

# Town of Maynard



## Request for Proposals for the creation of a Master Plan

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## Procurement Calendar

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Released	November 1, 2017	N/A
Written Inquiries due	November 15, 2017	2 pm
Proposals due	November 30, 2017	2 pm

## INTRODUCTION

The Town of Maynard, hereinafter referred to as the “Town” for the purpose of this Request for Proposal (RFP), seeks to hire a consultant to help the community develop a new master plan. The current plan is more than 25 years old. The Town has determined that this purchase is subject to Massachusetts General Law, Chapter 30B, and has issued this RFP for soliciting proposals from qualified consultants.

Notice of this RFP is published in the Goods and Services Bulletin, which is a weekly publication of the Office of the Secretary of State, and in the Beacon-Villager, which is a newspaper with a circulation sufficient to inform the people of the affected locality. Additionally, this RFP is posted on the Town’s website [www.townofmaynard-ma.gov](http://www.townofmaynard-ma.gov).

Any contract agreed to pursuant to this RFP will be subject to Town Meeting appropriation. Some funding for this process appropriated in May of 2017.

## INSTRUCTIONS TO PROPOSERS

Failure to submit required forms will result in the rejection of the proposal.

- All technical proposals must be signed by the submitter, enclosed in an envelope that is sealed and plainly marked on the outside with the name of the proposer and “Town of Maynard Master Plan Technical Proposal”
- Price Proposals must be submitted in a separate, sealed envelope, clearly marked on the outside with the name of the proposer and “Town of Maynard Master Plan Price Proposal”
- A proposal must be signed as follows:
  1. If the proposer is an individual, by him/her personally, or
  2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner, or
  3. If the proposer is a corporation, by the president/vice-president and the treasurer/assistant treasurer or any other authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed (see Attachment E).
- A proposal must include the following attachments:
  1. Information Form (Attachment A) properly completed and executed.
  2. Price Proposal Form (Attachment B) properly completed and executed.
  3. Non-Collusion and Tax Compliance Form (Attachment C) properly completed and executed.
  4. Disclosure of Beneficial Interest Form (Attachment D) properly completed and executed.
  5. Certificate of Vote Form (Attachment E) properly completed and executed, (for corporate owned property only).

- Questions concerning this RFP must be submitted, in writing by November 15, 2017, to:

Town of Maynard  
Attn: William Nemser, Town Planner  
195 Main Street  
Maynard, MA 01754

Or they may be submitted by email to [bnemser@townofmaynard.net](mailto:bnemser@townofmaynard.net)

- The Town of Maynard may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection is in the best interest of the Town, and, it may select the proposal that it deems to be in the best interest of the Town.
- If on the date and time of the submittal deadline the Town Hall is closed due to an uncontrolled event such as fire, snow, ice, wind or building evacuation, the submittal deadline will be postponed until 2:00 p.m. on the next business day.

## **SCOPE OF SERVICES**

The Town of Maynard, Massachusetts is seeking professional consulting services to prepare a comprehensive Master Plan (MP) in accordance with MGL Chapter 41, §81D. The successful proposal will come from consultants with a broad base of knowledge in land use planning, housing, economic development, cultural asset development, smart growth, open space, historic preservation, municipal services, and geographic information services (GIS). A more detailed discussion of these additional objectives is contained in the various sections below.

Maynard is located in MetroWest and has 10,500 residents. The Town is 5.24 square miles and is a former mill town now comprised of a mix of suburban and commercial uses with an established downtown of mixed restaurant, retail and service businesses. Most developable areas of town have significant residential density and roughly 1/4 of the Town is the Assabet River National Wildlife Refuge and thus not available for development.

Maynard is largely “built out” and seeks to balance residential and commercial redevelopment in a manner that allows the town to retain its small town character and associated quality of life while factoring in market demands, economic realities and geographical limitations. The Town adopted the Community Preservation Act (CPA) in 2006.

The last MP was completed in 1991. No updates have been done since then. However, a fairly comprehensive Community Development Plan (CDP) was completed in 2006. This document resulted in Maynard’s Community Development Principles (adopted by the Board of Selectmen in 2011). There are also numerous other planning studies and documents which can serve as valuable resources and/or components of the MP. The Town has an

approved Housing Production Plan (2016), Open Space Plan (2017) and is in the process of completing a Parking Study.

