

Request for Qualifications
Owner's Project Manager Services
Townsend Water Treatment Plant

R E C E I V E D
DEC 21 2022
TOWN OF TOWNSEND
TOWN CLERK

The Town of Townsend ("Town"), through the Board of Selectmen and the Board of Water Commissioners ("Boards"), requests qualifications from qualified firms for Owner's Project Manager ("OPM") services for the final design, procurement, and construction of a new water treatment plant. OPM services will commence immediately after contract award. RFQ documents are available at the Board of Selectmen office, Town Hall, 272 Main Street, Townsend, MA 01469, or by sending an e-mail to eslagle@townsendma.gov.

Sealed responses clearly labeled "Owner's Project Manager Qualifications for the Townsend Water Treatment Plant" are due by 12 noon on Wednesday, January 4, 2022, delivered to: Town Administrator/Chief Procurement Officer, Town Hall, 272 Main Street, Townsend, MA 01469. The Town reserves the right to reject any and all proposals; to waive any defects, informalities, and minor irregularities; to award contracts; or cancel this RFQ, if it is in the town's best interest to do so.

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR OWNER'S PROJECT MANAGER (OPM)**

For Construction of a Water Treatment Plant for
the Town of Townsend

By the Town of Townsend and the Board of Water Commissioners Townsend, Massachusetts

Eric Slagle, Town Administrator/Chief Procurement Officer

Todd Melanson, Chair, Board of Water Commissioners

December 21, 2022

Advertising Dates:

Goods and Services Bulletin – 12/21/2022

Groton Herald – 12/16/2022

Response Due Date: 1/04/2023

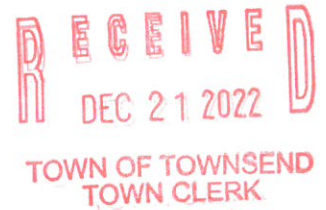


Table of Contents

Invitation to Submit Proposal	4
Project Description	5
Scope of Services	5
Submission Deadline and Instructions	7
Requirements for Content of Response	8
Insurance and Indemnification	10
Fee	10
Questions, Addendum, or Proposal Modifications	11
Minimum Qualifications	12
Evaluation Criteria	13
Other Provisions	15
Rejection of Responses, Modification of RFQ	15
Attachments	16
Certificate of Non-Collusion and Certificate of Tax Compliance Forms	17
Form RCB-1 References and Company Background	19
Signature for Individual	20
Signature for Partnership	21
Signature for Corporation	22
Sample Contract	23
Sample Contract – Insurance	27

Invitation to Submit Proposal

The Town of Townsend and the Board of Water Commissioners ("Town") invite applicants to submit proposals for the services of a qualified Owner's Project Manager ("OPM"), as defined in Massachusetts General Laws Chapter 149, Section 44A½, and as further defined by the provisions of this Request For Qualifications ("RFQ"), to provide Project Management Services for the construction of a new water treatment plant in Townsend, Massachusetts

("Project").

The Town is seeking the services of an OPM to represent the Town in the prequalification of bidders, the bidding process, and all facets of construction of the water treatment plant. Design of the plant is currently complete.

All applicants must submit in conformance with this RFQ document, which is available at the Board of Selectmen Office, Town Hall, 272 Main Street, Townsend, MA 01469, or by sending an e-mail to eslagle@townsendma.gov.

It is expected that OPM services will be required from January 5, 2023 through project completion.

Project Description

The Town of Townsend is a community of 9,547 residents located in Middlesex County, Massachusetts.

In July 2021 the Townsend Board of Selectmen took a vote authorizing the emergency approval of the construction of a new Water Treatment Plant in the Town as a result of high levels of PFAS in the Town's water supply. The Board of Water Commissioners proceeded to take the necessary steps for the project to be included for approval by the State Revolving Fund ("SRF"). Design is substantially completed at this time

Funding for the engineering, design, and construction of the project was approved at the May 3, 2022 Town Meeting.

