insurance is to include claims arising out of vehicles owned by contractor, hired by contractor, or owned by others acting on behalf of or under the direction of the contractor.
- 1.) Bodily Injury Liability of not less than \$500,000 per accident, bodily injury and property damage combined
- C. Workers' Compensation Insurance - The contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workers' Compensation Insurance Policies.
- 1.) Coverage A - Massachusetts
 - 2.) Coverage B - \$500,000 per insuring agreement
- D. Prior to the commencement of the work, contractor will cause to be delivered to the Town of Wareham, Procurement Office; Certificates of Insurance (COIs) evidencing the foregoing. The COIs are to provide that the Town of Wareham in care of its Procurement Officer shall be given at least 30 days advance notice of cancellation, intent not to renew, or material change in coverage.
- E. Bidder hereby agrees to save and hold the Town of Wareham, its agents, servants, and employees, Harmless from any and all claims arising out of the activities of contractor, its agents, servants, employees, and invitee or subcontractors.

VIII. AFFIRMATIVE ACTION

It is understood and agreed that it shall be a material breach of any contract resulting from this bid 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, religion, sex, national origin, ancestry, age, sexual orientation or disability.

IX. PREVAILING WAGES

- A. Bids for any contract requiring labor such as, but not limited to, construction, repair or installation **shall be made on the basis of the Minimum Wage Schedule, as determined by the Prevailing Wage Program of the Massachusetts Department of Labor Standards pursuant to the provisions of Chapter 149, Section 26 27D inclusive, of the General Laws, as amended.** (If not attached, this information as well as statement of compliance will be supplied to you as soon as it is received from the State.)

- B. In accordance with the requirements of G.L. c. 149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to the awarding authority to submit, on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Prevailing Wage Program of the Massachusetts Department of Labor Standards. The undersigned contractor agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

DATE: _____

CONTRACTOR: _____

NAME: _____

TITLE: _____

X. SUBSTITUTION

- A. All specifications provided are considered to be minimum quality and/or quantity acceptable.
- B. In the event that a proprietary specification is used, the intent is to clearly and best describe a minimum acceptable standard of quality and in no way reduce the competitiveness of the bid. Where proprietary specifications are used, alternate items of "equal to or better than" standard may be substituted unless stated otherwise.
- C. When a substitution is made, the burden of proof shall be on the bidder to demonstrate that the substitute is in fact equal to or better than the standard used. The bidder shall submit such proof as part of the bid document. Bids not containing said documentation may be considered non-responsive at the sole discretion of the Town.

XI. ASSIGNMENT OF CONTRACT

The contractor shall not be permitted to either assign or underlet the contract, or assign either legally or equitable any monies hereunder, or its claim thereto without the previous written consent of the Town.

XII. SPECIFICATIONS:

Replacement of a PVC Membrane Flat Roof on Memorial Town Hall

See Appendix A

CERTIFICATE OF NON-COLLUSION

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

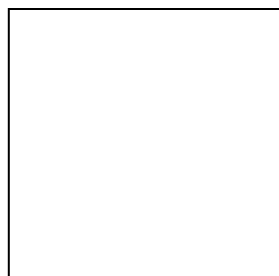
Authorized Signature

Date

Social Security Number or Federal Identification Number

Legal Name of Business Entity (Please Print or Type)

Address: _____



Corporate Seal

All bids shall be accompanied by the Bidder's certification regarding payment of prevailing wage rates in the form set forth below.

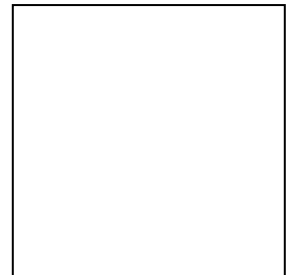
BIDDER'S CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions, or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of our as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Date

Signature of Authorized Representative

Name and Title (Print or Type)



Corporate Seal

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

_____, its officers and members all,
Legal Name of Bidder'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 bidder's Business Entity

Authorized Signature

Name and Title (Print or Type)

Date



Corporate Seal

CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. c. 62C, §49A, I hereby certify that _____
Legal Name of Bidder's Business Entity

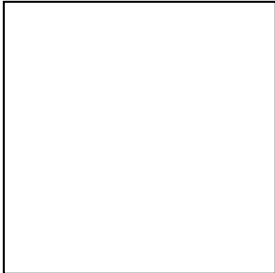
has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Signed under the penalties of perjury.

