



REQUEST FOR PROPOSALS

TOWN OF WEBSTER

ON-CALL TOWN REPAIR SERVICES

September 22, 2015

CONTENT

1. Introduction	Page 3
2. Response Requirements	Page 3
3. Submission Requirements	Page 6
4. Qualifications	Page 6
5. Comparative Evaluation Criteria	Page 6
6. Selection Process	Page 7
7. Technical Proposal Form	Page 9
8. Certificate of Authority	Page 12
9. Similar Project Work	Page 13
10. Certificate of Non - Collusion	Page 14
11. Certificate of Non - Discrimination	Page 15
11. Public Contracts – Debarment	Page 16
12. Price Proposal	Page 17

Attachments:

Goods and Services Agreement (Sample)

1. INTRODUCTION

The Town of Webster, on behalf of the Board of Selectmen of the Town of Webster, is seeking formal proposals from qualified firms to provide on-call services for repair of building and treatment facilities. Work may include, but is not limited to, building and facility electrical, plumbing, mechanical, and/or HVAC systems and controls. The Town will require the selected firms to provide these services for a period of one year with options at Town discretion for annual negotiated extensions up to ten years.

There are five individual categories of services being sought. Each category will be evaluated independently and one firm will be selected for each. The same firm may be selected for more than one category. The follow lists the categories of services:

- A. Major Electrical – including but not limited to high voltage motor and equipment at sewer and water treatment plants and pump stations.
- B. Minor Electrical – including but not limited to lighting and electrical services within various Town owned buildings and facilities.
- C. Mechanical – including but not limited to pump, valve, motor and equipment at water and sewer treatment plants and pump stations.
- D. Plumbing – including but not limited to water, sewer, gas, and drain pipes within various Town owned buildings and facilities.
- E. HVAC – including but not limited ducts, condensers, thermostats, furnaces, vents, air conditions, and controls.

Responses are due in the Office of the Town Engineer, 350 Main Street, Webster, MA 01570 on **October 15, 2015 by 1:00 PM** at which time non-price proposals will publically open and read aloud. The Town of Webster reserves the right to enact a non-award condition. Opening of the pricing responses is not public. The responses must be submitted in a separately sealed envelope, so marked; this envelope shall contain two separate envelopes, one for a pricing response and the second for a technical response. The pricing response will require 1 hard copy. The technical responses will require **3** hard copies. **No reference to pricing fees in the technical response will be accepted.** Failure to comply with this requirement will cause the response to be removed from consideration.

An interview may be requested with any respondent during the evaluation of the responses. Respondents may be interviewed at Town Hall, 350 Main Street, Webster, MA. The Town of Webster reserves the right to reject any or all responses.

2. RESPONSE REQUIREMENTS

This proposal request is solicited to the general public and contract will be awarded to the selected proposer pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws, and subject to approval by Town of Webster, MA.

Certification of Non-Collusion and Tax Attestation Form

All proposers wishing to submit proposals must sign the attached form, which incorporates both an attestation clause and a certificate of non-collusion. **The signed form must be submitted with the technical proposal package.**

Corrections

Erasures or other changes in the proposal must be explained or noted over the signature of the submitter.

Conflict of Interest

The proposer agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of the General Laws concerning conflict of interest. The proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance under the agreement.

No employee of the Town of Webster, MA and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested or have any financial interest, direct or indirect, in this agreement or the proceeds thereof.

Signature

All proposals shall be complete, factual, and signed by an authorized individual of the proposer's company on the appropriate page(s).

Ability and Experience

The Town of Webster, MA will not award a contract to any proposer who cannot furnish satisfactory evidence of its ability and experience.

The Town of Webster, MA may make such investigations as it deems necessary to determine the above and a proposer shall furnish information requested in this regard and shall furnish it under oath if required.

Contract for Services

The contract(s) for services shall be as shown in the attachment provided herewith.

The Town of Webster, MA reserves the right to reject any and all proposals, or to waive any informality in the proposal process, if deemed in best interest of the Town of Webster, MA.

1. Sealed proposals will be received in the Town Engineer Office, Town Hall, 350 Main Street, Webster, MA, on or before October 15, 2015 at 1:00 PM. No proposals will be accepted after the time and date specified. The Proposer must submit their Technical Proposal and Price Proposal in separate sealed envelopes bearing on the outside the name and address of the Proposer, Proposal Title and addressed to the Town Engineer. The Technical Proposal must be properly filled out, signed, sealed and endorsed: "**On-Call Town Repair Services - Technical Proposal – (cite the specific category of work).**"

The Price Proposal must be properly filled out, signed, sealed and endorsed: "**On-Call Town Repair Services - Price Proposal – (cite the specific category of work).**"

Telephone responses and faxed or emailed replies will not be accepted. No responsibility shall be attached to any person or persons for the premature openings of proposals not properly marked.

