



TOWN OF ORLEANS

19 School Road Orleans, MA 02653-3699

Phone (508) 240-3700 FAX (508)240-3703

<http://www.town.orleans.ma.us>

Invitation to Bid: Floating Dock Construction

Locations: Meetinghouse Pond/Barley Neck Road Town Landing and Rock Harbor

The Town of Orleans, through its Town Manager, invites sealed bids in accordance with Massachusetts General Laws Chapter 30B for the construction and delivery of fourteen (14) floating docks across two town landing locations.

Project Locations and Scope:

- 1) Meetinghouse Pond/Barley Neck Road Town Landing: Three (3) floating docks; and
- 2) Rock Harbor: Eleven (11) floating docks

The floating docks support high volumes of both commercial and recreational activity from April through December each year.

Bid Submission Requirements

- **Deadline:** Sealed bids must be submitted by 3:00 pm (prevailing time) on Friday, December 6, 2024. Bids received after this deadline will not be accepted and will be returned unopened.
- **Submission Instructions:** Bids should be submitted in a sealed envelope, clearly labeled as follows: **“Meetinghouse Pond/Barley Neck Road Town Landing & Rock Harbor Floating Docks”**
- **Location to Obtain Specifications:** Specifications may be downloaded at <https://town.orleans.ma.us/bids> or picked up at the Town Manager’s Office, 19 School Road, Orleans, MA, 02653.

Project Timeline

- **Completion Date:** All work, including delivery and installation, must be completed by Tuesday, April 1, 2025.
- **Delivery Instructions:** Deliveries are to be coordinated under the supervision of the Orleans Harbormaster at both Meetinghouse Pond/Barley Neck Road Town Landing and Rock Harbor.

Bid Bond and Payment Bond

- **Bid Bond:** A 5% bid bond is required and must be submitted with the bid package.
- **Payment Bond:** A 50% payment bond will be required upon contract execution.

Unforeseen Office Closure: If Orleans Town Hall is closed due to an emergency, such as severe weather or other uncontrollable circumstances, at the time of the scheduled bid submission deadline, the deadline will automatically be extended to 9:00 a.m. on the next business day. Bids will be accepted until this adjusted deadline.



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Town's Rights: The Town of Orleans reserves the right to accept or reject any and all bids, to waive any informalities as allowed by law, and to award the contract as deemed in the best interest of the Town.

Kimberly Newman
Town Manager



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Request for Bids (RFB): Floating Dock Construction

Locations: Meetinghouse Pond/Barley Neck Road Town Landing and Rock Harbor

The Town of Orleans, the “Town”, seeks bids from professional contractors in accordance with Massachusetts General Laws, M.G.L., Chapter 30.B for the construction and delivery of fourteen (14) floating docks across two town landing locations.

Project Description

- 1) Project Overview. Construction and delivery of fourteen (14) floating docks at Meetinghouse Pond/Barley Neck Road Town Landing and Rock Harbor.
- 2) Submission Details. All interested bidders must submit bid responses in a sealed envelope clearly marked “**Meetinghouse Pond/Barley Neck Road Town Landing & Rock Harbor Floating Docks**” with one (1) original and five (5) copies, on or before 3:00 pm prevailing time on December 6, 2024, addressed to Town Manager, 19 School Road, Orleans, MA 02653. Late responses will not be considered and will be returned unopened. All submissions shall be opened in the Nauset Room (or a similar conference room) in Town Hall at the referenced date and time.
- 3) Project Timeline. All work must be completed by no later than Tuesday, April 1, 2025.
- 4) Questions and Inquiries. All inquiries must be submitted to Nathan Sears, Natural Resources Manager/Harbormaster at (508) 240-3755.
- 5) Specifications and Materials: Meetinghouse Pond/Barley Neck Road Town Landing – Floating Docks
 - Three (3) rectangular docks measuring 24’L x 8’W x 19”H (+/-)
 - All steel and hardware (interior corner brackets, exterior corner hinge brackets, nuts / bolts, hinge bolts, lag screws, screws, nails, cleats, etc.) shall be hot-dipped galvanized unless otherwise specified herein.
 - Outer frame to be constructed of 2" x 12" Grade #1 Southern Yellow Pine with CCA Preservative or similar material. • Inner frame to be constructed of 2" x 8" Grade #1 Southern Yellow Pine with CCA Preservative or similar material.
 - Interior cross bracing shall be constructed of 2" x 6" Grade #1 Southern Yellow Pine with CCA Preservative or similar material.
 - Dow buoyancy billets or similar material to be used for flotation. Total number of billets shall be determined by the successful bidder but billets must sufficient to provide adequate buoyancy.
 - Six (6) 2” x 12” x 24’ skid-boards @ two (2) skids per float to be installed with bolt heads countersunk on underside of skid.



