



Town of West Springfield
Municipal Office Building
acting through the Planning & Construction Committee



REQUEST FOR QUALIFICATIONS
(RFQ # 14-0040)
&
CONTRACT AGREEMENT
FOR
DESIGNER SERVICES
MUNICIPAL OFFICE BUILDING
3RD FLOOR RENOVATIONS

**TOWN OF WEST SPRINGFIELD
REQUEST FOR QUALIFICATION (RFQ #14-0040)
DESIGNER SERVICES
MUNICIPAL OFFICE BUILDING 3RD FLOOR RENOVATIONS**

PROJECT DESCRIPTION:

The Town of West Springfield, acting through its Planning and Construction Committee (PCC) and the Mayor's Office, is seeking qualified and experienced architects to complete a feasibility study and design services for renovations and improvements to the Municipal Office Building 3rd Floor (the "Project"). The existing space shall be analyzed for the program needs of the West Springfield Police Department (WSPD) and the West Springfield Public School Department (WSPS), building conditions, and projected project costs. The results of this analysis shall document the present needs of the departments, document code deficiencies, and provide estimated renovation costs.

GENERAL INFORMATION:

The J. Edward Christian Municipal Office Building (the "MOB") is located at 26 Central Street in West Springfield. The area of the 3rd floor of the MOB that requires renovation is approximately 14,000 square feet. A portion of this space is currently temporarily occupied by the West Springfield Police Department and the remaining portion is currently unoccupied.

Please refer to attached plan (Exhibit A) that provide a general outline and location of the work to be performed within the project.

BRIEFING SESSION - MANDATORY:

A **MANDATORY** briefing session and site walkthrough will be held at the at Municipal Office Building at 26 Central Street, West Springfield, MA on June 17, 2014 at 11:00 a.m. All interested parties shall meet in the first floor lobby.

SCOPE OF SERVICES:

Upon Receipt of a Notice to Proceed, the designer's services shall include but is not limited to the following:

1. Meet with the Mayor, Police Department, School Department, and the Planning & Construction Committee to review the overall project goals, outline a project approach and establish a schedule. From the initial meetings, the designer shall summarize the project; develop a list of tasks and responsibilities for both the designer and Town needed to complete the project.
2. The project shall be conducted in two or three phases. The first phase shall include the building analysis, development of the building program for the Police Detective Bureau and School Department, development of renovation options, and cost estimating of all options. The second (and third phase) shall include proceeding with the approved option

into construction documents, bidding, and construction. Any work beyond the first phase shall only proceed with the approval of the Mayor and be subject to funding. The actual renovations under this Project may need to be completed in 2 distinct phases. The unoccupied space, which will become the new facilities for the WSPD Detective Bureau, needs to be completed first in order to ensure continuity of operations for the Detective Bureau. Once the Detectives have moved into the newly renovated area, the remainder of the 3rd floor of the MOB needs to be renovated into offices for the West Springfield School Department. The construction phase bidding may have to be completed in two phases.

3. During Phase I the designer shall be responsible to provide the following services:
 - A. Meeting with the Mayor (or his designee), the West Springfield Police Department, and the West Springfield School Department to develop schematic design solutions for the project. The designer shall be responsible to conduct the meetings and provide minutes.
 - B. Evaluate the existing area and perform an analysis of the area to identify the building issues and each department's needs. Analysis to include architectural, structural, mechanical, plumbing, electrical, and HVAC, by licensed architects and engineers.
 - C. Develop a design solution to achieve the project goals of each department (Police and School) for a newly renovated space with a cost estimate.
 - D. Present the approved schematic design solution and cost estimate to the PCC at one of the committee's regularly scheduled meeting. Meetings are held on the first & third Tuesday at 7:00 pm.
 - E. Upon approval of the PCC and the Mayor (or his designee), proceed through the completion of contract drawings and specification for public bidding and ultimately construction of the project.
4. After approval of the Mayor to proceed in Phase II, the designer shall prepare construction documents conforming to MGL Chapter 149 bidding regulations. The construction documents shall include all information required to accurately document the scope of work to bidders. The designer may be required to prepare documents for two separate construction bidding phases. The construction documents shall include any alternates and units prices necessary to complete the agreed upon scope of work at the project budget.
5. The designer shall assist the West Springfield Planning & Construction Committee and Town Officials with all aspects of the public bidding process, evaluate the bids received, verify references and provide a written recommendation for the award of the contract. The bidding process for this Project may be completed in two separate phases and, if so, the designer shall assist in both phases.
6. The designer shall be responsible for construction administration services. Construction administration services shall include, but are not limited to, site inspections of the work,