Scope of Services

Chapter 193, §13 of the Acts of 2004, as incorporated in MGL c. 149, s 44A ½, lists the minimal required duties of the OPM, which include, but need not be limited to:

1. providing advice and consultation with respect to value engineering, scope of the work, cost estimating, general contractor and subcontractor prequalification (pursuant to section 44D ½ or 44D 3/4 when applicable), scheduling, construction, and the selection and negotiation with a general contractor for the project;
2. ensuring the preparation of time schedules, which will serve as control standards for monitoring performance of the building design project;
3. assisting in project evaluation, including, but not limited to, written evaluation of the performance of the design professional and of any other consultants, contractors, and sub-contractors;
4. the performance of other tasks to minimize schedule delays, ensure quality of needed services, facilitate communications among all parties working on the project, and to complete the project within budget.

Specific Scope of Services:

1. The OPM will report to the Board of Water Commissioners, which will oversee the OPM's management of the project.
2. The OPM will be required to review drawings and specifications to become familiar with the project.
3. The OPM will be required to attend on-site monthly construction progress meetings.
4. The OPM will prepare monthly reports and other reports related to the Project as directed by the Board of Water Commissioners.
5. The OPM will review the progress of construction compared with construction schedule and advise the Water Commissioners of any concerns with the progress of construction.
6. The OPM will prepare and submit the SRF drawdown requests to MassDEP on a monthly basis, obtaining the necessary information from the Engineer (Designer) and General Contractor.
7. The OPM will Attend Water Commission meetings as requested.
8. The OPM will review change orders and provide recommendations to the Board of Water Commissioners.

Submission Deadline and Instructions

Sealed proposals must be received and registered by the Town Administrator, Town Hall, 272 Street, Townsend, MA 01469 by January 4, 2023 at 12:00 noon at which time and place the sealed proposals shall be publicly opened.

Proposals must include an original, three (3) copies, and one electronic copy in PDF format on a thumb drive. No proposals will be accepted after the time and date noted. Proposals submitted by fax or electronic mail will not be considered. Postmarks will not be considered.

Proposals should not include any reference to Consultant's proposed fee or any hourly rates. A contract and fee amount will be negotiated with top ranked applicants later in the selection process and will not be discussed in the proposals or interviews.

Request for Qualifications documents may be obtained at the Board of Selectmen office, Town Hall, 272 Street, Townsend, MA 01469, on the Town website at townsendma.gov, or by sending an e-mail to eslagle@townsendma.gov.

Proposals are to be sealed and properly identified on the outer envelope as "Qualifications for Owner's Project Manager for Townsend Water Treatment Plant" with the applicant's name and address, and delivered either by mail or physically to:\

Mailing Address:

Water Treatment Plant
Eric Slagle, Town Administrator
Town Hall
272 Main Street
Townsend, MA 01469

Requirements for Content of Response:

- Submit three (3) hard copies of the Response to this Request for Qualifications. All Responses must:
 - Be presented in an organized and clear manner on 8½ x 11" pages and bound.
 - Respondents may supplement this proposal with graphic materials and photos that best demonstrate project management capabilities of the team proposed for this Project.
 - Responses shall be concise. Materials not directly relevant to this Project are discouraged.
 - Include an electronic copy in PDF format on a thumb drive.
- Include a cover letter which:
 - Acknowledges any addendum to the RFQ.
 - Acknowledges that the Respondent has read the Request for Qualifications. Respondent will note any exceptions to the RFQ in the cover letter.
 - Acknowledges Respondent meets minimum criteria.
- Include all the required forms and certifications in the Attachments:
 - Certification of Non-Collusion and Certification of Tax Compliance
 - RCB-1, References and Company Background
 - OPM Application Form, clearly communicating compliance with the minimum requirements and providing evidence relevant to the Evaluation Criteria identified in this RFQ.
- Include a profile of the firm describing the Respondent's organization and its history.
- Provide a list of the five (5) most recent projects accomplishing substantial completion.
- Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million (part of OPM Application Form).
- Include a description of specific examples of applicants experience with the State Revolving Fund.
- Identify specific experience water treatment plants and/or water infrastructure.
- Include a description of management approach, including proposed project staffing, project management systems and effective information management.
- Identify firm's existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control, and safety) and who will be assigned to this Project (may be incorporated into OPM Application Form).

- Identify any services to be provided by sub-consultants (OPM Application Form).
- Include additional information, as needed, to address the Respondent's ability to meet the evaluation criteria.
- Identify availability for local meetings.
- Assure compliance with local, state and federal regulations.