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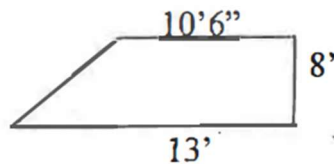
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- Vinyl dock bumper measuring approximately 3" x 1-1/2" shall be installed on the sides of each float. Strips shall be white in color and secured with stainless or similar noncorroding screws.
- 5/4 x 6" or similar dimension composite decking, color gray, shall be installed on each float. Decking shall be secured with stainless or similar non-corroding screws.
- Connecting hinge brackets shall be installed at locations indicated in the diagrams on the following page. All corners shall be secured by: On the exterior, by either corner hinge brackets, corner flat brackets or corner anchoring brackets for anchoring poles.
- Twenty-Four (24) 10" cleats at eight (8) cleats per float. Locations for cleats shall be determined by the bidder upon examination of the current dock and anchoring system. Cleats shall be through bolted with galvanized reinforcement brackets affixed to the frame on the interior by corner brackets. All corner hardware shall be through-bolted at a minimum of four (4) points.
- All work must be completed by no later than Tuesday, April 1, 2025. All docks are to be delivered to Meetinghouse Pond/Barley Neck Road Town Landing.
- See also Exhibit 2: Meetinghouse Pond/Barley Neck Road Town Landing Dock Layout

6) Specifications and Materials: Rock Harbor – Floating Docks

- Construction of eleven (11) new floating docks to replace the current docks at Rock Harbor.
- Nine (9) rectangular docks measuring 24' L x 8'W x 19"H (+/-)
- One (1) rectangular dock measuring 21' L x 8'W x 19"H (+/-)
- One (1) angled float measuring as indicated in the below diagram:



- All steel and hardware (interior corner brackets, exterior corner hinge brackets, nuts / bolts, hinge bolts, lag screws, screws, nails, cleats, etc.) shall be hot-dipped galvanized unless otherwise specified herein.
- Outer frame to be constructed of 4"x 8" Grade #1 Southern Yellow Pine with CCA Preservative or similar material with four corners secured by angle brackets and through bolted.
- Minimum of four (4) 2' x 8' stringers per dock. Stringers to be constructed of Grade #1 Southern Yellow Pine
- Dow buoyancy billets or similar material to be used for flotation.
- Total number of billets shall be determined by the successful bidder but billets must be spaced sufficient to provide adequate buoyancy and spaced so floats can be stacked with forks and picked up.
- Twenty two (22) 6" x 6" skid-boards at two (2) skids per float to be installed with bolt heads countersunk on underside of skid. Skid ends must be beveled to allow for dragging of floats across a paved surface.