conducting weekly job meetings, processing shop drawings, answering RFI's, coordination of testing as needed and administer correspondence to complete the project.

All aspects of proposed improvements must comply with all state codes, including but not limited to: 780 CMR Massachusetts State Building Code, 521 CMR Massachusetts Access Code and the Americans with Disabilities Act. All amenities will be designed to fully accommodate individuals with disabilities

PROPOSAL FORMAT:

Each design Consultant is asked to submit ten (10) copies of their proposal which will include at least the following elements:

- A. Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (2014).
- B. A short narrative demonstrating the Consultant's understanding of the project and an outline of the steps involved in planning and implementing a successful building renovation project. Include information on the design team which will be assigned to this project and the resumes of the individuals who make up the team. Provide a resume of each team member that will be assigned to the project.
- C. Certificate of Non-Collusion & Tax Compliance Certification

DEADLINE FOR PROPOSALS:

Ten (10) copies of the proposal in the required format should be delivered in person or by mail in a sealed envelope to:

Sandra Wrona
West Springfield Municipal Office Building
Municipal Finance Office – Accounting Division Office
26 Central Street, Suite 1
West Springfield, MA 01089

All copies of the proposals and packaging shall be clearly marked as follows:

REQUEST FOR QUALIFICATION - DESIGNER SERVICES
MUNICIPAL OFFICE BUILDING 3RD FLOOR RENOVATIONS

Proposals must be submitted by June 25, 2014 at 11:00 a.m.
Late proposals will not be accepted.

All questions regarding this RFQ should be placed in writing and directed to Sandra Wrona by email at swrona@west-springfield.ma.us no later than 1:00 p.m. on June 19, 2014.

DESIGN COMPLETION DATE:

All project design and bid document compilation work is expected to be completed within 45days after the Notice to Proceed is issued.

DESIGN FEE:

Once the top ranked finalists have been chose, the contract fee will be negotiated. The finalist must be able to submit the fee proposal within three (3) working days of being notified by the Town. The design fee will not exceed \$20,000 for Phase I. The designer fees shall include all consultant fees, travel expenses, progress printing, office expenses and materials and equipment expenses.

PROJECT COST ESTIMATE:

Estimated cost to complete the full scope of work is unknown at this time. The Town officials shall determine the size of the project, scope and potential phasing when the feasibility cost estimate is provided by the designer.

