

TOWN OF WESTHAMPTON
MASSACHUSETTS

CONTRACT
FOR
Shop Brook/Northwest Road Culvert Relining Project

THIS AGREEMENT, executed this _____ day of _____ 20____ by and between

(Vendor name and address,) hereinafter called "Vendor" and the Town of Westhampton, a municipal corporation in the County of Hampshire, Commonwealth of Massachusetts, party of the second part hereinafter called "Town".

WITNESSETH, that for the consideration hereinafter mentioned, the Town and the Vendor agree to the terms and conditions contained in this contract, enumerated as follows: This Town-Vendor Agreement, Bidding Documents, Contract Forms, Specifications contained in scope of work for relining Shop Brook Culvert over Northwest Road, and all addenda issued prior to and all modifications issued after execution of the Contract.

The Vendor shall perform all work and furnish all services necessary to provide the Town with sliplining of Shop Brook culvert under Northwest Road, Westhampton, MA 01027. The Vendor shall perform all work in accordance with the Specifications, which are incorporated into this Agreement by reference.

THE TOWN shall pay the Vendor for the performance of this contract in the sum of **(dollar amount)** dollars in accordance with the terms of this contract.

The Westhampton Highway Department Superintendent shall approve all work during and upon completion of the project prior to payment to Vendor.

This contract shall not be altered in any particular without the consent of all parties to this contract. All alterations to this contract must be in writing and authorized as such by the Selectboard and a Majority vote of the Board, Agency, or Committee signing this contract.

The Vendor shall not delegate, assign or transfer any of its duties delineated in the scope of services without prior written consent from the Town.

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

1. Failure of the Vendor, 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 Vendor.

In the event the Vendor is a corporation a certificate that the person executing this contract is duly authorized to sign, must accompany this contract.

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. Obligations for payments beyond December 31, 2016 are subject to appropriation and this Contract shall be canceled in the event of non-appropriation.

The Vendor's acceptance of final payment on this contract shall release and discharge the Town from any and all claims against the Town on account of any work performed hereunder.

The Vendor warrants the supplies and services against defective workmanship and materials for a period of two years from the date of acceptance, or for such longer period as is set forth in the Specifications. Under this warranty, the Vendor shall, without cost to the Town, furnish supplies and labor required to replace/repair defective materials or workmanship. The Vendor shall assign to the Town any warranties of other manufacturers whose materials are incorporated into the project.

The Vendor shall indemnify and hold harmless, the Town and all of its officers, agents, and employees against all suits, claims or liabilities of every nature, arising out of, or in consequence of, the acts or omissions of the Vendor, its employees, agents, or sub-contractors in connection with their rendering of services or goods under this AGREEMENT and will, at the Vendor's own cost and expense, defend any and all such suits and actions.

Vendor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws.

The Vendor 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 Vendor certifies, for itself and on behalf of any subcontractors used hereunder, that it and they are insured for workers' compensation, property damage, personal and product liability. The Vendor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the types and amounts indicated herein and in the Specifications.

General Liability

Bodily Injury Liability:	\$2,000,000 per occurrence
Property Damage Liability	\$2,000,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Automobile Liability

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

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor 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 and proof of OSHA Training Certifications for all employees to be employed at the worksite. A Payment Bond of fifty (50) percent shall be submitted to the Town within ten days of contract execution in a form satisfactory to the Town and with a surety company qualified to do business in the Commonwealth of Massachusetts. Prevailing Wage Law applies to all work performed under this contract.

By signing this contract the Vendor agrees to subject any dispute to mediation, at the option of the Town, prior to filing suit in any forum.

This contract is a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the bylaws of the Town.

The Vendor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement.

The provisions of this contract are severable. If any provision of this contract shall be held invalid by any court of competent jurisdiction, the decision of such court shall not affect any other provisions of this contract.

The Town of Westhampton is not bound by this contract until approved by the Town's Selectboard.

By execution hereof, and pursuant to M.G.L. Chapter 62C, Section 49A, the undersigned signatory for the Vendor certifies under the penalties of perjury that the Vendor has, to his/her best knowledge and belief, complied with the law of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. The Vendor further authorizes the Town of Westhampton to deduct from the amounts due under this contract, any overdue taxes, real or personal, or any other fees due to the Town of Westhampton from the vendor which become due and payable by the vendor or its officers, directors or agents during the term of this contract or until the final amounts due under this contract are paid in full.

Check one: The vendor does not have a Westhampton office.

IN WITNESS WHEREOF the Town caused these presents to be signed in quadruplicate and approved by the Town Selectboard and the said Vendor has caused these presents to be signed in quadruplicate and its official seal to be hereto affixed by its officer or agent thereunto duly authorized (by the attached corporate resolution). This instrument shall take effect as a sealed instrument.

Vendor:

Vendor

Authorized Signatory

Title

Date

Certificate by Corporation to Sign Contract

At a duly authorized meeting of the Board of Directors of the _____
Corporation

held on _____.
Date

At which all the Directors were present or waived notice, it was voted that, the Authorized Signatory of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, 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,

A TRUE COPY,

ATTEST: _____
Clerk

Place of Business _____

Date of this Contract _____

TOWN OF WESTHAMPTON:

BY: _____

Signatures of the Selectboard

_____ Date _____

_____ Date _____
Chief Proc. Officer, approved as to form and c. 30, § 39M compliance

_____ Date _____
Town Accountant, approved as to appropriation.