Responses must be signed as follows:

1. If the proposer is an individual, by him/her personally.
2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner.
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 corporate seal affixed.
4. If the proposer is a limited liability company, by a manager.

The Town of Townsend, as the awarding authority, reserves the right to accept any proposal in whole, and to reject any and all proposals if it shall be deemed in the best interests of the Board of Water Commissioners and/or the Town of Townsend to do so. Respondents bear sole risk and responsibility for all costs incurred in the preparation and delivery of the proposal.

Insurance and Indemnification

Insurance: As a condition of application, each applicant agrees to carry, if selected for this project, general liability and motor vehicle liability insurance policies protecting the Town of Townsend in connection with any operations included in the contract and shall have the Town of Townsend listing as an additional insured on the policies. General coverage shall be in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. Worker's compensation insurance, in accordance with the requirements of Massachusetts law, will also be required. See the sample contract for more specific insurance requirements.

Indemnification: The successful applicant shall agree to indemnify and hold harmless the Town of Townsend and its officers, boards and employees, including the Board of Water Commissioners, from and against all claims, causes of action, suits, damages and liability of any kind which arise out of the negligence or willful misconduct of the successful applicant or its officers, employees, agents and representatives regarding the services performed.

Fee

The fee for this project is to be negotiated upon selection. **Please note that the OPM work on this project has a not to exceed amount of \$75,000.** The fee will include all expenses, direct and indirect, for this project. Payment for OPM services resulting from this RFQ is subject to available funds. All proposals shall belong to the Town of Townsend. The successful applicant shall agree to comply with all applicable federal, state, and local laws in performance of its contract with the Town of Townsend. The Town reserves the right to negotiate mutually acceptable amendments to the contract arising from the RFQ and, in particular, with respect to additional services.

Responses should not include any reference to Respondent's proposed fee or any hourly rates. A contract and fee amount will be negotiated with top ranked applicants later in the selection process and will not be discussed in proposals or interviews.

Questions, Addendum, or Proposal Modification

Any questions concerning this Request for Qualification must be submitted in writing to:

Eric Slagle, Town Administrator
Town Hall
272 Main Street
Townsend, MA 01469

Email: eslagle@townsendma.gov

All inquiries received by December 28, 2022 will be considered. Questions may be delivered, mailed, or emailed. Written responses will be mailed, or emailed to all applicants on record as having received the RFQ. All inquiries must be submitted to the Town Administrator.

If any changes are made to this RFQ, an addendum will be issued. Addenda will be mailed or emailed to all applicants on record as having received the RFQ.

All proposals submitted in response to this RFQ shall remain firm for ninety (90) days following the proposal opening. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to forty-five (45) additional days by mutual agreement between the Town Administrator and the highest ranked applicant, on the basis of the evaluation criteria stated below.

An applicant may correct, modify, or withdraw a proposal by written notice received by the Town Manager prior to the time of proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. _". Each modification must be numbered in sequence and must reference the RFQ.

After the opening of proposals, an applicant may not change any provision of the proposal in a manner prejudicial to the interests of the Town of Townsend or fair competition. Minor informalities may be waived or the applicant may be allowed to correct them.

Minimum Requirements

In order to be eligible for selection, Respondent must certify in the cover letter that it meets the following minimum requirements. Any Respondent that fails to include such certification in its response to demonstrate that these criteria have been met, will be rejected without further consideration.

Each Respondent must designate an individual who will serve as Project Manager, who will meet the following minimum requirements:

- The Project Manager will be a person who is registered by the Commonwealth of Massachusetts as an Architect or Professional Engineer and who has at least five (5) years experience in the construction and supervision of construction and design of public buildings; or
- If not registered as an Architect or Professional Engineer, the Project Manager must be a person who has at least seven (7) years experience in the construction and supervision of construction and design of public buildings.
- A thorough knowledge of the Massachusetts State Building Code.
- A thorough knowledge of all public bid laws, including without limitation M.G.L. Chapter 149, Section 44A1/2.
- Prior experience administering design and construction on projects of similar size and scope.
- Financial and operational ability to perform project management services on the project within all established budget limits and time schedules.
- Familiarity and/or experience relating to "green" building certification program. Demonstrated experience working on green buildings, rating system used, e.g. LEEDS, and recommendations to Owner.