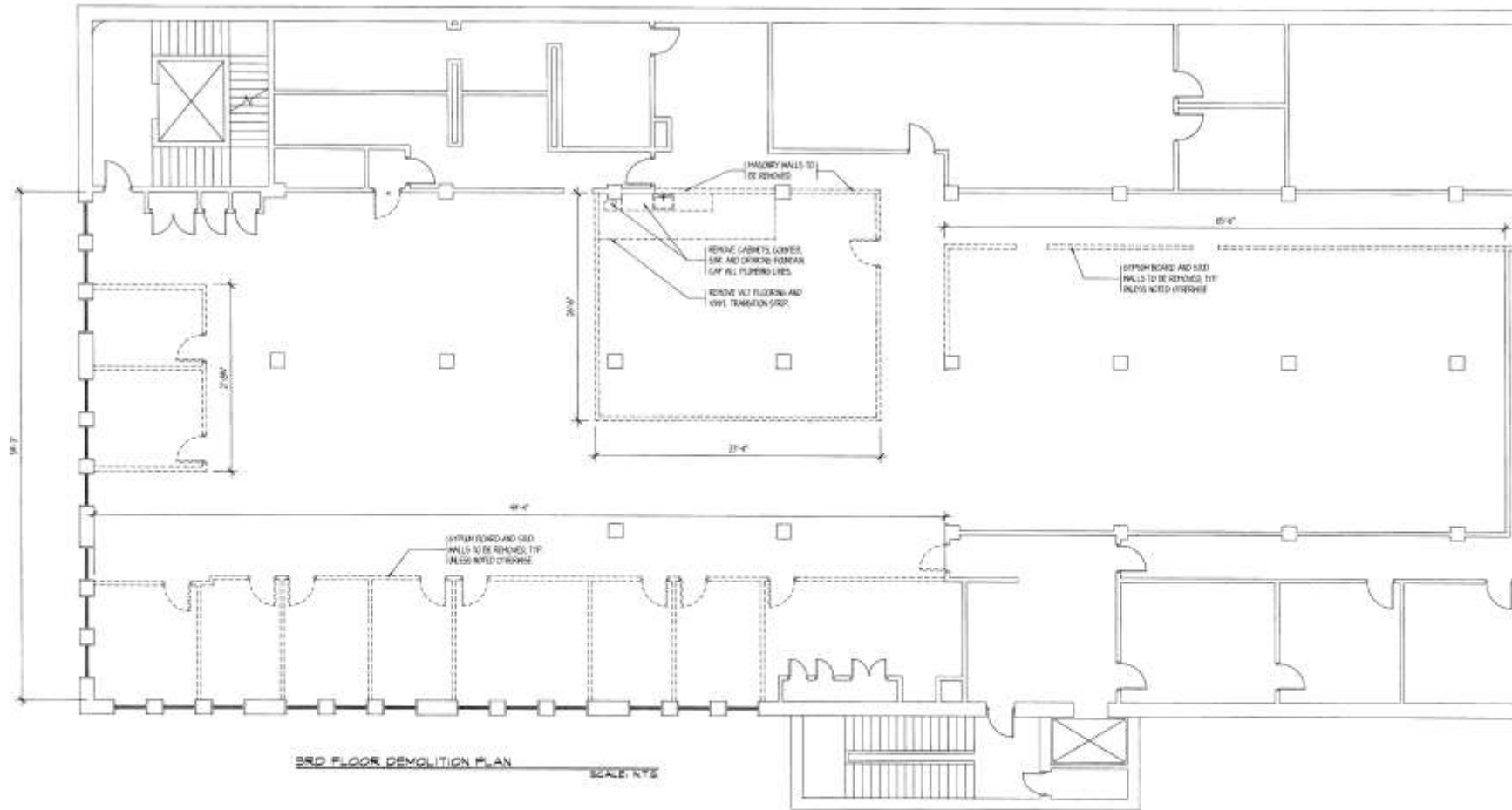
SELECTION CRITERIA:

1. Experience of the Consultant with publicly bid projects of similar size and complexity. The designer shall provide a detailed description of a minimum of five (5) similar projects completed within the last five years. The description shall include the project name, location, year completed, estimated construction cost, final construction cost and contact information of the owner as a reference. Identify the firm's designers that completed the project.
2. Experience of Consultant's design team including the individuals who will be assigned to this project. A resume of members of the design team assigned to the project must be provided.
3. Ability of Consultant to start the design process immediately after the Notice to Proceed and complete the work within a 45 day time limit.

DESIGNER SELECTION:

The West Springfield Planning & Construction Committee will evaluate all proposals and may choose to interview a short list of Consultants. The Committee will send their recommendations to the Mayor as to the ranking of design Consultants. The Mayor, in his capacity as Chief Procurement Officer, will make the final decision on the chosen design Consultant.

