

**PURCHASE DEMOLITION SERVICES
TOWN OF UPTON, MASSACHUSETTS**

Released: Wednesday, June 15, 2016



QUOTE PACKAGE

DEMOLITION OF #2 GROVE STREET, UPTON, MA

June 15, 2016

Blythe C. Robinson, Town Manager

Quotes Due
Thursday, July 7, 2016
Deadline for Questions
12:00 PM Friday, July 1, 2016

(Advertised in Central Register 6/22/2016)

LEGAL NOTICE

**Town of Upton
Invitation for Quotes
Purchase of Demolition Services - #2 Grove Street, Upton, MA**

The Town of Upton is accepting quotes for **Purchase of Demolition of #2 Grove Street, Upton, MA**. All quotes are subject to the provisions of **M.G.L. Chapter 149**. Copies of the Invitation for Quotes (IFQ) package will be available beginning Wednesday, June 22, 2016 online at the Town's web site www.uptonma.gov/quotes or by calling the Town Manager's Office 508-529-6901 between the hours of 8:00 A.M. – 4:00 P.M. Monday - Friday, and will be available until submission deadline. Please refer to the IFQ for additional information. Sealed quotes proposals must be **submitted no later than 11:00 A.M. Thursday, July 7, 2016** to Blythe Robinson, Town Manager, Town of Upton, Town Hall, 1 Main Street, Upton, Massachusetts 01568. Quotes will be opened and read aloud on **July 7, 2016, at 11:05 A.M. EST** in the Board of Selectmen's Office, 1 Main Street, Upton, MA 01568.

LATE QUOTES WILL NOT BE CONSIDERED. The Town reserves the right to reject any and all quotes as determined to be in the best interests of the Town and to waive minor informalities.

Blythe Robinson
Town Manager
June 15, 2016

PURCHASE DEMOLITION SERVICES - #2 GROVE STREET, UPTON, MA

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Contract Requirements

Quote Deposit	Will NOT be Required
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to Contract Terms.

* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.

** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Quoter agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the quotes (b) a contract is executed, or (c) this quote is cancelled, whichever of (a), (b) or (C) occurs first. **The Town reserves the right to reject any and all quotes as determined to be in the best interests of the Town and to waive minor informalities.**

PURCHASE DEMOLITION SERVICES - #2 GROVE STREET, UPTON, MA

SECTION 1 **GENERAL INSTRUCTIONS TO BIDDERS**

1. INTRODUCTION

The Town of Upton is soliciting quotes for the above named project. All quotes are subject to the provisions of **M.G.L. Chapter 149**. Copies These Standard Instructions to Quote are a part of the quote package for the **Purchase of Demolition of #2 Grove Street, Upton, MA** for the Town of Upton. The Town of Upton seeks to demolish and remove the building located at this address, and construct a public parking lot for use by Town Hall. If there are any conflicts between the instructions in these Standard Instructions to Quote and any other quote document(s), these Standard Instructions to Quotes shall prevail.

2. KEY EVENT DATES

- Invitation to Quote Issued June 22, 2016
- Pre-Quote Conference Not Applicable
- Deadline for Written Questions 2:00 PM July 1, 2016
- Deadline for Submitting Quotes 11:00 AM July 7, 2016
- Public Quote Opening 11:10 AM July 7, 2016
- Quote Awarded (Anticipated) July 15, 2016
- Commencement of Work Notice to Proceed
- Completion Date As required

3. OBTAINING QUOTE DOCUMENTS

Specifications and quote documents may be obtained from the Town Manager's Office, 1 Main Street, Upton, MA, or from the Town's website at:
http://www.upton.ma.us/Pages/UptonMA_Procurement/index

4. QUOTE SUBMISSION INSTRUCTIONS

- A. One (1) original and one (1) copy of all quotes must be submitted in a sealed envelope clearly marked "**Sealed Quote for Purchase of Demolition of #2 Grove Street, Upton, MA**". If forwarded by mail or courier, the sealed envelope must be addressed to "Blythe C. Robinson, Town Manager, Town of Upton, 1 Main Street, Suite 1, Upton, MA 01568". Quotes must be at the office of the Town Manager prior to the time the first quote is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted. Quotes may not be submitted by facsimile or email.
- B. Ditto marks or words such as "SAME" on the Quote considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Mistakes may be crossed out

and corrections inserted. Corrections must be initialed by the person signing the quote.