Authorized Signature

Name and Title (Print or Type)

Date



Corporate Seal

CERTIFICATE OF VOTE

(Corporations Only)

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)

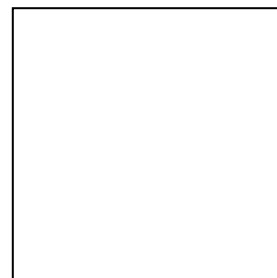
held on _____ it was voted, that _____
(Date) (Name)

_____ of this company, be and hereby is
(Officer)

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

XIII. CONTRACT PRICES

The bidder above-mentioned declares and certifies:

1. That said bidder has carefully examined the instructions to bidders, schedules, and specifications prepared under the direction of the Town of Wareham Procurement Officer and will, if successful in the bid, furnish and deliver at the prices bid and within the time stated, all the materials, services or labor for which this bid is made.
2. No plead of mistake in an accepted bid shall be available to the undersigned bidder.
3. All bidders are required to answer the following survey questions. Bids not answering the following questions may be deemed non-responsive.

	Yes	No
a. Is the bidder a Minority Business Enterprise (MBE)?	[]	[]
b. Is the bidder a Women Business Enterprise (WBE)?	[]	[]
c. Does the bidder possess a business certificate in the Town of Wareham?	[]	[]
d. Has the bidder provided services or goods to the Town of Wareham at any time during the past 24 months?	[]	[]
e. Has the bidder ever forfeited a bid or performance bond relating to a bid with the Town of Wareham?	[]	[]
f. Is this bid for contracted services?	[]	[]
1. If yes, will any portion be sub-contracted?	[]	[]
2. Approximately how many people in total will work on this contract?		_____

Total Price for the **Replacement of a PVC Membrane Flat Roof on the Wareham Memorial Town Hall** as specified in the IFB:

\$ _____

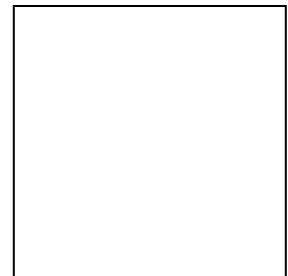
(Written amount in Words)

Authorized Signature

Name and Title (Print or Type)

Telephone Number

Fax Number



Corporate Seal

**Wareham Town Hall
South Side Roof Replacement**

Appendix A

OVERVIEW

The Contractor proposes to remove the old PVC membrane and replacing it with a new PVC membrane which is located on the south side of the Wareham Town Hall. This will also include all materials, equipment, labor, insurance, permits and fees.

South Side Area

1. Remove and dispose of the entire roofing system (membrane, insulation, flashings, edge metal...etc.) to the deck.
2. Install specified vapor barrier to primed wood deck.
3. Install 4 inch flat stock ISO insulation and the entire roof tapered to the drains.
4. Replace all existing drains with new drains and crickets.
5. Install 80 mil PVC membranes with a thirty (30) year warranty.
6. Remove and replace existing copper coping cap on parapet walls. Existing copper coping cap to be returned to Town of Wareham.
7. Provide all required permits, fees, and licenses.
8. The roofing contractor is to provide a safety zone around the building. Must provide either fencing or caution tape around the perimeter.
9. The roofing contractor is responsible for daily debris clean up and removal.
10. The roofing contractor is responsible to provide adequate power as required to run any power equipment. No gas cans will be allowed on roof.
11. Roofer must make owner aware of scheduled inspections by manufacturer's inspectors. Owner must be present.
12. Provide Contractor's workmanship warranty for one (1) year and material manufacturer's thirty (30) year system warranty.
13. Contractor will restore the site to its original condition upon completion of the work.

**TOWN OF WAREHAM
CONTRACT
BETWEEN
THE TOWN OF WAREHAM, MASSACHUSETTS
AND
(NAME OF CONTRACTOR)**

This Contract is made this ____ day of ____ 2018 by and between the Town of Wareham, a municipal corporation location within the Commonwealth of Massachusetts, (hereinafter, the “Town”), and (name and address) (hereinafter, the “Contractor”).

ARTICLE I

SCOPE OF SERVICES

The Contractor proposes to remove the old PVC membrane and replacing it with a new PVC membrane which is located on the south side of the Wareham Town Hall including all materials, equipment, labor, insurance, permits and fees. For a period commencing when the contract is awarded thru December 31, 2018 and in accordance with the IFB submitted to the town of Wareham and is now attached as part of this contract.

ARTICLE II

TIME OF CONTRACT

The Contractor shall commence work under this contract upon complete execution of such contract within seven (7) days after receipt of the Notice to Proceed and complete the project by December 31, 2018. The parties hereto agree that time is of the essence of this contract.

ARTICLE III

COMPENSATION

- 1) Upon completion of these services described in Paragraph 1 above, (Contractor) 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. The total compensation to be paid pursuant to this contract shall not exceed (amount of award).
- (2) Payment Schedule. Compensation for work performed pursuant to this Contract shall be in proportion to the percentage of completion as determined by the Town.
- (3) The maximum compensation is limited to the amount of the available appropriation for these purposes. The continuation of performance pursuant to this contract during fiscal year 2019 shall be subject to sufficient funds being appropriated or otherwise made available for such purpose. In the event such funding is not provided, the Town shall cancel this contract without further liability of any kind to the Contractor.
- (4) The Contractor shall provide payroll wage sheets with all invoices for payment before the town will compensate the contractor in accordance with Section IX. PREVAILING WAGES in the Invitation for Bids, which is incorporated herein.
- (5) Upon receipt of a signed contract the contractor may submit an invoice for materials and supplies not to exceed 25% of the Total Contract. The Town may require purchase orders or invoices to substantiate costs.