Maynard's budget for this MP may not allow it to include some of the work incorporated in this scope. Included in the sealed Price Proposal, the Town requests that the Consultant submit a *schedule of hourly rates* for all individuals associated with its proposal to be used by the Town should additional work items, beyond the scope of this MP study, be requested during the period of performance of this project.

Maynard has existing GIS map layers but no in-house expertise available. Therefore, the mapping component of this project will require coordination with our existing, external GIS consultants.

### **PUBLIC PARTICIPATION PROCESS**

The Planning Board/Town Planner will serve as the central driver of the MP. The Town will appoint a MP Steering Committee with a diverse membership and representations from Town departments, boards, committees and residents. The purpose of the Committee is to provide input for the desired goals of the Town and aid in guiding the consultant through completing the elements of the plan.

The Town desires to make the process as community-based as possible, providing opportunities for learning as well as engaging community discussion. The Town wants to ensure a public participation component to MP preparation that includes broad participation and community awareness of the process. The Planning Board/Town Planner will play a key role in facilitating the public participation plan, and will serve as the primary Town contact to the Consultant throughout this plan.

### **MEETINGS**

Attendance at approximately six (6) MP Steering Committee meetings, which will occur at varied times (daytime and evening), is required. In addition, consultant must be prepared to attend a minimum of ten (10) public meeting/forums to be held in the evenings or on a weekend day. It is anticipated that the six public meetings will be widely advertised by the Town and these meetings will cover a combination of MP elements. It is possible, depending on public interest, that additional forums may need to be added or existing topics discussed over more than one evening. Daytime workshops, led by staff, may be offered to augment opportunities for input.

Public meetings anticipated include, but are not limited to:

1. Kick off meeting – general overview of process
2. Open Space, Recreation, and Historic Preservation
3. Housing
4. Economic Development and Cultural Resources
5. Downtown Redevelopment
6. Utilities, Energy, Transportation and Green Initiatives
7. Social Services (schools, public health, seniors, veterans) & Public Buildings.
8. Release of Draft MP & Implementation Procedures

Price proposals should include participation in the six MP Steering Committee meetings and ten public meeting/forums. Proposals shall also contain a separate cost per meeting (Steering Committee and public meeting/forum) in the event that attendance at additional meetings is required.

### **REQUIRED ELEMENTS OF THE PLAN**

The MP must contain the components of a MP as outlined in the current requirements of MGL Chapter 41 Section 81D. These requirements include (but are not limited to) the following elements:

- Goals & Policies
- Land Use
- Housing
- Economic Development
- Natural & Cultural Resources
- Open Space and Recreation
- Services and Facilities (municipal and capital)
- Circulation (Transportation)
- Implementation

The finished MP must also incorporate a regional approach, which assesses each element in the MP plan against any applicable regional plan to ensure consistency. The Town of Maynard is a member of the Metropolitan Area Planning Council (MAPC) and sits within the Minuteman Advisory Group on Inter-local Coordination (MAGIC) sub-region. MAPC's regional plan is known as the "Metrofuture Plan." Maynard's final MP must be consistent with "Metrofuture." Maynard officials participate actively in regional planning efforts and numerous studies, documents, and collaborative initiatives have been undertaken with neighboring communities and regional entities including MAPC, MAGIC, and the 495/Metrowest Partnership. To the extent possible, Maynard's final MP should also be consistent with the 2012 created 495 Metrowest Compact (as well as any subsequent updates to the compact during the planning process).

The finished MP shall also identify any portions of the Town's Rules and Regulations Governing Subdivision Control Zoning By-laws and Planning Board Rules and Regulations that may need to be updated in order to be consistent with the findings and recommendations of the MP.

### **DOCUMENTS TO BE REFERENCED IN PREPARING THE MASTER PLAN**

In preparing the MP, the consultant should reference the following documents. (The following is not a comprehensive list but is meant to serve as a preliminary guide; additional studies may or may not be applicable).

