



William F. Martin
Mayor

City known as the Town of
GREENFIELD, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS

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**Second Request for Proposals
Construction of a new DPW Office Building
209 Wells Street, DPW Facility
Greenfield, Massachusetts**

**Addendum #1
Clarifications and Answers to Questions and Comments Received**

September 21, 2017

- 1) Electrical service by who? And where?

The awarded proposer shall be responsible for the electrical service to the new building and shall be responsible for contacting and working with Eversource to coordinate the location and installation of the service.

- 2) Basement finish or just concrete walls and concrete slab?

The basement shall be unfinished with concrete walls and concrete slab.

- 3) Cabinet vanity may not meet ADA code unless open under; could we do pedestal sink?

Yes.

- 4) Spec calls out shower, won't fit in restrooms and still meet ADA.

The shower shall be eliminated.

- 5) We were planning engineered wood roof trusses in lieu of the 2x12 rafters.

Engineered wood roof trusses shall be allowed in lieu of the 2x12 rafters.

- 6) Double door type and style?

The proposer shall suggest the door type and style keeping in mind the Town is looking for a mid-grade door.

- 7) Floor plan
- a. Any door from waiting area into admin?
No. There will be a counter.
 - b. Shower?
Eliminate the shower.
 - c. Code may require doors to swing out.
This is okay. The door must meet building code.
 - d. May need 18" on the handle side for code (inside the ext. door).
This is okay. The door must meet building code.
 - e. Foyer/Waiting area: is this one long room or two?
One.
 - f. Any reception window from admin to waiting area?
No.
 - g. One basement window will be under the stair or blocked by stringer.
The window shall be moved to fit so it is not under the stair or blocked by the stringer.
 - h. May need to box out stairs underneath, code may not allow storage under.
This is okay, follow code.
- 8) Can you please supply the contract or PO with terms for review?
- An example contract with typical terms is attached.*
- 9) Have the funds for this project been appropriated?
- Yes. \$300,000 has been appropriated for this project.*
- 10) The specs call out residential code although this is a commercial DPW building. Please explain.
- State Building Code applies to this building, not the State Residential Building Code. The design and specifications must address State Building Code regulations.*
- 11) When will the Town award the project?
- In October 2017.*

EXAMPLE
AGREEMENT

**Engineering Services for the Design of the Leyden Woods and East Side
Sanitary Sewer Pump Station Replacements**

Agreement made this _____ day of July, 2016, by and between the Town of Greenfield, Massachusetts, ("Client") with principal offices at 14 Court Square, Greenfield, MA 01301 and Tighe & Bond, Inc. ("Tighe & Bond") with its office at 53 Southampton Road, Westfield, MA 01085.

1. Tighe & Bond's Services

Tighe & Bond's services are described in Attachment A, Scope of Services, which are attached to and made part of this Agreement by reference.

2. General Conditions

These General Conditions specify the general understandings, representations, and obligations of Tighe & Bond and Client.

3. Special Conditions

The Scope of Services specifies: 1) the scope and location of the work; 2) the basis of Tighe & Bond's compensation; and 3) specific obligations of Tighe & Bond and Client which are not part of these General Conditions.

4. Changes in Scope of Services

If Client or Tighe & Bond request changes in the Scope of Services, the Parties will, by mutual agreement, execute a written amendment describing the changes to the Scope of Services, project schedule and authorized budget. If the Parties cannot agree to the changed scope of services or budget, Tighe & Bond will continue to provide the services initially approved by Client.

5. Time for Performance

- A. The services schedule is described in the Scope of Services. If Tighe & Bond's Services are interrupted, suspended, or delayed for any reason beyond Tighe & Bond's reasonable control, the services schedule shall be adjusted accordingly.
- B. Tighe & Bond shall not be responsible for consequential damages of any kind or nature caused by such delay in the work.

6. Compensation and Payment

A. Compensation

- 1) Except when indicated otherwise in a written agreement between Client and Tighe & Bond, Tighe & Bond will invoice all its service related labor in

accordance with Tighe & Bond's fee schedule, which is attached to and made part of this Agreement (Attachment B).

- 2) Tighe & Bond shall submit invoices for payment on or about the 1st of each month, for services rendered the previous month. Client will process all invoices within forty-five (45) days of approval. If Client objects to any portion of the invoice, Client must notify Tighe & Bond in writing within ten calendar days from receipt of the invoice, identify the cause of disagreement, and pay when due all charges that are not in dispute. In the event Tighe & Bond and Client cannot resolve a dispute regarding the invoiced amount within thirty days after Tighe & Bond receives Client's notice of disagreement, the dispute shall be subject to the Dispute Resolution provision of this Agreement.