2. Proposals that are incomplete, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected as non-responsive.
3. The Proposer will be bound by all applicable statutory provisions of law of the Federal Government, Massachusetts and of the Town of Webster, MA. Certificates of all required insurances will be required prior to executing a contract.
4. All submitted proposals and associated price quotes must be guaranteed to the Town of Webster, MA for the term of any awarded contract.
5. Purchases made by the Town of Webster, MA are exempt from the payment of Federal Excise Taxes and State Sales Tax; any such taxes must not be included in the quoted price.
6. The technical and price proposals shall constitute part of any awarded contract.
7. The proposal for this work must cover all contingencies, including all labor, materials, permits, equipment, mobilization and demobilizing necessary for the performance of the services required by the Town of Webster, MA.
8. If proposers have any questions to ask about specifications or terms of this Request for Proposal, they must be made at least 5 business days prior to submission deadline. Questions need to be addressed to, Town Engineer and should be emailed to Town Engineer/Planner, Scott D. Charpentier, P.E., scharpentier@webster-ma.gov. Answers will be in the form of an

addendum. No further consideration will be given after the proposal opening. A proposer may correct, modify or withdraw a proposal by written notice received by the Town Administrator, prior to the time and date set for receiving of all proposals.

9. Insurances shall be as defined in the attached sample agreement.

3. SUBMISSION REQUIREMENTS

All Technical Proposals shall contain the following:

1. A fully completed copy of the Technical Proposal Form.
2. A fully completed Certificate of Authority (Corporations Only) signed by authorized officials of the firm.
3. A list of at least four similar jobs which the firm has successfully completed, giving the name and address of these projects as well as a contact person for whom the work was done. See Similar Project Work form provided.
4. A fully completed Certificate of Non-Collusion signed by an authorized official of the firm.
5. A fully completed Certificate of Non-Discrimination signed by an authorized official of the firm.
6. A fully completed Public Contracts-Debarment form signed by an authorized official of the firm.

All Price Proposals shall contain a fully completed Price Proposal Form.

4. QUALIFICATIONS

The Town of Webster seeks firms that can provide the services listed herein. Each firm must present its ability to provide all of the services listed in their respective category.

5. COMPARATIVE EVALUATION CRITERIA

Each of the following questions pertains to requirements listed in this RFP. These questions will be applied to all Technical Proposals submitted. Each question will receive one rating of either Highly Advantageous, Advantageous, Not Advantageous or Unacceptable. The rating each question receives will be used to compile a composite rating for each Proposal, to be used in the Selection Process segment of this RFP. **If any question receives a rating of "Unacceptable" that proposal will be REJECTED.**

Question #1: References

Highly Advantageous, References are of uniformly high quality all of which would hire again.

Advantageous, References are generally good with minor reservations to rehire.

Not Advantageous, References have raised serious questions regarding quality of workmanship or fairness.

Unacceptable, References are of such low quality as to provide no confidence in ability to perform.

Question #2: Experience

Highly Advantageous, Has provided all cited qualifications for greater than 20 years.

Advantageous, Has provided all cited qualifications for between 16 and 20 years.

Not Advantageous, Has provided all cited qualifications for between 10 and 15 years.

Unacceptable, Has provided all cited qualifications for less than 10 years.

Question #3: Location/Ability to Respond to Emergency Situation

Highly Advantageous, Location of business and/or equipment yard is within 15 miles of the Town of Webster.

Advantageous, Location of business and/or equipment yard is between 16 and 35 miles from the Town of Webster.

Not Advantageous, Location of business and/or equipment yard is between 36 and 50 miles from the Town of Webster.

Unacceptable, Location of business and/or equipment yard is greater than 50 miles from the Town of Webster.

Question #4: Price

Highly Advantageous, Price provided is the lowest responsive.

Advantageous, Price provided is not lowest responsive but is deemed responsive and competitive to lowest responsive.

Not Advantageous, Price provided is responsive but not competitive with lowest responsive.

Unacceptable, Price is either not responsive or not provided.

Question #5: Municipal Service Contracts

Highly Advantageous, Has or is engaged in greater than 15 Municipal contracts.

Advantageous, Has or is engaged in greater than 10 but less than 15 Municipal contracts.

Not Advantageous, Has or is engaged in greater than 5 but less than 10 Municipal contracts.

Unacceptable, Has or is engaged in less than 5 Municipal contracts.