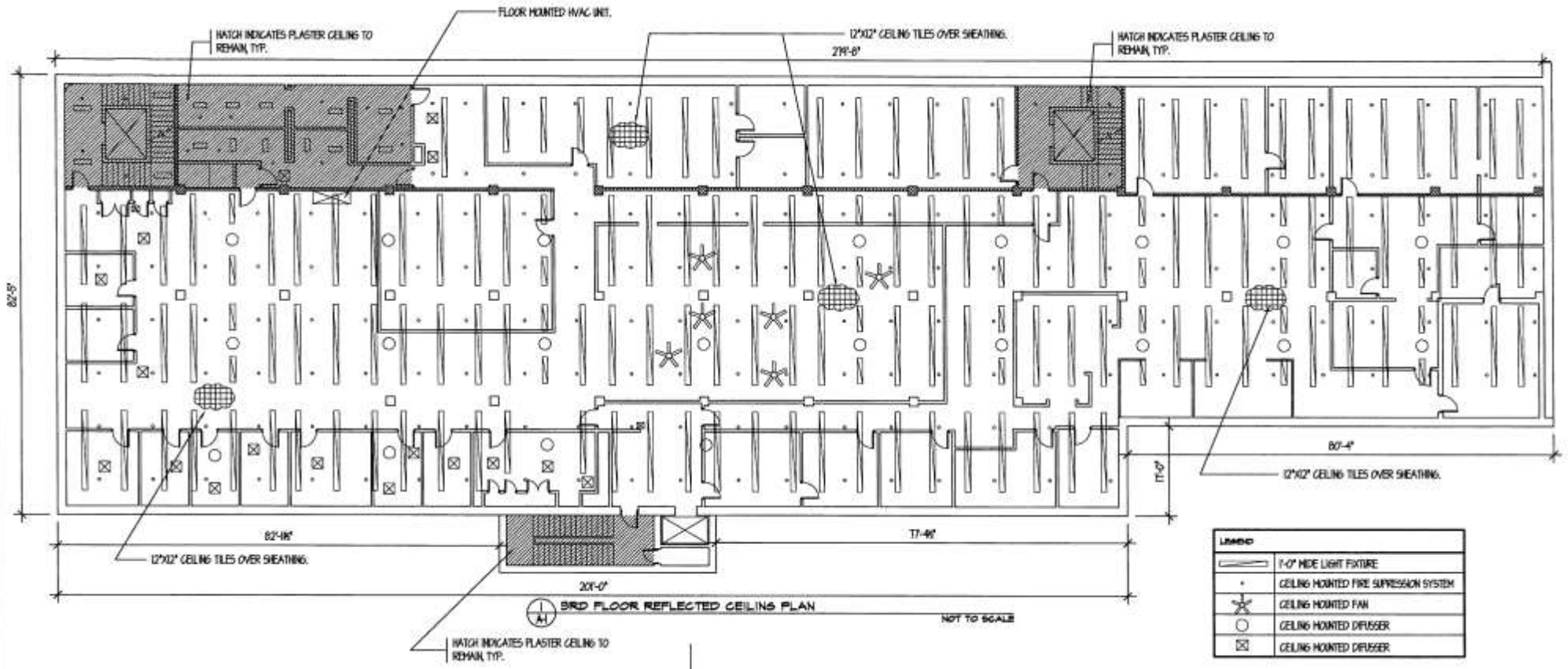
EXHIBIT A
3rd Floor – Floor Plan



DEMOLITION LEGEND

	- EXISTING WALL TO BE REMOVED
	- EXISTING WALL TO REMAIN
	- EXISTING CONSTRUCTION TO BE REMOVED

EXHIBIT A 3rd Floor – Ceiling Plan



COLLUSION OR FRAUD STATEMENT

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.