Evaluation Criteria

The Committee will evaluate each proposal from each firm deemed to have submitted a responsive and responsible proposal. Proposals will be assigned the rank of "highly advantageous," "advantageous," "less advantageous," or "unsatisfactory" for each criterion. In addition to the material submitted within the proposal, the Town will likely contact references and may ask for additional information or a clarification of any responses.

Rank	Standard of Review
Highly Advantageous	Respondent excels on the specific criterion
Advantageous	Respondent meets evaluation standard criterion
Less Advantageous	Respondent does not fully meet the criterion or question/issue was not fully addressed
Unacceptable	Respondent does not address the criterion

Criteria:

- Past performance: Successful past performance of similar services on publicly funded projects in the Commonwealth, as evidenced by:
 - Documented performance on previous projects (included on OPM application form), including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, and number and outcome of any legal actions;
 - Satisfactory working relationship with designers, contractors, owners, committees, and local officials.
- Relevant Water Treatment Plant Experience: Experience and successful past performance of water treatment plant projects including relevant issues.
- Public Sector Experience: Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures.
- Capacity and Skills: Experience of staff in working with the State Revolving Fund.
- Quality of Response: The response to this RFQ is an example of the Respondent's work. Responses will be evaluated for conciseness, clarity, and relevance of content.

The Town reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion. The Town may or may not, within its sole discretion, seek additional information from Respondents.

This Request for Qualifications, any addenda issued by the Town, and the selected Respondent's response will become part of the executed contract. The key personnel that Respondent identifies in its response will be contractually committed for the Project. No substitution or replacement of key personnel or change in the sub-consultants identified in the response will take place without the prior written approval of the Town.

The selected Respondent will be required to execute a contract for Project Management Services with the Town in a similar form as the sample Contract that is attached hereto as Sample Contract.

Prior to execution of the Contract for Project Management Services, the fee for services shall be negotiated between the Town and the selected Respondent to the satisfaction of the Town, within its sole discretion. **Please note that the OPM work on this project has a not to exceed amount of \$75,000.** The selected Respondent will be required to provide pricing information for all phases specified in the contract at the time of fee negotiation. If the Town and the selected Respondent cannot reach agreement on the fee, the Town reserves the right to terminate negotiations and award the contract to the next highest-ranked Respondent, subject to that Respondent's agreeing to a fee deemed reasonable by the Town in its sole discretion. The Town may proceed in the same way, making conditional awards to one Respondent after another until it has reached agreement with the highest-ranked Respondent willing to agree to a reasonable fee.

The Town will review all proposals based upon the above criteria. Findings from this evaluation will be used to select finalists. The Town may elect to conduct interviews of multiple finalists. The Town will rank finalists in order of qualifications and present its recommendation to the Board of Selectmen which may choose to appoint an OPM from among the finalists, subject to successful fee negotiations. The Town of Townsend reserves the right to reject any and all responses.

Other Provisions

Public Record

All Responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in Responses that are inconsistent with the provisions of these statutes will be disregarded.

Communications with Town

The Town's Procurement Officer for this Request for Qualifications is:

Eric Slagle, Town Administrator

Town Hall

272 Main Street

Townsend, MA 01469

eslagle@townsendma.gov

978-597-1700 x1701

Rejection of Responses, Modification of RFQ

The Town of Townsend, as the awarding authority, reserves the right to reject any and all Responses, if the Town determines, within its own discretion, that it 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 Town 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.

If the Town Hall Building, 272 Main Street, Townsend MA 01469 is closed due to events beyond control, such as fire, snow, ice, wind, or building evacuation during the proposal deadline, the proposal deadline will be postponed until 12:00 noon on the next normal business day.

ATTACHMENTS

- Certificate of Non-Collusion and Certificate of Tax Compliance
- Form RCB-1 References and Company Background
- Signature for Individual
- Signature for Partnership
- Signature for Corporation
- Sample Contract
- Sample Contract – Attachment A – Insurance

CERTIFICATION OF NON-COLLUSION and CERTIFICATION OF TAX COMPLIANCE

As required under Chapter 687 of the Acts of 1989, all bidders must certify to the following by signing this page in the space indicated below.