6. SELECTION PROCESS

As a result of this RFP, the Town of Webster intends to identify finalist(s) from the proposals received. The Town will review all proposals and rate each of the Comparative Selection Criteria questions and assign a composite rating for each proposal. Background checks, requests for additional information and interviews will be performed as needed.

The Town will determine which firms offer the most advantageous proposal, taking into consideration all required qualifications, submission requirements and comparative selection criteria set forth in the RFP, as

well as price. Emphasis in selection of firms will be placed on the chosen firm's level of experience, qualifications, experience of personnel to be assigned, on-going success/satisfaction rate of other clients/contracts on similar current and past projects and overall experience within this category of work.

This Request for Proposal does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any services of any kind.

In the evaluation of any or all proposals, the Town, at its discretion, may obtain technical support from outside sources. The Proposers will agree to fully cooperate with the personnel of such outside sources in the evaluation of their proposal. Failure to cooperate may result in the rejection of your proposal.

The evaluation process will include each response being reviewed by the Town. Those responses that meet all of the minimum requirements as outlined in the RFP, and are determined to be both responsive (those that offer all of the services requested in the identified RFP category of work and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under contract) will be further reviewed using the comparative criteria outlined in this section.

The Town of Webster will evaluate all proposals based upon the above criteria and will select the proposals deemed to be in the best interest of the Town. The Town will not necessarily select the proposals that offer the lowest prices if the other criteria set forth are deemed to be more advantageous to the Town.

If the Town of Webster determines that none of the proposals received are from viable vendors, or offers a level of services or experience that is in the best interest of the Town, in regard to price and required minimum qualifications, then all proposals will be rejected; this Request for Proposal will be cancelled and no purchase will be made.

(TO BE RETURNED WITH THE TECHNICAL PROPOSAL)

Technical Proposal Form

To the Town of Webster, MA, herein called the Owner, acting through its **Town Administrator**, for the purchase of **On-Call Town Repair Services**.

Proposers' attention is called to Chapter 30B of the Massachusetts General Laws. In connection with this statute, Proposer is required to submit the following information and any other information deemed necessary by the Proposer. All of the following information regarding the Proposer must be completed:

Identify which category of work this Technical Proposal is for by noting "X" adjacent the title:

- _____ Major Electrical
- _____ Minor Electrical
- _____ Mechanical
- _____ Plumbing
- _____ HVAC

Please indicate business type by placing an X next to the appropriate category:
 (A foreign corporation is required to submit its' certification of corporation from the State Secretary's Office.)

Corporation	Partnership	Proprietorship
If a Corporation	_____	_____
Full Legal Name	_____	_____
State of Incorporation	_____	_____
If a Partnership	_____	_____
Full Legal Name	_____	_____
If a Proprietorship	_____	_____
Name of Owner or d/b/a	_____	_____
Principal Place of Business	_____	_____
Place of Business in MA	_____	_____
Business Mailing Address	_____	_____
Telephone Number w/ extension:	_____	_____
Licensed to do business in Massachusetts	Yes? _____	No? _____

Give full names and titles of all the persons and parties interested in the foregoing proposals.
 (Note: give first and last names in full; in cases of corporations, give names of President, Treasurer and Manager; and in cases of partnerships give names of the individual partners.)

Name	Title
_____	_____
_____	_____
_____	_____

If this proposal shall be accepted by the Town of Webster, MA, and the undersigned shall fail to contract as aforesaid within ten (10) days after notice of award (not including Saturdays, Sundays or Legal Holidays) from the Town of Webster, MA to him, according to the address given herewith, that the contract is ready for signature, The Town may by option determine that the Proposer has abandoned the contract and thereupon the Town of Webster, MA has the option to award the contract to another proposer.

I/we certify under the penalties of perjury that to the best of my/our knowledge and belief, I/we have filed all state tax returns and paid all state taxes required under law.

The undersigned certifies under penalties of perjury that this proposal is made in good faith and 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. The undersigned certifies that no official or employee of the Town of Webster, MA is pecuniary interested in this proposal or in the contract which the Proposer agrees to execute or in expected profits to arise therein.

The undersigned as Proposer declares that the only parties interested in this proposal as principals are named herein; that the Proposer has carefully examined the specifications therein referred to; and they propose and agree that if this proposal is accepted they will contract with the Owner in accordance with the specifications, to provide all necessary work to be done and also furnish all the materials specified in the manner and time prescribed and according to the requirements as set forth; and that they will take in full payment the sum(s) as offered in this proposal.