- D. Quotes are considered valid for ninety (90) days after quote(s) are opened. Quoters may not withdraw, cancel or modify their quote for a period of ninety (90) days after quote(s) are opened.
- E. Quotes must be signed by an authorized person representing the legal entity of the bidder.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the quote form, or written on the quote form.

5. QUESTIONS

Any questions on this project should be directed to Ms. Blythe Robinson, Town Manager or Vincent J. Roy, Director of Public Works at (508) 529-3067. However, no oral interpretations shall be made to any respondent as to the meaning of any of the quote documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Vincent Roy either by email to vroys@uptonma.gov, fax: (508) 529-1001, or by mail: Department of Public Works, 1 Main St Suite 13, Upton, MA 01568-1687. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of quotes.

The Town will arrange an addendum, which shall be made a part of this Invitation to Quote and the resulting agreement, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of quotes, the Town will post a copy of any addenda to its website, located at: http://www.upton.ma.us/Pages/UptonMA_Procurement/index It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. PRESUMPTION OF QUOTEDER BEING FULLY INFORMED

At the time the first quote is opened, each vendor is presumed to have read and is thoroughly familiar with all quotes and contract documents for this project. Failure or omission of the bidder to receive or examine any information concerning this quote shall in no way relieve any bidder from obligations with respect to their quote.

7. PRE-QUOTE CONFERENCE

Attendance at the pre-quote conference, if any as indicated in section 2 titled Key Event Dates, is mandatory. Failure to attend does not relieve bidders of obligations under this quote.

8. TAX EXEMPTIONS

The Town of Upton is exempt from Federal Excise Taxes and Massachusetts Sales and Use Taxes. Vendors shall avail themselves of these exemptions.

9. AWARDING THE QUOTE

The Town will award the contract to the lowest responsive and responsible bidder. The Town of Upton reserves the right to accept any quote or any part of quotes, to reject any, all, or any part of quotes, to waive any formalities or informalities in the quoting process, and to award the quote deemed to be in the best interests of the Town. The Town of Upton will enter into a written agreement with the selected vendor. The "Quote Awarded" date in section 2. titled Key Event Dates is the date the quote is anticipated to be awarded. It is not a date certain.

The lowest priced quote is NOT the sole determining factor when awarding this quote and the Town reserves the right to negotiate with the bidder that is preliminarily selected. In the event of a tie quote, the Quote that is received by the Town of Upton earliest in time shall be awarded the contract. The contract award is subject to approval of the Town Manager's (procurement officer) and recommendation by the Board of Selectmen.

10. SUBSTITUTION FOR NAME BRANDS

Should brand name items appear in this Invitation to Quote, the vendor must attach information for any substitutions they consider "as equal", and explain how the substitution compares with the named brand's specification. Information about substitutions must be included with the quote package. The decision as to whether the substitution is acceptable rests solely with the Town of Upton.

11. SUBMITTALS

Before any contract is awarded, the vendor may be required to furnish, without expense to the Town of Upton, a complete statement of the origin, composition and manufacture of any or all materials proposed to be furnished.

12. QUOTE BOND

A Quote Bond in the amount of five percent (5%) **IS NOT** required.

13. PERFORMANCE BOND

A Performance Bond **will not** be required for portions of this quote.

14. Equal Employment/Prevailing Wage: The Town of Upton is an Equal Opportunity Employer and will require compliance with all of the provisions of the law pertaining to equal employment, Davis-Bacon Act, and all other Federal and State Prevailing Wage and Labor Laws.