- Community Development Plan, 2006
- Housing Production Plan, 2016

- Open Space and Recreation Plan, 2017
- Zoning By-laws and Map
- General By-laws
- Subdivision Control Regulations,
- Master Plan, 1991
- Community Preservation Plan
- 495/MetroWest Development Compact
- CDBG Community Development Strategy, 2017
- Long Range Capital Plan
- Veterans Memorial Park Redevelopment Plan (2016)
- Water/Sewer capacity study.
- White Pond Study
- Parking Study (2017)

## **COMMUNITY VISION AND GOALS**

The purpose of this section is to provide a clear guide for future growth and development within the Town. The framework will shape the subsequent stages of the community planning process. The consultant should incorporate creative planning and visioning tools to achieve public participation. Goals and policy statements for future growth and preservation should be developed from this process and should factor in maximum input from a wide-range of residents, elected officials and appointed boards/committees. The Town feels strongly that ensuring many voices are heard during the preparation process is crucial to the plan's long-term success.

It is essential the consultant understand the general history of Maynard's past planning and economic development successes and failures so as to ensure the resulting plan builds upon past lessons.

Prior to the public kick-off meeting, the consultant shall prepare a build-out analysis presenting current development and socio-economic trends extended out to calendar year 2040. The 2016 Housing Production Plan (HPP) provides much of the base data for this portion of the plan. While Maynard is largely built out, this extended scenario should assume no Town intervention in zoning or other policies. Rather, the build out analysis should attempt to depict what the Town would look like if all policies and zoning remain the same as they are today. This build out analysis will form the base line data going forward to help the Town consider if the vision for the community matches the trends analysis as identified in the HPP and other documents as well as Census data.

In the Consultants proposal, he/she shall describe how the Community Visioning process will be conducted and how it will be incorporated into the planning process.

## **LAND USE**

The consultant shall identify all present land uses and recommend a future land use plan for the location and inter-relationship of public and private land uses. Recommendations for future land use strategies should be made which reflect the goals established in the visioning

process. The Town maps shall be used to incorporate existing and permitted land uses and shall be evaluated by the consultant. The consultant shall, where deemed necessary, suggest changes to the Zoning By-law based on desired outcomes. Higher density opportunity areas shall be identified based on the surrounding land uses and infrastructure availability. The plan should analyze mixed use opportunities in Downtown.

Upon obtaining consensus from the MP Steering Committee relative to proposed land use and/or zoning changes, Consultant shall provide an updated build-out analysis, which incorporates the impact of the proposed changes into the build-out analysis.

## **HOUSING**

A detailed population projection analysis is available in the 2016 HPP. This document shall also be utilized to further expand on Maynard's long-term housing needs. Additionally, in 2006 the Town of Maynard completed a Community Development Plan with a Housing component. The consultant shall examine Maynard's current and future housing needs based on demographic trends, including but not limited to, the analysis of senior and affordable housing. The consultant shall identify additional strategies to aid the Town in attaining -at a minimum- the MGL Chapter 40B 10% affordable housing benchmark. The plan shall include a strategy for the creation of residential units in Downtown (in both existing and new structures), to further promote a mixed-use component.

## **ECONOMIC DEVELOPMENT**

It is expected that the MP will require an extensive economic component. Maynard's largest employer (Digital Corporation) went out of business in the late 1990s and left an economic hole from which the Town has yet to emerge. The Town lacks a unified economic vision: Maynard understands it needs to reinvent itself economically: a high residential tax rate compounded by a significant debt make most capital planning efforts daunting (Maynard has a split tax rate for residential and commercial uses). Nonetheless, it is essential to recognize the Town possesses significant advantages to build a new economy upon:

- Maynard houses several large, and numerous smaller, high tech employers in its 1.1 million square foot office park, Mill and Main," which currently is only about 50% leased out. The Town wishes to build upon this presence to create higher wage employment opportunities.
- Maynard is already a dynamic arts community and includes assets such as ArtSpace studios and numerous galleries. The Town seeks to increase its appeal as a regional destination for the arts, culture, and entertainment. Maynard was awarded a Cultural District designation by the Massachusetts Cultural Council in 2017. Maynard's cultural identity, along with the Cultural District designation, presents an ideal vehicle for economic development.
- Maynard's downtown is dynamic with viable businesses, cultural activity and an active group of business owners and residents.
- A major mixed-use project has been approved by the Town and is breaking ground in early 2018.