B. Effect of Client's Delay in Payment

- 1) If any undisputed amount is not paid within forty-five calendar days after Client receives Tighe & Bond's invoice, Tighe & Bond may, without notice, suspend all services until all outstanding amounts have been paid or Tighe & Bond may terminate this Agreement and its services for cause and regardless of any other provision of this Agreement to the contrary, such action by Tighe & Bond shall not be a breach of this Agreement.
- 2) All unpaid invoices and other invoiced amounts not in dispute and all of Tighe & Bond's costs of collection, including all reasonable legal fees and related costs shall constitute Tighe & Bond's continuing and valid claim against Client and its heirs, successors and assigns until paid in full.

7. Tighe & Bond's Standard of Care

- A. Tighe & Bond will perform all services in a manner consistent with the level of care and skill generally exercised by firms providing similar services in the same general locality under similar conditions at the time the services are provided. Tighe & Bond will, without additional compensation, correct or revise any of its work, reports and other deliverables, which are not consistent with this standard of care subject to Client providing reasonable notice to Tighe & Bond.

B. Cooperation of Client and Tighe & Bond

Client and Tighe & Bond will cooperate to complete the services in a timely, efficient, and cost-effective manner, with each Party designating an authorized project representative who shall have the authority to make decisions.

8. Confidentiality

A. Nondisclosure

With the exception noted below, Tighe & Bond shall consider all Clients' information as confidential and will not disclose such information to any other party unless requested by Client or directed by subpoena or court order. In such event, Tighe & Bond will cooperate with Client by providing Client with as much

notice as possible under the circumstances and by all other lawful means as Client may request. All of Tighe & Bond's costs in responding to or attempting to minimize the effect of any subpoena or lawful order at Client's request will be invoiced to Client on a time and expenses basis and shall be paid by Client within thirty business days after Client receives Tighe & Bond's invoice. Client's failure to pay Tighe & Bond as specified in this paragraph shall be a material breach of this Agreement.

9. Health & Safety

Tighe & Bond is responsible for personnel at the work sites who are under their control and will take reasonable safety precautions to protect their personnel from injury.

10. Indemnity

A. General

Tighe & Bond agrees to indemnify, and hold harmless Client and its officers, directors, and employees from and against claims, suits, damages, or losses incurred by Client, to the extent caused by the negligent acts or willful misconduct of Tighe & Bond or its agents, officers, directors, employees and contractors. Tighe & Bond's agreement to indemnify, and hold Client harmless shall not extend to any suit, claims, damages, or losses caused by the negligent acts, omissions, or conduct of Client.

Client agrees to indemnify, defend, and hold harmless Tighe & Bond and its agents, officers, directors, employees and contractors from and against all claims, suits, damages, and losses, arising out of, relating to, or based on Client's negligent acts, omissions or other negligent conduct.

11. Insurance

A. Tighe & Bond shall maintain the following types of insurance relating to this Agreement and Tighe & Bond's performance of the Services:

- 1) Workmen's Compensation and Employer's Liability Insurance as required by the Workmen's Compensation Laws of the Commonwealth of Massachusetts.
- 2) Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions.
- 3) Comprehensive Commercial Liability Insurance covering Bodily Injury and Property Damage (Broad Form) as follows:

Limits of Liability*	\$1,000,000 each occurrence
	\$2,000,000 aggregate

* or \$1,000,000 single limit combined Bodily Injury and Property Damage.

The Comprehensive Commercial Liability Policy shall provide insurance for the Engineering Firm for Bodily Injury and Property Damage to third persons arising out of:

- (a) Work performed by the Engineering Firm itself with its own employees, called “premises operations.”
 - (b) Work performed by its subcontractors, called “sublet work” or Independent Contractors (this is referred to as Contractor’s Protective Liability).
 - (c) The Engineering Firm’s liability assumed under this contract, called “Hold Harmless” clauses or indemnity agreement. (This is referred to as Contractual Liability Insurance).
 - (d) If any work is to be performed below the surface of the ground, the coverage shall be extended to include protection against property damage caused by explosion (including blasting), collapse of structures and damage to underground pipes and utilities. (This is known as “XCU” coverage).
- 4) Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

Limits of Liability

Bodily Injury	\$500,000 each person \$1,000,000 each accident
Property Damage	\$1,000,000 each accident

* or \$500,000 single limit combined Bodily Injury and Property Damage.

This insurance is to apply with respect to all owned or hired vehicles of the Engineering Firm and non-ownership protection for all employees of the Engineering Firm engaged in the performance of this contract.

