

CONTRACT BETWEEN THE TOWN OF WAREHAM

AND

SHARP RED PENCIL, INC

This Agreement is made on this ____ day of _____, 2022, between the Town of Wareham, acting by and through its duly authorized Board of Selectmen/Town Administrator (hereinafter, the "Town"), with a principal place of business at 54 Marion Road, Wareham, MA 02571 and _____, with a principal place of business at _____ (hereinafter, the "Consultant"). The Town and Consultant contract for services under the terms and conditions set forth herein.

I. SERVICES

Consultant will provide the following services:

Task order technical project reviews of projects submitted for permits before the Planning Board, Zoning Board of Appeals, and Conservation Commission, including:

- Submission of cost estimates for reviews;
- Technical review of engineering reports, plans, and land surveys
- Submission of letter reports on results of reviews with recommendations for board action in accordance with the criteria for review
- Meetings as necessary with applicants and boards to explain review findings
- Site inspections during stages of construction of approved projects
- Reports on results of site inspections

II. COMPENSATION

Upon receipt of a task order for Peer Review services, the Consultant shall prepare a cost estimate of review time based on hourly rates. No work shall commence until the estimated fee has been deposited with the Town. Upon completion of any of the services described in Paragraph I above, Consultant shall submit monthly invoices 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 Consultant. Compensation shall be paid to Consultant pursuant to this contract at listed hourly rates for personnel involved in the review. Payments shall be made from funds deposited with the Town by the applicant, under the so-called '53G' program enabled under G.L. Part 1, Title VII, Chapter 44, Section 53G. Consequently, all work must reasonably conform to the cost estimate provided, or as amended, during the course of the review.

III. TIME FOR PERFORMANCE

All services pursuant to this contract shall be performed by Consultant according to a mutually agreed upon schedule of the Board meetings, to coincide with the agenda items under review. Contract shall be in force for a period of three [3] years, after which the contract must be renegotiated.

IV. SUBJECT TO AVAILABILITY OF FUNDS

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, specifically 53G program funds for the review, as certified by the Town Accountant.

V. ASSIGNMENT

Consultant shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. This does not include specialists who are included in the cost estimate submitted in response to the Task Order. This contract shall be binding upon Consultant's 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

Consultant 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

Consultant 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 Consultant's 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 Consultant 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. Consultant shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

SIGNATURES

For the Consultant,

For the Town of Wareham,

Name

Derek Sullivan, Town Administrator

Title:

Date:

Recommended By:

Kenneth Buckland, Director of Planning

Approved as to form:

Richard Bowen

Town Counsel