CERTIFICATION OF NON-COLLUSION

Pursuant to M.G.L. Ch. 30B, §10, the undersigned hereby certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without fraud or collusion 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 individual submitting bid or proposal)

(Name of Business)

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the Respondent is in compliance with all laws of Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Identification Number

Corporate Name

Company

Address

Phone Number

(Authorized Signature of individual submitting bid or proposal)

(Name and Title)

Date

Form RCB-1

References and Company Background

Name and Address of Proposer _____

_____ Indicate
the number of years the firm has been in business. _____

Indicate the number of years the firm has been providing services to municipalities. _____

Provide at least four references of persons who are familiar with your work. The Town of Townsend is to have express permission to contact either in person, by phone/or correspondence as to past performance. **Include Name, Address, and Telephone Number with area code and email address.**

1. _____

2. _____

3. _____

4. _____

Signature for Individual

Name of Company

Telephone Number

Address

City, State, Zip Code

Email Address

Name/Title of Authorized Individual

Fax Number

Signature for Partnerships (must be signed by ALL general partners)

Use additional sheet if necessary.

Name of Partnership

Date

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Telephone Number of Company Offices

Fax Number of Company

Address

City, State, Zip Code

Email Address of Person Submitting Bid

Signatures for Corporation or Limited Liability Company

Name of Corporation or Limited Liability Company

Date

Printed Name and Title of Duly
Authorized Company Officer
Corporate Seal (affix below)

Signature

Telephone Number

Fax Number

E-Mail Address

Address

City, State, Zip Code

FID Number Signature of Clerk

Please furnish the following additional information:

Organized in what state? _____

President: _____

Treasurer: _____

Secretary: _____

(For LLCs) Manager: _____

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03?*

*If you are selected for this work, you are required to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Townsend before award.

SAMPLE CONTRACT

TOWN OF TOWNSEND, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this XXth day of XX, 2023 by and between the TOWN of TOWNSEND, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at Town Hall, 272 Main Street, Townsend, Massachusetts, 01469 hereinafter referred to as the "TOWN", and OWNER'S PROJECT MANAGER, a _____ having a usual place of business at LOCATION, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the TOWN invited the submission of proposals for Owner's Project Manager services in connection with the Town's Water Treatment Plant Project ("the Project"); and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the Request for Qualifications and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. The Work. The Work consists of performing the services outlined in the Request for Qualifications and the CONTRACTOR's Proposal dated DATE.
3. Term of Contract. This Agreement shall be in effect from the date of this agreement through DATE.
4. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Proposal Price is: NEGOTIATED FEE.
5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice, subject to verification that the services invoiced were in fact fully and satisfactorily performed.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, subject to the availability of a sufficient appropriation, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. Insurance.

A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set out in Attachment A.

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and 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 upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. Termination.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work 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 Agreement 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 such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless 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 Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or causes of action that the TOWN may have against the CONTRACTOR up to the date of such termination. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of

said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. **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 CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. **Successor and Assigns.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. **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 Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. **Notice.** Any and all notices, or other communications required or permitted under this Agreement, 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 or 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.
16. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. **Governing Law.** This Agreement shall be governed by, construed 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 Agreement. Any legal action arising under this Agreement shall be brought exclusively in the state courts of the Commonwealth of Massachusetts sitting in Essex County, each party hereby agreeing to be subject to the personal jurisdiction of such courts. Both parties hereby waive any right to trial by jury with respect to any claim or counterclaim arising hereunder or in connection herewith.
18. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation

is available in the amount of this Contract.

TOWN OF TOWNSEND, MA

By its: Town Administrator

Town Accountant

CONTRACTOR NAME.:

(Signature)

(Name and Title)

SAMPLE CONTRACT

ATTACHMENT A – INSURANCE

General Liability & Automobile Coverage Requirements: *All other Service Projects:*

a. Commercial General Liability

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate :	\$2,000,000
Fire Damage Legal Liability:	\$100,000

b. Automobile Liability

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability:	\$1,000,000

- c. Worker's Compensation, as required by Massachusetts State statutes.
- d. The "Town of Townsend" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Massachusetts with a Best rating of no less than A:VII.
- f. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Administrator, Town of Townsend, 272 Main Street, Townsend, Massachusetts 01469.
- g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