ARTICLE IV

AFFIRMATIVE ACTION/PREVAILING WAGES

The parties hereto agree that it shall be a material breach of this contract 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, religion, sex, national origin, ancestry, age, sexual orientation or disability.

ARTICLE V

COMPLIANCE WITH LAWS

The Contractor shall comply with all Federal, State and local laws, rules, regulations, and orders applicable to the work provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits, and approvals.

ARTICLE VI

INCORPORATION OF G.L. 149

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as though such terms were set forth in full herein, to the extent that the same are applicable to this contract and the Contractor.

ARTICLE VII

INDEPENDENT CONTRACTOR

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract.

ARTICLE VIII

TOWN'S LIABILITY

The Town's liability under this Contract shall be to make all payments when they shall become due, and the Town shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Town Administrator, the Board of Selectmen, or any other officer of the Town, or their successors in office, personally liable for any obligation under this contract.

ARTICLE IX

INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, there or thereafter due to the Contractor, a sufficient amount to protect the Town against such claim, costs and expenses.

ARTICLE X

INSURANCE

The Contractor shall obtain and maintain during the term of this Contract the following insurance coverage in companies qualified to do business in the Commonwealth of Massachusetts and

acceptable to the Town.

A. Commercial General Liability Insurance as follows:

Commercial General Liability Insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$1,000,000 per occurrence and general aggregate.

B. Automobile Liability Insurance with an Insurance Company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town providing a limit of liability not less than those specified below. Such insurance is to include claims arising out of vehicles owned by contractor, hired by contractor, or owned by other acting on behalf of or under the direction of the Contractor.

1). Bodily Injury Liability of not less than \$500,000 per accident, bodily injury and property damage combined.

C. Workers Compensation Insurance--The Contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workers Compensation Policies.

1.) Coverage A- Massachusetts

2.) Coverage B- \$500,000 per insuring agreement

D. The Town shall be identified as an additional insured under the Contractor's general liability policy. All policies shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the Town at the execution of this contract. Each such certificate shall specifically refer to the Contract and shall state that such insurance shall be deemed a material breach of the Contract and shall be grounds for immediate termination.

ARTICLE XI

ASSIGNMENT

The Contractor shall not assign, sublet or otherwise transfer the work required under this Contract, in whole or in part, without the prior written consent of the Town, and shall not, either legally or equitable assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

ARTICLE XII

INSPECTION AND REPORTS

The Town shall have the right at any time to inspect the work of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall immediately furnish to the town full and complete written reports of his operations under this Contract in such detail and with such information as the Town may request.

ARTICLE XIII

TERMINATION FOR CAUSE

If any time during the term of this contract the Town determines that the Contractor has breached the terms of this Contract by negligently or incompetently performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the Town, or by not complying with the

direction of the Town or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure said breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold harmless the Town as provided in Article IX from any loss, damage, cost, charge, expense, or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Contract by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon the date so specified, this contract shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor because of any default or failure in performance of this Contract up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the Contract Sum provided herein in order to complete the work specified herein in a timely manner.

ARTICLE XIV

NOTICE

Any and all notices, or other communications required or permitted under this contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

ARTICLE XV

SEVERABILITY

If any term or condition of this contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE XVI

GOVERNING LAW

This contract shall be governed by, constructed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this contract.

ARTICLE XVII

ENTIRE AGREEMENT

This contract, including all documents herein by reference, and including the Invitation for Bids, constitutes the entire integrated agreement between parties with respect to the matters described. This

agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ADDITIONAL REQUIREMENTS

This contract is subject to the completion and submittal of the following documents, which are included and made part of this contract, in addition to any previously referenced:

1. Certificate of Non-Collusion
2. Certificate of Tax Compliance

Town of Wareham

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this Bid/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.

(Signature of Person Making Bid/Proposal)

(Name of Business)

(Date)

Town of Wareham

Certificate of Tax Compliance

Pursuant to MGL ch. 62C, s49A(b), I _____, authorized signatory for _____, do hereby certify under the pains and penalties of perjury that said Bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

(Signature of Authorized Representative)

(Title)

(Date)

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

TOWN OF WAREHAM

54 Marion Road
Wareham, MA 02571

Contractor

Address,

Derek D. Sullivan
Town Administrator

Name

Title

Approved as to the Availability of funds:

Town Accountant

Project number for payment of expenditures _____

Approved as to Form: _____