

**Town of Lincoln
Building Department
16 Lincoln Road
Lincoln MA 01773**

Request for Quotes – March 15, 2017

The Lincoln Building Department is seeking quotes for review of building permit application construction documents for a new Minuteman Regional Vocational Technical School located at 758 Marrett Road in Lexington MA. Given the size and complexity of this project the Town of Lincoln needs to retain outside review expertise to assist with our Building Permit Application process for compliance with the Commonwealth's; State Building Code 780 CMR, Stretch Energy Code, Architectural Access Board 521 CMR, , Plumbing and Gas Fitting 248 CMR, Electrical Code 527 CMR, Sheet Metal 271 CMR, and any other of the Commonwealth's applicable CMR's. The applicant is also seeking review for ADA compliance. The project consists of constructing a new building, parking lots, lighting, service areas, landscaping, screening, and sports fields. The area consists of 65.71 acres with a portion in the Town of Lexington and a portion in the Town Lincoln. The current school is in the Town of Lexington. The new school building will be located in the Town of Lincoln.

- The consultant will review and provide constructive feedback on provided construction documents and associated documents and material on the project's compliance with all applicable regulations for the purposes of issuing a building permit.
- The consultant shall review and provide constructive feedback on the initial review within 2 weeks of the contract having been awarded. All subsequent follow up reviews require feedback within 5 days.
- The consultant shall review and provide comment with respect to state CMR's and federal Law on all applicable documents prior to Building Permit issuance.
- The consultant shall and sub-consultant/s shall meet minimum qualifications specified in Section 53G of Chapter 44

Quotes are due by 2 pm Monday, March 27, 2017 to Mary Day, Office of the Selectmen, Town of Lincoln, 16 Lincoln Road, Lincoln MA 01773. Emailed quotes are acceptable: daym@lincolntown.org

All quotes shall include the following:

- Hourly rate & estimated hours
- Estimate of mileage and incidental expenses
- All Statements and Certifications, as attached

All Material can be found using the below link:

Building Department Filings:

<https://www.dropbox.com/sh/idqefeticfszwdd/AADLd-RPuKbsHpziSNfnHqF0a?dl=0>

To contact Dan Walsh, Building Commissioner Use 781-259-2613 or walshd@lincolntown.org

TOWN OF LINCOLN

Building Permit Construction Documents Review Consultant

THIS PROPOSAL SUBMITTED BY:

COMPANY: _____

ADDRESS: _____

CITY and STATE: _____

TELEPHONE NO.: () _____

Hourly Rate: \$ _____

Estimated Hours: _____ Hours

Estimated Mileage and Incidentals: \$ _____

PROPOSER MUST SIGN THE FOLLOWING IN INK:

BY: _____

PLEASE PRINT NAME AND TITLE OF SIGNER BELOW:

NAME: _____

TITLE: _____

TOWN OF LINCOLN
Building Permit Construction Documents Review Consultant

NON-COLLUSION STATEMENT

The undersigned proposed has not divulged to, discussed or compared his/her proposal with other proposers and has not colluded with any other proposer or parties to the proposal whatever.

THIS PROPOSAL SUBMITTED BY:

COMPANY: _____

ADDRESS: _____

CITY and STATE: _____

TELEPHONE NO.: (_____) _____

PROPOSER MUST SIGN THE FOLLOWING IN INK:

BY: _____

PLEASE PRINT NAME AND TITLE OF SIGNER BELOW:

NAME: _____

TITLE: _____

NAME, SIGNATURE AND COMPANY MUST BE THE SAME ON EACH OF THE FOLLOWING PAGES OF THE PROPSAL AS THEY APPEAR ABOVE.

INDICATE WHICH TYPE OF ORGANIZATION BELOW:

INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION _____ OTHER _____

TOWN OF LINCOLN
Building Permit Construction Documents Review Consultant
CERTIFICATIONS

1. **Certification of Good Faith.** Pursuant to section 10 of chapter 30B of the general laws, (and the Town's policy for all contract pursuant to MGTL c. 30.39M or c. 149.44a-H) the following certificate must be completed and attached to the bid or proposal:

The undersigned certified under the 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 work "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

SIGNED: _____

Name of person signing bid or proposal

TYPED: _____

DATE: _____

2. **Certification that State Taxes are Filed and Paid:** Pursuant to section forty-nine A of Chapter sixty-two C of the General Laws, the following certification must be completed and attached to the bid or proposal:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My social security number (voluntary) or Federal Identification number is: _____.

By: _____

Signature of Individual/Corporate Name (Mandatory) Corporate Officer (Mandatory, if applicable)

Date: _____

Approval of a contract or other contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filings or tax payment obligations. Providers who fail to correct non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.

3. Certificate of Non-Conflict of Interest

The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is peculiarly interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise there from; and further that no official or employee of said governmental body will receive an commission, discount, bonus, gift, contribution, or received from or share in the profits of any person making or performing such contract. As used in this certification, the work "person: shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signed: _____ Date: _____

Name of Person signing bid or proposal

Typed: _____

Name of Business

TOWN OF LINCOLN, MASSACHUSETTS

SAMPLE CONTRACT / AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2016 by and between the TOWN of LINCOLN, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 16 Lincoln Rd., Lincoln, Massachusetts, hereinafter referred to as the "TOWN", and _____, [a _____ corporation] having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the TOWN invited the submission of quotes for the purchase and delivery of Affordable Housing Administrator/Housing Coordinator services for the Affordable Housing Coalition, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefore to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's written quote. 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 the scope as described within the Town of Lincoln Request for Proposals.
3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof. The Town retains the right to renew the contract at this price for two separate additional one-year terms solely at the Town's discretion.
4. COMPENSATION. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total contract price \$_____.
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of each monthly 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. INSURANCE.

A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN as listed below:

- Commercial General Liability (Broad Form) - \$1,000,000
- Auto Liability - \$1,000,000
- Workers Comp. Employer Liability - Statutory

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

C. Contractor must have all personnel handling money be bonded in the amount of \$25,000.00, by a bonding or insurance company licensed to do business in Massachusetts, for the purpose of coverage for loss of funds handled by the contractor in the course of conducting the scope of work of this contract.

10. 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.

11. 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, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. 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.

12. 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 CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, 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.
13. 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.
14. 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.
15. 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.
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.

For the TOWN OF LINCOLN, MA

By: _____
(Signature)

(Name and Title)

I certify that an appropriation
is available in the amount of this
Contract.

Lincoln Town Accountant

For the CONTRACTOR:

(Signature)

(Name and Title)