The vendor shall furnish to the Commissioner of Labor of the Commonwealth of Massachusetts, Department of Labor and Industries, within fifteen (15) working days after the completion of its work a statement that employees have been paid in accordance with wages determined under the provisions of 27 and 27A of Chapter 149 of Massachusetts General Laws.

Attached herein are the Commonwealth of Massachusetts prevailing wage rates as issued by the Department of Labor and Industries for certain relevant classifications.

15. Insurance to be maintained by the Vendor and Indemnification of Town by Vendor:

15.1 Insurance: The vendor must attach to the Bid Proposal Form a statement from the vendor's insurance company that the following amounts of insurance can be obtained. Simultaneously with the delivery of the executed Contract, the vendor shall furnish a Certificate of Insurance showing insurance coverage for General Liability, Automobile and Workman's Compensation (Statutory). It is the vendor's responsibility to purchase and maintain adequate insurance to protect the vendor and the Town from all claims.

The following minimum insurance is required:

- a. Workmen's Compensation Statutory
Employer's Liability
- | | |
|--|-------------|
| A. Bodily Injury Each Accident | \$1,000,000 |
| B. Bodily Injury Disease - Aggregate | \$5,000,000 |
| C. Bodily Injury Disease - Each Employee | \$1,000,000 |
- b. Comprehensive General Liability:
- | | |
|-------------------------------------|-------------|
| A. Each occurrence | \$1,000,000 |
| B. Damage to rented premises | \$3,000,000 |
| C. Medical expense (any one person) | \$5,000 |
| D. Personal & adv injury | \$1,000,000 |
| E. General aggregate | \$2,000,000 |
| F. products - comp / op AGG | \$2,000,000 |
- c. Automobile Liability**
- | | |
|--|-------------|
| A. Comp. Auto Liability** - Bodily Injury Per Person | \$ 500,000 |
| B. Comp. Auto Liability** - Bodily Injury Per Accident | \$1,000,000 |
| C. Comp. Auto Liability** - Property Damage | \$ 500,000 |
- **Provide coverage for all Owned, Non-Owned, and Hired Vehicles

The Liability Policy should be Broad Form and include coverage for premises and operations and product liability.

d. Miscellaneous, or not covered above:

- A. Damage to Town property
- B. Claims filed by contractor employees against Town
- C. Comprehensive Automobile Liability Insurance should be written to include owned, hired and non-owned vehicles and it shall provide Extra Territorial Coverage.

e. The Town of Upton, MA must be named as an additional insured on the vendor's policy. No insurance shall be subject to cancellation without at least thirty (30) days prior written

notice forwarded by registered or certified mail to the Town of Upton. All parties shall also be notified of the attachment of any restrictive amendments to the policies.

- f. The Town reserves the right to amend the insurance requirements specified above to protect the interests of the Town and to secure a successful bid. Any deviation from the insurance requirements must be noted by the bidder, in writing, and attached to the Bid Proposal Form.

16. AGREEMENT DOCUMENTS

The Agreement Documents are defined as:

- The Standard Instructions to Quote
- The Agreement as executed
- The General Specifications
- Any Addenda, if Issued

17. DELIVERY REQUIREMENTS

This section is NOT applicable.

The QUOTER, in compliance with the Advertisement for QUOTES for the above designated project, states that it has thoroughly examined and understands the terms and provisions of the Agreement Documents. Based upon those examinations and that understanding, the QUOTER hereby proposes to perform all work, furnish all labor, materials, equipment, supplies and anything else required or necessary in order to demolish and remove this structure in strict accordance with the agreement documents, within the time set forth hereinafter and for the prices stated below. Prices cover all expenses incurred in performing the work that is required by the contract documents of which this QUOTE is a part.

VENDOR hereby agrees to commence WORK under this agreement on the date to be specified in the NOTICE TO PROCEED.