- 4) All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed in triplicate with the Town before operations are begun. Such certificates not only shall name the types of policy provided, but also shall refer specifically to this Contract* and article and the above paragraphs in accordance with which insurance is being furnished and shall state that such insurance is as required by such paragraphs of this Contract and shall be sufficiently comprehensive as to permit the owner to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

If the initial insurance expires prior to completion of the Contract, renewal certificates shall be furnished by the date of expiration.

* If blanket coverage is furnished, this particular Contract need not be referred to.

- 5) The Engineering Firm shall require each of his sub-contractors to procure and maintain until the completion of that sub-contractor's work, insurance of the types and to the limits specified in paragraphs A to C, inclusive, above. It shall be the responsibility of the Engineering Firm to insure that all his sub-contractors comply with all of the insurance requirements contained herein relating to such sub-contractors.

No insurances required or furnished hereunder shall, in any way, relieve the Engineering Firm of, or diminish any of his responsibilities, obligations and liabilities under the Contract.

12. Termination

A. Termination for Cause

Either party may terminate this Agreement for cause if the other party fails to substantially perform its responsibilities under this Agreement or substantially violates or breaches any provision of this Agreement.

The terminating party shall provide at least ten calendar day's written notice of its intent to terminate, specifying the reasons and an opportunity for the terminated party to consult with the terminating party and cure the alleged failure or violation within ten business days.

13. Dispute Resolution

- A. The parties shall attempt in good faith resolve any dispute, controversy or claim related to this Agreement within twenty business days after the date any such issue arises (the "Issue Date").
- B. If the parties cannot resolve a dispute within this period, the parties agree to submit the dispute to mediation within thirty business days after the Issue Date and may use any mediator upon which they mutually agree. If the parties cannot mutually agree on a mediator within forty business days after the Issue Date, the parties will each select a mediator. The two mediators will then select the mediator. The cost of any mediation will be split equally between the parties.
- C. If the parties are unsuccessful in their good faith attempt to mediate the dispute, the dispute may, by written agreement settle the dispute by binding arbitration.
- D. The parties agree that a judgment on an arbitration award may be obtained from and enforced in any court having appropriate jurisdiction.

14. Miscellaneous

- A. This Agreement shall be binding on Tighe & Bond and Client and their respective heirs, successors, legal representatives and assigns.
- B. Neither party shall assign or transfer any rights, responsibilities, or interests in this Agreement without the written consent of the other party, such consent not to be

unreasonably withheld. An assignment shall not relieve the assigning party from any responsibility, duty, or obligation under this Agreement, unless expressly agreed to in writing. Any attempt by either party to assign this Agreement in violation of the above provision shall be null and void.

- C. Tighe & Bond may retain any subcontractors which, in Tighe & Bond's opinion, can assist in the performance of Services under this Agreement. Tighe & Bond shall be responsible for all services provided by its subcontractor(s) as if the Services were provided directly by Tighe & Bond.
- D. All duties, responsibilities, rights, and interests created by this Agreement are for the sole and exclusive benefit of Tighe & Bond and Client, and not for the benefit of any third party.
- E. Any written notice required or authorized under this Agreement shall be personally delivered, sent by certified mail or overnight delivery to the authorized representatives designated under this Agreement. The party providing notice must be able to document this.
- F. If any provision of this Agreement is determined to be void or unenforceable by a court or mediator, all remaining provisions shall continue to be valid and enforceable. The parties also agree to reform or replace any void or unenforceable provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the void or unenforceable provision.
- G. The paragraph headings in this Agreement are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this Agreement.
- H. The Agreement, as supplemented by any documented changes and Exhibits, constitutes the complete and final Agreement between Tighe & Bond and Client and it supersedes all prior or contemporaneous Agreements, communications, representations, undertakings or understandings between the parties, whether oral or written, including but not limited to, purchase orders relating to services rendered, except as they are expressly incorporated into this Agreement. Modifications to this Agreement shall not be binding unless made in writing and signed by Tighe & Bond and Client.
 - 1) To the extent that they are inconsistent or contradictory, these General Terms and conditions shall take precedence over all other documents, except amendments expressly revising these General Terms and Conditions.
 - 2) Any term and/or condition set forth in a change order executed after the date of this Agreement shall take precedence over any inconsistent or contradictory term in this Agreement.
- I. Tighe & Bond shall be fully independent in performing the Services set forth herein and shall not act as an agent or employee of Client. Tighe & Bond is solely responsible for its employees and contractors and for their actions, compensation, benefits, contributions and taxes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

TOWN OF GREENFIELD, MA

TIGHE & BOND, INC.

By: _____
William Martin, Mayor

By: _____

Date: _____

Date: _____

Approved as to Appropriation:

Town Accountant