Social Security Number or Federal ID Number

Type Name of Person Signing Proposal

Date

Signature

Company Name

Title

Street Address

CERTIFICATE OF AUTHORITY
(Corporations Only)

At a duly authorized meeting of the Board of Directors of the _____
held on _____ it _____
(Date) (Name of Corporation)

VOTED, That

(Name) (Officer)

of this company; be and hereby is 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.

Date Clerk

Corporate Seal

SIMILAR PROJECT WORK

1. Project Name: _____

A. Project Contact/Telephone Number: _____

B. Project Cost: _____

C. Project Description: _____

2. Project Name: _____

A. Project Contact/Telephone Number: _____

B. Project Cost: _____

C. Project Description: _____

3. Project Name: _____

A. Project Contact/Telephone Number: _____

B. Project Cost: _____

C. Project Description: _____

4. Project Name: _____

D. Project Contact/Telephone Number: _____

E. Project Cost: _____

F. Project Description: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the 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.

(Signature of person signing bid or proposal)

(Name of business)

CERTIFICATE OF NON-DISCRIMINATION

The undersigned hereby certifies that it will not discriminate against any employee or applicant for employment on the basis of race, color, creed, religion, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, or the handicap of a qualified handicapped person.

Name of Bidder

Signature of Authorized Agent

Print Name and Title of Authorized Agent

Date

PUBLIC CONTRACTS - DEBARMENT

Chapter 550, Acts of 1991

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date: _____

Name of Bidder: _____

By: _____

(Signature)

(Print Name and Title of Person Signing)

(Address)

(City, State & Zip Code)

(TO BE RETURNED WITH THE PRICE PROPOSAL)

PRICE PROPOSAL FORM

GENERAL

Work under this agreement may consist of one or all of those items outlined in this RFP. The exact scope and extent of the work is not known at this time.

All labor associated with the work of this RFP shall comply with the Commonwealth of Massachusetts Prevailing Wage Rates.

Sample scope of work our provided herein for price comparison purposes only. They do not constitute a contractual scope of work as their use is for RFP consideration only.

The total annual obligation for each category of work per contract shall be less than \$100,000 with no single scope of work exceeding \$25,000 unless otherwise mutually agreed upon.

Identify which category of work this Price Proposal is for by noting "X" adjacent the title and includes the appropriate "Sample Quote" page:

_____ Major Electrical

_____ Minor Electrical

_____ Mechanical

_____ Plumbing

_____ HVAC

I, as the representative of the below indicated company, have read all of the technical/service requirements of this Request for Proposal and hereby submit this price proposal as my submission in response to this RFP.

Signature of Authorized Agent

Printed Company Name

Printed Name & Title

(TO BE RETURNED WITH THE PRICE PROPOSAL)

SAMPLE QUOTE – MAJOR ELECTRICAL

Work to include installing new PLC and VFD for control on 25 horsepower sewerage pump. Location is from existing spare bucket on building MCC. Existing pressure transducer cable is 10 feet from pump. Power and 4-20mA control wiring to have separate conduits. All OSHA and NFPA safety standards to be followed. Work will include:

1. Install approximately 75 feet of wall mounted conduit from MCC to pump location, traveling thru 2 cinderblock walls.
2. Build unistrut support system extending from floor to ceiling to support VFD enclosure at pump location.
3. Install power and communication conduits for new wall mounted enclosure containing PLC 10 feet from pump.
4. Wire VFD for proper pump rotation.
5. Integrate VFD and transducer signal into PLC for efficient pump control.
6. Start-up and testing of system.
7. Provide 2 hours instruction to operations staff.

MAJOR ELECTRICAL QUOTE: _____

(TO BE RETURNED WITH THE PRICE PROPOSAL)

SAMPLE QUOTE – MINOR ELECTRICAL

Work to include installation of three new electric receptacles, replacement of ten lights, and routing of communication lines (phone and ethernet) to six new office locations:

1. Install up to 30 linear feet of surface mounted conduit to feed three new 20 amp surface mounted receptacles “jumped” from two existing receptacle locations including all wire, terminations, and testing;
2. Remove and dispose of ten existing 48 inch florescent lights and ballasts from suspended ceiling installation, install ten new 48 inch LED lights;
3. Route 2000 linear feet of new telephone and Ethernet line above suspended ceiling and drop within 10 foot high wall to ten new terminal locations;
4. Provide all appurtenances and incidentals necessary to satisfactorily complete the work.