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- Vinyl dock bumper measuring approximately 3” x 1-1/2” shall be installed on the sides of each float. Strips shall be white in color and secured with stainless or similar noncorroding screws.
 - Decking to be constructed of 2” x 10” Grade #1 Southern Yellow Pine with CCA Preservative or similar material. Decking shall be secured with stainless or similar noncorroding screws.
 - Eyebolts at 1½” I.D.> and necessary lengths of ½” galvanized chain to be installed on backside of each dock for attachment to anchor pilings located on bulkhead. Number of eyebolts and location of said eye-bolts to be determined by the bidder upon examination of the current dock and anchoring system.
 - Total of twenty-two (22) corner brackets at two (2) per dock for connecting docks together. Corner brackets shall be installed flush with top of decking and shall be male/female type connection for use with ¾” minimum diameter 8” long connecting rods.
 - Total of forty-four (44) 10” cleats at four (4) cleats per float. Locations for cleats shall be determined by the bidder upon examination of the current dock and anchoring system. Cleats shall be through bolted, with galvanized reinforcement brackets affixed to the frame.
 - All work must be completed by no later than Tuesday, April 1, 2025. All docks are to be delivered to Rock Harbor.
 - See also Exhibit 3: Rock Harbor Floating Docks Overall Layout Plan
- 7) Bidder’s Responsibilities.
- Performance: Complete all work necessary to comply with the requirements of this RFB, and the Agreement (See: Exhibit 8. Sample Agreement).
 - Coordination: Work with the Natural Resources Manager/Harbormaster to identify and clarify project objectives as needed.
- 8) How to Apply. All bids must be submitted in a sealed envelope clearly marked **“Meetinghouse Pond/Barley Neck Road Town Landing & Rock Harbor Floating Docks”** with one (1) original and five (5) copies, on or before 3:00 pm prevailing time on December 6, 2024, addressed to Town Manager, 19 School Road, Orleans, MA 02653. Late responses will not be considered and will be returned unopened.

General Requirements

1. Responses received after submission deadline will be deemed non-responsive and will not be accepted. Responses must include all required documents, completed and signed pursuant to the instructions and attached forms included in this bid packet.
2. Bidders should allow sufficient time for their responses to be hand-delivered or received by mail, if not sending electronically. The Town reserves the right to reject any and all submissions, or submissions that are incomplete, or deemed non-responsive, or that are not in the best interest of the Town.



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3. All submittals shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.
4. If any changes are made to this packet, an addendum will be issued. Addenda will be automatically sent to all bidders registered at www.town.orleans.ma.us/bids.aspx.
5. Responses may be modified, corrected, or withdrawn only by written notice received by the Town prior to the time and date set for the response opening. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" and must reference the original response.
6. Negligence on the part of the responder in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.
7. The Town reserves the right to reject all responses and to waive any minor informality in responses received whenever such a rejection or waiver is in its best interests.
8. The Town may cancel this request, in its entirety or in part, or may reject all responses whenever such action is determined to be fiscally advantageous to the Town, or if it is otherwise in the best interest of the Town.
9. The Town may request that supplementary information be furnished to assure the Town that a responder has the technical competence, the business and technical experience and organization, and the financial resources adequate to successfully perform the necessary work.
10. The Town will not be responsible for any expenses incurred in preparing and submitting responses. All submittals shall become the property of the Town. All deliverables, reports, maps, diagnostics, plans, studies, and other documents resulting from this request shall become the property of the Town. The Town has the right to disclose information contained in responses.
11. The Town has determined that this request is subject to the Uniform Procurement Act, M.G.L. c. 30B. Therefore, the provisions of M.G.L. c. 30B are incorporated here by reference. The selected responder is expected to comply with all applicable state and federal laws in performance of service.
12. Responses received prior to the date of opening will be securely kept. No responsibility will attach to an officer or person for the premature opening of a response not properly addressed and identified.
13. Any responses received after the advertised submittal date will be considered non-



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responsive and remain unopened.

