

**TOWN OF SOUTHBOROUGH
INVITATION FOR BIDS**

**SOUTHBOROUGH ATHLETIC FIELD/OUTDOOR FACILITY
MASTER PLAN AND GYM USE REPORT
TOWN OF SOUTHBOROUGH, MASSACHUSETTS**

The Town of Southborough is requesting sealed proposals from qualified Engineering firms or individuals to assess the current status of the field inventory of the Town of Southborough, document current field use, identify current field needs, evaluate future field needs, identify needed recreational facilities and recommend a field and recreation park development plan.

Sealed Proposals will be received at the Department of Public Works:

DATE: **THURSDAY, JUNE 11, 2015**
TIME: **10:00AM**
PLACE: **DPW**
 147 Cordaville Rd.
 Southborough, MA 01772

**TOWN OF SOUTHBOROUGH
SOUTHBOROUGH ATHLETIC FIELD/OUTDOOR FACILITY
MASTER PLAN AND GYM USE REPORT IFB**

INSTRUCTION TO BIDDERS

1. All bids must be properly signed, enclosed in an envelope that is sealed and plainly marked on the outside with the name of bid.
2. All Bids shall include **three (3) original sets** of documents.
3. A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
4. The enclosed Non-Collusion and Attestation Forms must be signed and enclosed or the bid will be rejected.
5. All bids must meet ***all*** the requirements as identified in the specifications. Price submissions must be signed by an authorized official.
6. If any changes are made to this Invitation for Bids, an addendum will be issued. Addenda will be mailed, e-mailed or faxed to all bidders on record as having picked up the Invitation for Bids.
7. Questions concerning this Invitation for Bids must be submitted ***in writing*** to: DPW, 147 Cordaville Rd., Southborough, MA 01772 or kgalligan@southboroughma.com, or fax 508-229-4444 by Monday, June 8, 2015 at noon. Questions may be hand delivered, mailed, e-mailed or faxed. Written responses will be mailed, e-mailed or faxed to all bidders on record as having picked up the Request for Proposals.
8. A bidder may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification must be numbered in sequence, and must reference the original Invitation for Bid.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.
9. The Town of Southborough may cancel this Invitation for Bids, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.
10. All bid prices submitted in response to this Invitation for Bids must remain firm for **ninety (90) days** following the bid opening.

Project Description and Evaluation Criteria

It is the intent of the Town of Southborough to engage an athletic facilities planning and design specialty firm broadly experienced in Massachusetts municipal athletic field evaluations and Master Planning, for the services as more fully defined in **Appendix A. Scope of Services**. As such, to be considered, consulting firms will meet the following minimum criteria:

1. Will have completed no less than 10 athletic complex projects in the past 5 years on behalf of Massachusetts public owners (municipalities, school districts, etc.) involving natural turf fields.
2. Will have completed no less than 5 athletic complex projects in the past 5 years on behalf of Massachusetts public owners (municipalities, school districts, etc.) involving synthetic turf fields.
3. Will be active members in good standing of the American Sports Builders Association, the Massachusetts Park and Recreation Association, and the Sports Turf Managers Association.

Respondents will provide documentation with their proposal that demonstrates compliance with these requirements.

Appendix A

Scope of Services

1. Attend initial project startup meeting with committee representatives, Recreation Commission, and others involved in the study
2. Compile an Inventory of all town owned recreational facilities
3. Obtain & Review any existing demographic information and related documentation for the past five (5) years as well as any information for demographic projections into the future five (5) years.
4. Document all current field and outdoor facility use by obtaining participation levels of all school, youth sports, and recreational programs and “facility (fields/gyms) using organizations” for the past three (3) years. A list of programs to be included, but not limited to, are:
 - Sports Programs
 - Football
 - Soccer
 - Basketball
 - Volleyball
 - Baseball
 - Softball
 - Lacrosse
 - Track
 - Tennis
 - Southborough Schools
 - Soccer
 - Lacrosse
 - Baseball
 - Softball
 - Field Hockey
 - Recreation Programs and Camps
 - Youth and Family Programs and Camps
 - Council on Aging Programs
 - Coordinated Playground Users
5. Identify current field and facility needs by determining current participation rates for the above-mentioned activities, facilities and user groups:
 - Numbers per team
 - Per age group
 - Per Sport
6. Based on the above-mentioned task, project the number of teams and participants for each program for the next ten (10) year period in order to project future field and facility needs.
7. Determine program needs for each organization including; frequency and duration of practicing, game schedules, seasonal requirements per program and fields/gyms, and requests for special programming clinics, summer camps, tournaments, etc. for the next ten (10) year period.
8. Project the minimum and optimum gym inventory required for each program over the next ten (10) year period.