(DATE)

(NAME OF PERSON SIGNING BID OR PROPOSAL)

(NAME OF BUSINESS SIGNING BID OR PROPOSAL)

(SIGNATURE)

(ADDRESS)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

TAX COMPLIANCE CERTIFICATION

PURSUANT TO M.G.L. C.62C, 49A, I CERTIFY UNDER THE PENALTIES OF PERJURY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM IN COMPLIANCE WITH ALL LAWS OF THE COMMONWEALTH RELATING TO TAXES, REPORTING OF EMPLOYEES AND CONTRACTORS, AND WITH WITHHOLDING AND REMITTING CHILD SUPPORT.

(DATE)

(NAME OF PERSON SIGNING BID OR PROPOSAL)

(NAME OF BUSINESS SIGNING BID OR PROPOSAL)

(SIGNATURE)

(ADDRESS)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

CERTIFICATE OF CORPORATE AUTHORITY

THE PRINCIPLE, OFFICER OR PERSON TO SIGN BELOW PLEDGES OF UNDER PENALTIES OF PERJURY, THAT HE OR SHE HAS BEEN DESIGNATED BY THE OWNER(S) OR THE BOARD OF DIRECTORS OF THE BELOW NAMED FIRM AS AN AUTHORIZED REPRESENTATIVE.

(DATE)

(NAME OF PERSON SIGNING BID OR PROPOSAL)

(NAME OF BUSINESS SIGNING BID OR PROPOSAL)

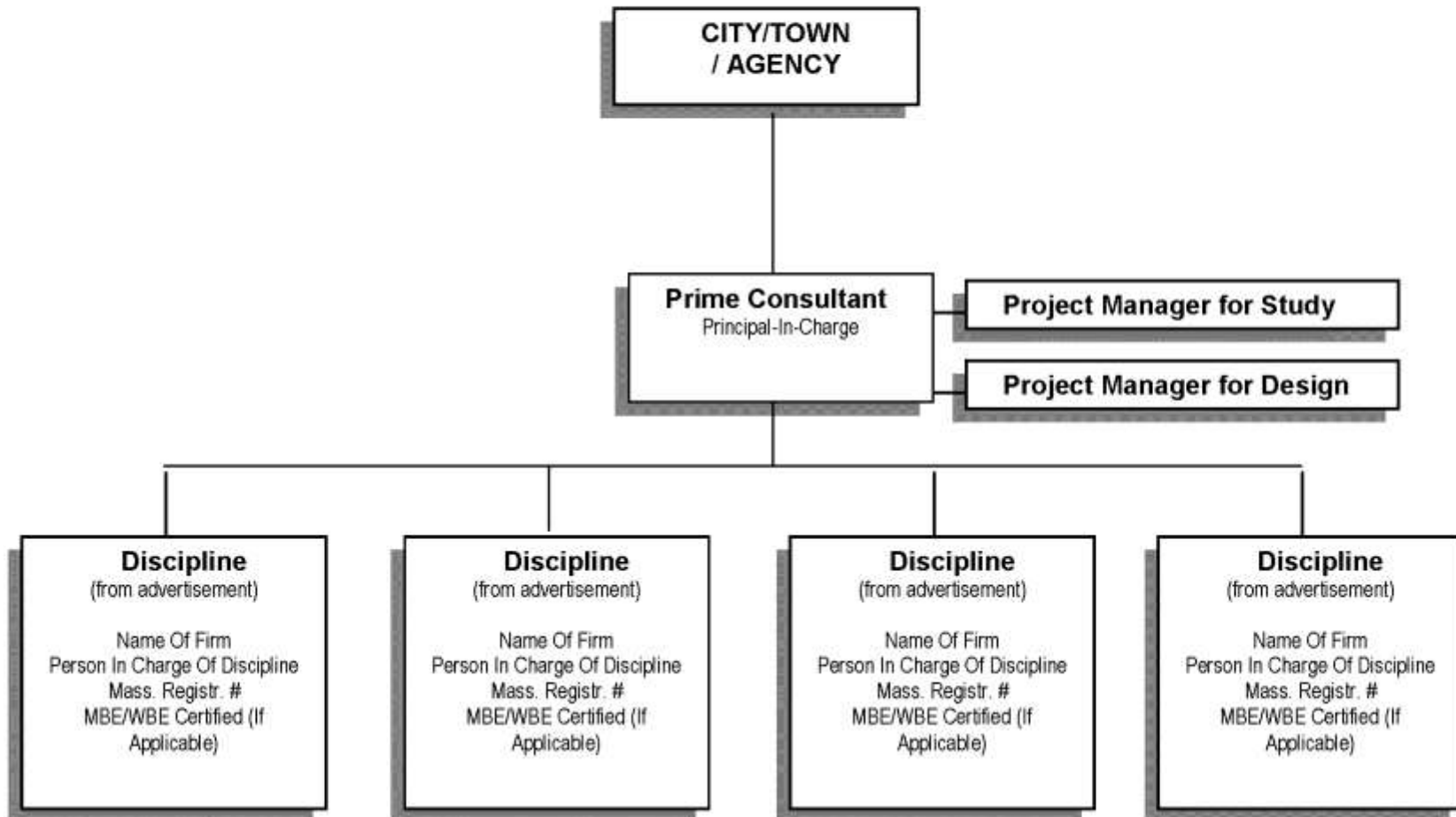
(SIGNATURE)