VENDOR acknowledges receipt of the following ADDENDA:

No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:

In submitting this QUOTE, the VENDOR acknowledges that:

- 1. The lump sum prices include all materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the work of the several kinds called for in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as quote.

2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of QUOTES will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this QUOTE by the OWNER, the QUOTER shall execute the CONTRACT attached to these documents.

END OF STANDARD INSTRUCTIONS TO QUOTERS

PURCHASE DEMOLITION SERVICES - #2 GROVE STREET, UPTON, MA

SECTION 2

GENERAL SPECIFICATIONS

The Town Manager of the Town of Upton invites quotes for the furnishing of demolition services as follows:

The purpose of this project is to remove the building structure owned by the Town of Upton and located at #2 Grove Street, Upton, MA (see attached map and pictures in the Phase I Environmental Report). The building is a two-story wooden structure constructed in approximately 1883 that's most recent uses were as a professional office on the first floor and a one-bedroom apartment on the second floor. The current status of the property is as follows:

- All building utilities have been shut off, applicable meters removed and documents pertaining to this are on file with the Code Enforcement Department
- A Phase I Environmental Assessment was completed in 2015. The conclusion of the report is that there are no Recognized Environmental Conditions (REC's) on the site. A copy of the report is available for inspection.
- A Historical Commission demolition delay has been extinguished

Provisions

Please provide the following information (this information is the main substance for the selection criteria stated under Section A:

1. Years of experience and detailed qualifications in performing the range of demolition services on various property types in compliance with 780 CMR standards. Please provide the number of full-time and part-time employees. Past projects will be reviewed to determine if the respondent has successfully completed projects similar in nature and scope. Respondents should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFQ.
2. Litigation. Provide a list of any litigation in which the firm is involved in. Description of any litigation, pending judgements, etc., which could affect the proposer's ability to enter into an agreement with the Town of Upton.
3. Capacity to complete the demolition of multiple structures within 30 days. Please provide the number of properties your company has boarded in the past year.
4. Pricing proposal. This should include the mobilization (base) charge and cost per demolition of the building at 2 Grove Street, Upton. The contractor shall include all labor and materials needed to complete the work. Labor will include payments of prevailing wage rates as determined by the Massachusetts Prevailing Wage Law requirements.
5. Plan for recycling or waste management of used construction materials in a timely manner.
6. Respondents should state whether they are an MBE/WBE or Section 3 business enterprise. If so, please provide a copy of a current MBE/WBE certification letter.

Scope

The requirements of the work include:

- Complete a pre-demolition asbestos survey to determine if any of such material is present.
- Install straw wattles along the property line at the back of the site to protect the area from any potential runoff
- Provide dust and noise control measures.
- Complete removal of the building structure from the property and disposal of all of the materials and contents in accordance with all applicable laws
- Remove from the site any debris or trash that is outside of the building
- Remove the existing concrete sidewalk and apron fully from the property and dispose of the materials
- Backfill the building area once the structure is removed with gravel so that the existing area is level with the adjacent parking lot area
- Install any protective fencing during the project that may be necessary to protect the public from the area until the project is complete
- Contact the Upton Police Department to determine if a police detail is required and if so arrange for that.
- Obtain a demolition permit from the Code Enforcement Department. The cost of the permit will be waived by the Town.
- Contractor shall supply the Town with a copy of landfill and disposal receipts.

This QUOTE is submitted in full compliance with the conditions outlined in the Agreement Documents.

Form B

QUOTER ACKNOWLEDGMENTS

Purchase of Demolition Services - #2 Grove Street, Upton, MA

(Quote Form consists of three (3) Pages)

Quoter Name: _____

Quoter Acknowledges Addenda# _____

QUOTE PRICE: _____

The **Quote Price Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the vendor. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a **conditional quote**. Conditional quotes will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets if needed. This information will be utilized by the Town for purposes of determining vendor responsiveness and responsibility with regard to the requirements and specifications of the Contract.