9. Prepare a “Gym Use Survey Report” stating these projections for the Town’s use when developing their townwide “Municipal Building Master Plan”.
10. Prepare both hard copy and digital schematics suitable for planning purposes for each of the Town’s athletic fields, playgrounds and tennis courts based on existing (or non-existing) sketches, survey, or measure-up.
11. Complete a field assessment for each existing town-owned facility evaluating safety, serviceability, accessibility and geometry compliance for the intended sport or activity. Publish a “Preliminary Field and Outdoor Facility Assessment Report” by including data from accessing current field, playground, and outdoor athletic facility inventory for each program and or facility including:
 - Number of facilities per sport
 - Dimensions of each facility
 - Physical condition of each facility
 - Infrastructure for each field including parking, irrigation, storage, restrooms, lighting, spectator seating, scoring, benches, any and all amenities
12. Determine additional factors that impact facility usage such as parking, pedestrian, maintenance and vehicular traffic flow, lighting, solar orientation, and natural turf vs. artificial turf.
13. Based on the above-mentioned determinations project the minimum and optimum facility inventory required for each program over the next ten (10) year period.
14. Evaluate existing and potential sites for expansion or better use of each recreational facility. For purposes of this scope of services assume a total of 3 town owned parcels for consideration for development as additional athletic fields.
15. Prepare both hard copy and digital schematic level field development and redevelopment plans for each field to be modified within the Master Plan and an associated cost estimate with line item specifics plus a narrative of permitting requirements and timelines.
16. Review current “field maintenance programs” and” field use programs and policies” and recommend and incorporate appropriate changes and create new documents as necessary in a new set of “Policies and Procedures Guide”.
17. Attend a minimum of three (3) but not to exceed five (5) evening meetings of all committee representatives, Recreation Commission, and others involved in the study to:
 - Review specifications for athletic field construction or reconstruction
 - Review maintenance programs and proposed changes and recommendations
 - Review facility use programs and policies and proposed changes and recommendations
 - Present both draft and eventual final PowerPoint presentation of findings and analyses for discussion with committee representatives, Recreation Commission, and others involved in the study.
18. Finalize and publish all findings and analyses as a “Southborough Athletic Field/Outdoor Facility Master Plan.”

Appendix B

Agreement for Professional Services

TOWN OF SOUTHBOROUGH

Contract



DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Southborough (the “Town”), and

[“Contractor”]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

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 Southborough is:
3. Payment will be made as follows:

4. Definitions:

- 4.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town of Southborough. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for 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 Project Manual, 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 document 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. This 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 approved 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. 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 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 as certified by the Town Accountant. 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. In the absence of appropriation, this Contract shall be immediately terminated without liability for damages, penalties or other charges.

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 for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the best interests of the Town by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

- 1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply

with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. 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 Southborough 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 to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

10. Statutory Compliance:

10.1 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 the 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, Section 44A, *et seq*: Public Buildings Contracts.

10.2 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.

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

10.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws 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 anyway 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 all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of Southborough, 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 of any such law, by-law, regulation or decree.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions 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 the application of M.G.L. c. 268A 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.

12. 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).

13. Discrimination

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 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 and only to the extent that 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 Town Manager or its 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.

16. 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 Southborough unless and until the Contractor complies with this section.

The Contractor, 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.

17. Liability of Public Officials:

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

18. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and 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 any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this contract.

19. 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 evidence of 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.

20. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

21. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

24. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

25. Notices

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 in the Contract and to the Town of Southborough by being sent to the Department of Public Works, 147 Cordaville Rd., Southborough, Massachusetts 01772

26. Binding on Successors:

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

27. 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.

28. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Southborough 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)

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 Construction

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE TOWN

THE CONTRACTOR

Division/Department Head
Contract Manager

Company Name

Recreation Commission Date

Signature Date

Print Name & Title

APPROVED AS TO FORM:

Town Counsel Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

Town Accountant Date

SUPPLEMENT "S"

This form supplements the general provisions of the Contract between the Town of Southborough, and _____, which Contract is a contract for the procurement of services.

“Services” shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

Change Orders:

Change orders for contracts subject to Massachusetts General laws Chapter 30B may not increase the quantity of services by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

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, §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 wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage), as shall be in force and as amended.

Insurance:

The Contractor shall obtain and maintain the following insurance:

- 5.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
- 5.2.1 Broad Form Commercial General Liability coverage with limits of at least \$1 Million per occurrence and \$3 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.
- 5.3 Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of at least \$1 Million per person, and \$1 Million per accident.
- 5.4 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.

5.5 All required insurance shall be certified by a duly authorized representative of the insurers on the "MIIA" or "ACORD" Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted to the Town prior to commencement of this Agreement.

5.6 The Town shall be named as an additional insured on the above referenced liability policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.

6. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and 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 any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct. The existence of insurance shall in no way limit the scope of this indemnification.

APPROVED AS TO FORM ONLY:

TOWN OF SOUTHBOROUGH

Town Counsel

Recreation Commission

I CERTIFY THAT FUNDS ARE AVAILABLE
IN ACCOUNT NO _____:

Department/Division Head

Town Accountant

THE CONTRACTOR:

Date: _____

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

CONTRACTOR

By: _____

Name: _____

Title: _____

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury

that _____ has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Federal Identification No. of _____ : _____
name of contractor *number*

CERTIFICATE OF VOTE

At a duly authorized meeting the Recreation Commission of the held on

_____ it was

VOTED, THAT

_____ (Name) _____ (Officer)

of _____ be and hereby is authorized to execute contracts and bonds in the name and on behalf of said _____, and affix its corporate seal hereto; and such execution of any contract or obligation in the name of _____ on its behalf by such officer under seal of _____, shall be valid and binding upon _____.

I hereby certify that I am the clerk of the above named _____ and that _____ is the duly elected officer as above of said _____, 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)