MINOR ELECTRICAL QUOTE: _____

(TO BE RETURNED WITH THE PRICE PROPOSAL)

SAMPLE QUOTE – MECHANICAL

Work to include removal of existing 25hp close coupled horizontal centrifugal sewer pump and replacement with new 25hp close coupled horizontal centrifugal pump of different dimensions. Assume electrical to be removal of flex conduit from existing terminal block and reconnected to new terminal block. All rigging to be performed as part of the scope of work. All OSHA and industry safety standards to be followed.

1. Make all necessary measurements to inlet and outlet elevation changes between new and old pumps;
2. Isolate existing inlet and outlet piping, disconnect electricity from terminal block, remove pump and demolish existing pedestal pad;
3. Form and pour new pedestal pad, re-pipe inlet and outlet piping as needed to accommodate new pump;
4. Install pump, connect to inlet and outlet piping, grout pedestal and rewire;
5. Start up and test pump, check rotation, check for leaks, and check performance against pump curve.

MECHANICAL QUOTE: _____

(TO BE RETURNED WITH THE PRICE PROPOSAL)

SAMPLE QUOTE – PLUMBING

Work to include installation of one new shop sink, replacement of four hose bibs with frost free and installation of two new frost free hose bibs:

1. Provide new 24" x 20" floor standing thermoplastic shop sink;
2. Install sink within 5 feet of existing discharge and 20 feet of existing water lines;
3. Install all new coper water lines and PVC discharge pipe;
4. Install two new hose bibs on the exterior of brick masonry structure, each located within 20 feet of interior cold water line, utilizing copper pipe;
5. Remove and replace four existing hose bibs;
6. Provide all appurtenances and incidentals necessary to satisfactorily complete the work.

PLUMBING QUOTE: _____

(TO BE RETURNED WITH THE PRICE PROPOSAL)

SAMPLE QUOTE – HVAC

Work to include replacement of two wall mounted ductless HVAC units and installation of two new wall mounted ductless HVAC units:

1. Remove and replace two existing wall units with new 15,000 BTU utilizing existing electrical feed;
2. Install two new 18,000 BTU ductless HVAC wall units located within brick masonry exterior wall;
3. Provide new electric supply to each new unit including new dedicated circuit for each from available space within panel located 60 feet away on lower floor;
4. Provide all appurtenances and incidentals necessary to satisfactorily complete the work.

HVAC QUOTE: _____

On-Call Town Repair Services
Town of Webster

(DO NOT RETURN WITH PROPOSAL)

GOODS AND SERVICES AGREEMENT

The following provisions shall constitute an Agreement between the Town of Webster, acting by and through its **Town Administrator**, hereinafter referred to as the "Town", and _____, with an address of _____ hereinafter referred to as the "Provider", effective as of this ___ day of _____, 20___. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK

The Provider shall perform all work and furnish all services and supplies in accordance with all applicable Local, State, and Federal policies, specifications, and guidelines. The Provider shall perform all work in accordance with each work order issued and agreed upon.

ARTICLE 2: TIME OF PERFORMANCE

The duration of this agreement shall be one (1) calendar year with annual Town options for renewal for nine (9) subsequent years.

ARTICLE 3: COMPENSATION

The Town shall pay the Provider for the performance of the work outlined in Article 1 above on a lump sum per work order basis or on a time and material per work order basis as mutually agreed upon. Compensation shall be made to 95% upon substantial completion and to 100% upon final completion on a per work order basis.

ARTICLE 4: CONTRACT DOCUMENTS

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION

The Town may suspend or terminate this Agreement by providing the Provider with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Provider, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Provider.
3. A determination by the Town that the Provider has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. Without cause and for the Town's convenience.

ARTICLE 6: INDEMNIFICATION

The Provider shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from Provider's acts or omissions. Provider shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Provider shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Provider's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW

The Provider agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT

On-Call Town Repair Services
Town of Webster

The Provider shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Provider. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: NON-COLLUSION

The Provider expressly acknowledges that at all times it shall remain an independent Provider and that no employment relationship of any sort is hereby created between the Town and the Provider or its officers, agents, employees, representatives, and subcontractors. Neither the Provider nor any of its officers, agents, employees, representatives, or subcontractors shall be considered an employee, direct or indirect, of the Town within the meaning or application of any federal, state, or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages, and taxes.

ARTICLE 12: INSURANCE

The Provider shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Provider and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Provider and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated:

<u>General Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence

On-Call Town Repair Services
Town of Webster

Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Umbrella Insurance	\$3,000,000
--------------------	-------------

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Provider shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

On-Call Town Repair Services
Town of Webster

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I certify under the pains and penalties of perjury that the Provider has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

PROVIDER

TOWN OF WEBSTER

By:

By its Acting Town Administrator

Pamela A. Regis

Printed Name and Title