14. Purchases by the Town are exempt from federal, state, and municipal sales and/or excise taxes.
15. Incomplete, conditional, or obscure responses will be rejected. No award will be made to any responder who cannot satisfy the requirements of these specifications. The Town's decision or judgment on these matters shall be final, conclusive, and binding.
16. The Certificate of Non-Collusion, Tax Compliance Certification and the Acknowledgment of Principal must be included with the response. The authorized individual(s) must sign these forms.
17. Submittals acknowledge the responder's acceptance of all sections and requirements of this document. The successful response will be made part of the contract documents. If the responder's proposal does not comply with the requirements of this request, or if an item is misunderstood, a copy of that section must then be included in the response clearly stating the deviation, additions, or other comments.
18. If, at the time of the scheduled submittal deadline, Orleans Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the deadline for submittals will be postponed until 3:00 p.m. on the next normal business day.
19. The Town makes no representations or warranties, expressed or implied, as to the accuracy and or completeness of the information included in this request. This request, including all attachments, supplements, and/or future addenda, is made subject to errors, omissions, and withdrawal without prior notice, and to changes to, additional, and different interpretations of laws and regulations.

Additional Requirements

Agreement. The successful firm will have up to ten (10) days from the time it receives Notice of Award from the Town to execute the Agreement (See: Exhibit 8. Sample Agreement), with such mutually acceptable amendments as are consistent with this request and approved by the Town. Any such amendments to the Agreement may be negotiated by the Town after the successful respondent has been selected. If the successful bidder fails to execute the Agreement within ten (10) days of notice of award (or within any mutually-agreed written extension) the Town may select the next most advantageous bid.

Cost. Respondent shall perform and complete all work necessary to comply with all the following:

- The requirements of this RFB
- The requirements of the Agreement
- The requirements of all other required governmental permits and approvals



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Respondent shall be solely responsible for all costs and expenses of the work. Respondent shall, at its sole cost and expense, obtain all necessary permits, approvals and licenses required from governmental authorities, including the Town.

Respondent shall pay (or cause to be paid) all costs and expenses associated with the work and shall defend, indemnify and hold the Town harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the firm's performance.

Project Schedule

- RFB Documentation Publicly Available: November 1, 2024
- RFB Submission By: December 6 2024
- Notice of Award: December 15, 2024
- Project Completion: April 1, 2025

Evaluation Criteria

The contract will be awarded to the **lowest responsible and responsive bidder** in accordance with M.G.L. c. 30B. To be considered responsible and responsive, bidders must meet the following criteria:

- 1) Responsiveness to Bid Requirements
 - a. Bidders must fully comply with all submission requirements outlined in this RFB, including adherence to specifications, terms, and conditions.
 - b. Incomplete or partial submissions, or those that do not meet the stated specifications, may be rejected as non-responsive.
- 2) Bidder Responsibility
 - a. Experience: Bidders must demonstrate relevant experience in completing similar projects. A minimum of five (5) years of experience in relevant work, e.g., construction of floating docks or waterfront structures is preferred.
 - b. Qualifications and Licensing: Bidders must hold all licenses, certifications, and qualifications necessary to perform the work in compliance with applicable laws and regulations.
 - c. Financial Stability: Bidders must provide proof of financial stability, including the ability to obtain a performance bond and payment bond as required.
 - d. References: Bidders must provide a minimum of two (2) references from recent clients for similar projects. References should include contact information and a brief description of the work performed.
- 3) Compliance with Required Documentation



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- a. Bid Bond: A 5% bid bond must be submitted with the bid as security for the bid offer.
 - b. Insurance Certificates: Bidders must submit proof of proper insurance coverages, See Exhibit 9: Insurance Requirements.
 - c. Certification Forms: Bidders must submit all required certification forms.
- 4) Award Basis: The contract will be awarded to the lowest bidder who has been determined to be both responsible and responsive, meeting all requirements as outlined above.

The Town reserves the right to reject any and all bids, waive minor informalities, and make an award as deemed to be in the best interest of the Town.