(ADDRESS)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)	1. Project Name/Location For Which Firm Is Filing:	2. Project #	
	This space for use by Awarding Authority only.		
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)		
3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:		
3c. Federal ID #:	3g. Name and Address Of Parent Company, If Any:		
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: Telephone No: Fax No.:	3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (MWBE) <input type="checkbox"/>		
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):			
Admin. Personnel _____ (_____)	Ecologists _____ (_____)	Licensed Site Profs. _____ (_____)	Other _____ (_____)
Architects _____ (_____)	Electrical Engrs. _____ (_____)	Mechanical Engrs. _____ (_____)	_____ (_____)
Acoustical Engrs. _____ (_____)	Environmental Engrs. _____ (_____)	Planners: Urban./Reg. _____ (_____)	_____ (_____)
Civil Engrs. _____ (_____)	Fire Protection Engrs. _____ (_____)	Specification Writers _____ (_____)	_____ (_____)
Code Specialists _____ (_____)	Geotech. Engrs. _____ (_____)	Structural Engrs. _____ (_____)	_____ (_____)
Construction Inspectors _____ (_____)	Industrial Hygienists _____ (_____)	Surveyors _____ (_____)	_____ (_____)
Cost Estimators _____ (_____)	Interior Designers _____ (_____)	_____ (_____)	_____ (_____)
Drafters _____ (_____)	Landscape Architects _____ (_____)	_____ (_____)	Total _____ (_____)
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No			

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question #6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not)	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
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12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg #	Status/Discipline	Name And Title	% Ownership	MA. Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by _____ Printed Name and Title _____ Date _____
 (Signature)

TOWN OF WEST SPRINGFIELD
CONTRACT & GENERAL CONDITIONS

#

(Contract Number)

Date:

This Contract is entered into on, or as of, this date by and between the Town of West Springfield acting through its Planning & Construction Committee (the "Town"), and

("Contractor")

(Mailing Address of the Contractor)

(Telephone)

(FAX)

(Website)

1. This is a Contract for the procurement of the following:

2. The Contract price to be paid to the Contractor by the **Town of West Springfield** is:

3. Payment will be made as follows:

4. Definitions:

4.1 Acceptance: All Contracts require proper acceptance of the described good or services by the Town of West Springfield. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

- 4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications Included in IFB, Drawings, and all Addenda issued during the bidding period. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 4.3 The Contractor: The "other party" to any contract with the Town. The term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract, Use of the term "Contractor" shall be understood to refer to any other such label used.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies, or Materials.
- 4.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both

5. Terms of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor on or before _____ unless extended pursuant to a provision for extension contained in the Contract Documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the Contract Documents are of the essence of the Contract.

