

TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM

This form is used as the default contract for Town of Yarmouth departments when another form is not otherwise prescribed. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior approval from the Town. The Town of Yarmouth Standard Terms & Conditions are incorporated into this Contract by reference.

CONTRACT NAME: Owners Project Manager HVAC system Police Station
CONTRACT NUMBER: 607

This Contract is entered into on, or as of this date by and between the Town of Yarmouth and the Contractor, as indicated below:

Town of Yarmouth, Massachusetts		Contractor Name & Address	
Business Address for Notice			
Town Administrator		BUSINESS NAME	
1146 Route 28		ADDRESS	
South Yarmouth, MA 02664		CITY, STATE, ZIP	
		ADDL.	
Contract Manager		Contact Person	
NAME	Jeff Colby	NAME	
DEPT.	Public Works		
ADDRESS	99 Buck Island Road	ADDRESS	
CITY, STATE, ZIP	W. Yarmouth, MA 02673	CITY, STATE, ZIP	
PHONE	508-398-2231 ext. 1250	PHONE	
EMAIL	jcolby@yarmouth.ma.us	EMAIL	

1. Contract for the procurement of the following

The Owner's Project Manager (OPM) services for the new HVAC System at the Police Station. The following documents are incorporated into this contract:

- Exhibit A RFQ (Request for Qualifications)packet
- Exhibit A which includes the scope of services

2. The Contract price:

3. Payment terms and conditions

- 3.1. Fees and Reimbursable Costs combined shall not exceed \$_____ as more fully set forth in the Contractor Documents.
- 3.2. There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any. All payments for reimbursement of costs must follow current Town policies and documentation standards.
- 3.3. Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.
- 3.4. Payments will be made by electronic methods either by credit card or ACH / direct bank deposit to the Contractor's account. The Contractor must provide a completed and signed ACH / direct deposit

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form. The Contractor must provide the Town an updated form if the bank account used for the deposit is changed during the term of this Contract.

- 3.5. If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

4. Security

(Surety is not required for contracts for most purchases of goods and most services. Surety in the form of a 100% performance bond; 100% payment bond and 5% bid surety is ALWAYS required for construction contracts.) The following are the security requirements applicable to this Contract:

Not Applicable

5. Term of Contract and Time for Performance

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essences for the completion of the Contract.

6. Contactor's Personnel

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

7. Insurance

7.1 Workers Compensation Insurance

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

7.2 Professional Liability Insurance

Minimum liability coverage of \$1 million per claim and \$3 million in the aggregate.

If applicable, the Contractor shall have Professional Liability Insurance with a minimum of the listed amounts. Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of

this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this article.

7.3 Other Insurance Requirements

(a) Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Yarmouth as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

(b) Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

(c) The intent of the Specifications regarding insurance is 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, including and not limited to Professional liability insurance where applicable.

(d) All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

(e) The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

8. Town of Yarmouth Standard Terms & Conditions

Are part of this Contract and are incorporated into this Contract by reference.

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In witness whereof the parties have hereto set forth their hands and executed this as an instrument under seal as of the dates indicated below.

FOR THE TOWN OF YARMOUTH

Acknowledged:

 Department/Division Head Date

Approved as to Procurement:

 Chief Procurement Officer Date

Approved as to Availability of Funds:

 Town Accountant Date

Contract Approval:

 Town Administrator Date

FOR THE CONTRACTOR

 Name of Company

 Authorized Signature Date

 Print Name & Title

FOR INTERNAL USE ONLY	
Appropriation Account(s)	10001925-582000-52218
Purchase Order #	
Contract #	607
Contract Documents	Contract Documents Received (Y) Yes, (N) No, N/A
Combined Certification Form (Not Public Construction)	
Combined Certification Form (Public Construction)	
Contractor W9 Form	
EFT Authorization Form	
Insurance Certificate	
ADDITIONAL INFORMATION	