End of Specifications



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Appendix

- Exhibit 1: Bid/Proposal Dated _____
- Exhibit 2: Meetinghouse Pond/Barley Neck Road Town Landing Dock Layout
- Exhibit 3: Rock Harbor Floating Docks Overall Layout Plan
- Exhibit 4: Certificate of Non-Collusion
- Exhibit 5: Statement of State Tax Compliance
- Exhibit 6: Acknowledgement of Principal
- Exhibit 7: 50% Construction Payment Bond
- Exhibit 8: Sample Agreement
- Exhibit 9: Insurance Requirements
- Exhibit 10: Certificate of Insurance
- Exhibit 11: Prevailing Wage Rates # _____ (if applicable, request schedule)

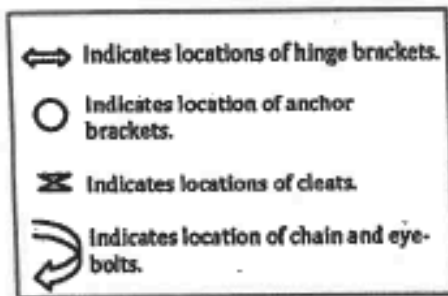
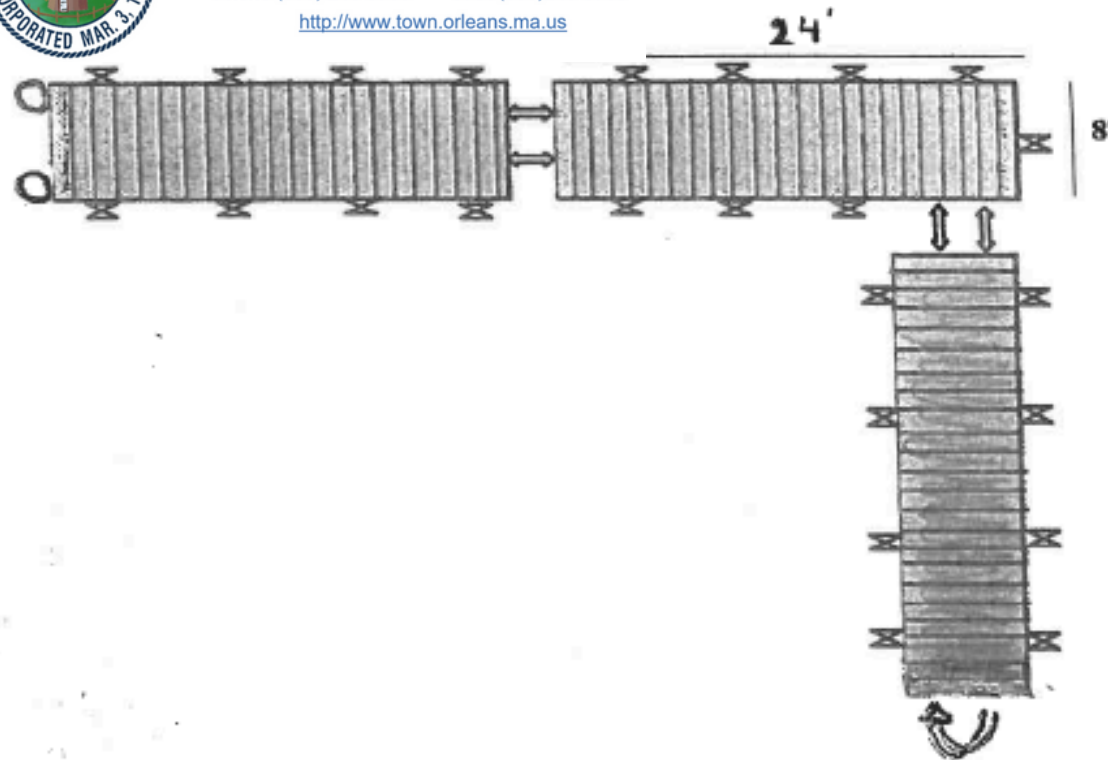


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Meetinghouse Pond/Barley Neck Road Town Landing

Dock Layout



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CERTIFICATE OF NON-COLLUSION

Project Name:

Pursuant to M.G.L. Ch. 30B Section 10, the undersigned certifies under 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 individual submitting bid or proposal)

(Name of business)



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STATEMENT OF STATE TAX COMPLIANCE

Project Name:

Pursuant to Ch. 233 of the Acts of 1983, §49A(b),

I, _____, acknowledge that I am the authorized signatory for _____, whose principal place of business is at _____,

and as such, do hereby certify under the pains of penalties of perjury that this company has complied with all laws of the Commonwealth relating to taxes.