6. 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.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid by the Contractor.

8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of West Springfield shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance and the right select among the remedies available to it by all of the above.

9. Statutory Compliance:

9.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including but not limited to the following:

General Laws Chapter 30B: Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, et seq: Public Works Contracts.

General Laws Chapter 149, Sec. 44A, et seq: Public Buildings Contracts.

9.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of this Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising there from.

9.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal Bylaw and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply will all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of West Springfield, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

10. Conflict of Interest:

Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

11. Certification of Tax Compliance:

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A, (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Debarment:

The Town (as a non-federal entity) is prohibited from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred (Excluded Parties List System). The Contractor, by executing the Contract, certifies that it is not currently debarred or suspended by the Commonwealth of Massachusetts, or the Federal Government, under any Commonwealth or Federal Law or regulation. Furthermore, if, during the duration of this contract, the Contractor becomes suspended or debarred, the Contractor shall notify the Town via registered mail of this occurrence.

13. Discrimination:

The Contractor will carry out the obligation of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination,) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

14. Assignment:

Assignment of this Contract is prohibited, unless assignment is provided for expressly in the Contract Documents.

15. Condition of Enforceability against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Mayor as Chief Procurement Officer or his/her designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of West Springfield unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 4.6 of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

16. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of West Springfield shall be individually or personally liable on any obligation of the Town under this Contract.

17. Notice:

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 of the Contract, and to the Town of West Springfield, Town Hall, 26 Central Street, West Springfield, Massachusetts.

18. Binding on Successors:

This Contract shall be binding upon the Contractor, its assignees, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

19. Complete Contract:

This instrument together with its endorsed supplements, and the other components of the Contract Documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

20. Contract Type Supplements:

The foregoing provisions apply to all contracts to which the Town of West Springfield shall be a party. One of the following "**Supplements**" **must be** "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

() Goods Supplement "G" Applicable to Contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B).

(X) Services Supplement "S" Applicable to Contracts for the procurement of Services, (governed by the provisions of General Laws Chapter 30B).

() Construction Supplement "C" Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works (governed by the provision of General Laws Chapter 30B);

(2) Public Buildings (governed by the provision of General Laws Chapter 149, Sec. 44A, et seq.); and

(3) Public Works (governed by the provisions of General Laws Chapter 30, Sec. 39M, et seq.).

SUPPLEMENT "S"

1. This form supplements the Town of West Springfield, "Contract and General Conditions," and applies only to contracts for the procurement of services.
2. "Services" shall mean the furnishing of labor, time, or effort by the contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

3. Change Orders:

Change orders may not increase the quantity of services by more than (25.0%) per cent, in compliance with General Laws Chapter 30B, Sec. 13.

4. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Section 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 to 27D (Prevailing Wage), as shall be in force and as amended. Contractor will provide documentation of compliance with prevailing wage law to the Town.

5. Indemnification:

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

- 5.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expense, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

- 5.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to nonexecution of the work or at any time due to defective work or materials.
- 5.3 In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 5.4 The obligations of the Contractor under this paragraph shall not extend to the liability of the Town, its agents or employees, arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.
- 5.5 The intent of the Specifications regarding insurance to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

5.6 The contractor shall maintain, during the term of this Contract, a policy of workman's compensation insurance, if required by law to maintain the same and shall provide evidence of said insurance to the Town prior to beginning of performance.

Dated: _____

By: _____
 The Town of West Springfield
 Chief Procurement Officer/Mayor

By: _____
 Town Accountant/Chief Financial Officer
 Certified as to Appropriation

By: _____
 Town Attorney
 As to Form

The Contractor by: _____