The vendor agrees with submission of this quote that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the quotes (b) a contract is executed, or (c) this quote is cancelled, whichever of (a), (b), or (c) occurs first.

The prices shall NOT INCREASE during the contract period. In the event that the unit price and the total price differ, the unit price shall prevail.

The undersigned proposes to provide the services in accordance with the requirements provided by the Town dated **July 1, 2016** and any additional **addenda** that may be issued by the Town and provided to quoters prior to the opening of the quotes. The undersign hereby states that this offer is effective for (a) at least thirty (30) calendar days from the opening date of the quotes, (b) a contract is executed, or (c) this quote is cancelled, whichever of (a), (b), or (c) occurs first.

The undersigned further agrees that, if selected for award of the contract under this quote, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this quote. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

(Name of Company)

BY:

(Signature of Quoter)

(Printed Name and Title of Signatory)

Business Address

(City/Town, State Zip)

(Telephone)

(FAX)

(Email)

(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date.

STATE OF INCORPORATION (DATE) ()

* attach certificate of authority, if applicable

If the quoter is a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

(Date this quote was submitted)

**THIS FORM MUST BE COMPLETED and FILED WITH THE SEALED QUOTE
SUBMISSION**

The QUOTER has responded to and completely filled in all required spaces in the QUOTE document.

This QUOTE Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name _____
Address _____
Town _____
By _____
(Authorized Signature)
Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A company organized under the laws of _____, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)

This Bill must bear the written signature of the QUOTER. If the QUOTER is a partnership, the Quote must be signed by a partner. If the QUOTER is a corporation or limited liability, the Quote must be signed by a duly authorized officer.

Form C

CERTIFICATION OF GOOD FAITH

Purchase of Demolition Services - #2 Grove Street, Upton, MA

The undersigned certifies under penalties of perjury that this quote 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 individual submitting quote or proposal)

(Name of Business)

Form D
OSHA CERTIFICATION

Purchase of Demolition Services - #2 Grove Street, Upton, MA

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certifications, which is deemed a part of the resulting contract:

_____ certifies that:
(Name of Authorized Representative of Contractor)

All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

(Signature of Authorized Representative of Contractor)

(Company Name)

Form E
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 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 Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of individual submitting quote or proposal)

(Name of Business)

Form F
CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected _____
(Insert the title of the officer in line 2)
4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

Form G
Professional Reference Form

Customer: _____

Mailing
address _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing
address _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary, a minimum of 5 references required)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION
MUST BE FILED WITH QUOTE SUBMISSION**

PURCHASE OF DEMOLITION SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of July, 2016 by and between the TOWN of UPTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at, 1 Main St Ste 1, Upton, MA, 01568 hereinafter referred to as the "TOWN", and _____, Inc., a corporation having a usual place of business at _____, _____ Massachusetts, _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the TOWN invited the submission of quotes for the purchase of **Road Materials and Maintenance Work**, "the Project"; and

WHEREAS, the CONTRACTOR submitted a Quote to provide the material or 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 and the CONTRACTOR's Quote Response. 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 delivery of various **Demolition Services** as described in the general specifications.
3. **Term of Contract.** This Agreement shall be in effect from **July 15, 2016** and shall expire upon completion of the project, unless terminated earlier pursuant to the terms hereof.
4. **Compensation.** The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement in accordance with the Quote Price.
5. **Payment of Compensation.** The TOWN shall make payments within thirty (30) days after its receipt of an Invoice.
6. **Liability of the TOWN.** The TOWN's liability hereunder shall be to make all payments when they shall become due, 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. 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.

10. 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 our 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 action which 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.

11. 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 the CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, the CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.

12. 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.

13. 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.

14. 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.

15. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

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.

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 Accountant

TOWN OF UPTON, MA

By its: **Town Manager**

CONTRACTOR:

(Signature)

(Print Name and Title)