Social Security or Federal ID Number _____

Subscribed and sworn to this _____ day of _____, 20____.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION:

State of

County of _____ SS:

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say to me that he resides at _____, that he is of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

Contractor's Signature

(Seal)

Notary Public Signature

My Commission expires on:

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of

County of _____ SS:

On this _____ day of _____, 20____, before me personally came and appeared to me known, and known to me to be one of the members of the firm of _____ described in and which executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Contractor's Signature

(Seal)

Notary Public Signature

My Commission expires on:





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Fifty (50) % Construction Payment Bond

That we _____, organized under the laws of the State of _____, and having a usual place of business in _____ as principal, and _____, organized under the laws of the State of _____ and having a usual place of business in _____, as surety, are holden and stand firmly bound unto the Town of Orleans, Massachusetts, as obligee, in the sum of _____ (\$ _____) Dollars, lawful money of the United States of America, to and for the true payment whereof, we hereby bind ourselves, and each of us, our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the said principal has, by means of a written agreement, dated _____, entered into a contract with the said obligee for the **Meetinghouse Pond/Barley Neck Road Town Landing & Rock Harbor Floating Docks** project, a copy of which agreement is attached hereto and by reference, made a part hereof.

Now, Therefore, the conditions of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duty authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, then this obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

In Witness Whereof, the above-bounded parties have hereunto set our hands and seals this _____ day of _____, 20_____.

Important: Attach herewith proof of authority of officers or agents to sign Bond.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____



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Project Agreement (Sample)

The following provisions shall constitute an Agreement between the Town of Orleans, acting by and through its Town Manager, the “Town”, and Contractor, with an address of Address, the “Contractor”, effective as of the _____ day of Month 2024. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall perform all work and furnish all services as described in the Request issued by the Town and the Contractor’s response dated Date, set forth in Attachment I. The Contractor shall provide the scope of services outlined in Request. Further, the Contractor agrees to sell and/or deliver to the Town materials and/or services in accordance with the following: **furnish all labor, materials and equipment to complete Meetinghouse Pond/Barley Neck Road Town Landing and Rock Harbor Floating Docks work** in accordance with this Agreement and the contract documents enumerated in Article 4.

ARTICLE 2. TIME OF PERFORMANCE

The Contractor shall complete all work and services in accordance with REQUEST required hereunder commencing on Date, and ending on Date.

ARTICLE 3. COMPENSATION

The Town shall pay the Contractor for the performance of the outlined work an amount not to exceed Dollars (\$X,XXX.00) total.

ARTICLE 4. CONTRACT DOCUMENTS

The following documents are incorporated into this Agreement and are fully part of the Agreement as if attached or repeated herein:

- Exhibit 1: Bid/Proposal Dated _____
- Exhibit 2: Meetinghouse Pond/Barley Neck Road Town Landing Dock Layout
- Exhibit 3: Rock Harbor Floating Docks Overall Layout Plan
- Exhibit 4: Certificate of Non-Collusion
- Exhibit 5: Statement of State Tax Compliance
- Exhibit 6: Acknowledgement of Principal
- Exhibit 7: 50% Construction Payment Bond
- Exhibit 8: Sample Agreement
- Exhibit 9: Insurance Requirements
- Exhibit 10: Certificate of Insurance
- Exhibit 11: Prevailing Wage Rates # _____ (if applicable, request schedule)



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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 Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor 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 Contractor
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

The Town reserves the right to terminate this Agreement for any reason, upon thirty (30) days written notice to the Contractor. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the 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 shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor 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 Contractor 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 Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS

This Agreement is subject to the availability of funds appropriated for the Project's purpose.

ARTICLE 8: APPLICABLE LAW – Massachusetts General Law Chapter 30B

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, including Massachusetts General Laws (MGL) Chapter 30B, which governs procurement of goods and services by municipalities.

ARTICLE 9: ASSIGNMENT



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The Contractor shall not assign or transfer any interest in this Agreement.

ARTICLE 10: AMENDMENTS

Any changes or modifications to this Agreement must be made in writing and signed by both parties. No amendment shall be valid unless executed in the same manner as this Agreement. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change shall be made until after the written execution of the amendment or change to the Agreement by both parties.

ARTICLE 11: 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. Nothing herein shall be construed to create an employer-employee relationship between the Town and the Contractor or any of the Contractor's employees for any purpose.

ARTICLE 12: INSURANCE

The Contractor 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 Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any of its subcontractor shall purchase, furnish copies of, and shall maintain in force at all times during the term of this Agreement the following insurance coverage:

General Comprehensive Liability

Bodily Injury	Not less than \$1,000,000.00 per occurrence or \$1,000,000.00 in the aggregate.
Property Damage	Not less than \$1,000,000.00 per occurrence or \$1,000,000.00 in the aggregate.
Worker's Compensation	Minimum limit of \$500,000.00 per State Statute

The Town shall be named as an additional insured on the aforementioned policies, and the Contractor shall be required to provide the Town with a certificate of such insurance.



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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.

ARTICLE 13: SEVERABILITY

If any provision 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 provision of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: 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.

ARTICLE 15: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

This certification is executed pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, and is a requirement of the contract between the Town and the Contractor for the implementation of the Orleans Rental Assistance Program.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name



TOWN OF ORLEANS

19 School Road Orleans, MA 02653-3699

Phone (508) 240-3700 FAX (508)240-3703

<http://www.town.orleans.ma.us>

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.

CONTRACTOR
Contractor
By:

TOWN OF ORLEANS
By its Town Manager:

Printed Name
Title

Kimberly Newman
Town Manager



TOWN OF ORLEANS
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Insurance Requirements for Inclusion

Project: Meetinghouse Pond/Barley Neck Road Town Landing - Floating Docks

Insurance. The Contractor shall carry and maintain in effect during the entire currency of the contract, at his own expense, the following kinds and minimum amounts of insurance in a company or companies approved by the Town of Orleans. Such insurance shall cover claims and suits which arise out of or result from the Contractor's execution of the contract work whether such execution by the Contractor himself or by any Subcontractor.

- 1) X **Worker's Compensation** as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit of **\$500,000.00**.
- 2) X **"Broad Form" Comprehensive General Liability** including, but not limited to, Bodily Injury, Personal Injury and Property damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage and all other applicable insurance necessary to carry out the contractual obligation to proceed under the contract. Minimum limit of liability **\$1,000,000.00**.
- 3) X **Automobile Bodily Injury and Property Damage Liability** for all owned, non-owned and hired automobiles operated in connection with the performance of the contract. Minimum limits of liability: Single limits of Property Damage and Bodily Injury **\$500,000.00**.
- 4) X Builder's Risk - Amount of the Contract
- 5) X Professional Liability in the amount of **\$250,000.00 / \$500,000.00**.

OR

- 6) X Errors and Omissions in the amount of **\$250,000.00 / \$500,000.00**.

Certificate of Insurance. Prior to beginning work under the contract, the Contractor shall furnish the Town of Orleans a Certificate of Insurance naming the Town as 1) X an additional insured or 2) ___ certificate holder acceptable to said Town evidencing the existence of the foregoing insurance coverage. Such Certificate also shall provide that the Town of Orleans will be notified at least 30 days in advance of the cancellation or non-renewal of any insurance covered by the Certificate.