- Significant opportunities exist to reclaim much of the Town's frontage along the Assabet River to increase the river's identity as a community asset.
- The "Assabet River Rail Trail" bicycle and pedestrian network will be opened in early 2018. The consultant shall identify potential strategies to utilize this asset to increase Maynard's desirability as a regional destination and as a community.

The consultant must analyze Maynard's existing strengths, opportunities and weaknesses and recommend sustainable strategies that will retain Maynard's quality of life while promoting an economically viable future. The consultant must analyze the regional economic development trends and emerging/declining industries, and expound on where Maynard fits into the larger regional picture. An evaluation of existing commercial vacancies and the identification of strategies, which will encourage business to locate within the Town, are required. The consultant shall guide the Town in considering appropriate ways government can support and build upon existing commercial enterprises and market trends, while supporting sustainable strategies to improve the Town's business climate and attract additional business and residential investment.

### **NATURAL, CULTURAL, AND HISTORIC RESOURCES**

The Maynard Historic Commission and the Maynard Historical Society can provide information for the historic component of the MP. While Maynard has a significant and interesting history, the Town realizes much of its historical heritage is limited in terms of structures. The MP shall emphasize the historical context of place, people and historical identity. The Town has a Demolition Delay by-law in place.

Maynard's historical connection to the Assabet River is largely limited to its history with industrialization. Local environmental groups such as the Organization for the Assabet River (OARS)—emphasize the importance of the river to Maynard; however—it is not currently integrated into the identity of the town. The consultant will explore ways to "reclaim the riverfront" in a manner that both protects this valuable resource and allows for increased public access, awareness, and utilization of the river. The Assabet River Wildlife Refuge is a natural asset yet to be fully utilized as a public amenity by the Town. The consultant will explore ways to enhance and encourage education and utilization of this valuable resource. The consultant shall also explore the potential to enhance existing parks in accordance with the Open Space and Recreation Plan.

Maynard has a long and storied history as a cultural destination: literally all the arts have been represented and highlighted at one point or another in the Town's history. Nonetheless, a level of disconnect exists between cultural events and their role in the Town's economic development. In order to provide a vehicle and cohesion for the Town's cultural activities and identity, Maynard applied for and was granted a "cultural district" designation in 2017. The Consultant will explore ways to utilize Maynard's cultural assets to further build upon them as a base for economic development.

## **OPEN SPACE AND RECREATION PLAN**

The Town's Open Space and Recreation Plan (OSRP) was updated by the Town in 2017. The certified OSRP shall be referenced and utilized within the master planning process, however, the consultant shall guide the Town in expanding upon the content of this document if found necessary and provide planning beyond the five year time frame of that document. Moreover, the Consultant shall help guide the Town in weighing the trade-offs between various land uses and competing demands within the master-planning context. The condition and number of recreational fields shall be examined and the consultant shall determine what facilities may be needed based on projected population trends. The Consultant shall review the comments from the Executive Office of Energy and Environmental Affairs, Division of Conservation and Recreation (DCR) that it issued in its certification approval of Maynard's OSRP. Upon completion of this element of the MP, Consultant shall provide the Town with a list of suggested changes and updates, which the Town will need to incorporate into its next OSRP update.

## **SERVICE AND FACILITIES**

This element of the MP shall address the future needs for public services and facilities under existing conditions and future development scenarios. The Town has a 5- year Capital Plan that should serve as the starting point in this planning effort. This element should aid the Town in advancing that capital improvement plan toward a longer horizon. This plan shall inventory and forecast needs for public facilities services including: police, fire, department of public works, library, recreation, community center, Council on Aging facilities, schools and other municipal offices. At a minimum, consultant shall confer with major department heads in developing recommendations for this section. Recommendations may include opportunities for shared services with other regional entities, organizations or municipalities.

Existing feasibility studies and plans for school and municipal buildings shall be utilized and incorporated within the MP. The consultant shall also evaluate, analyze, and provide recommendations for school and municipal buildings.

A base inventory of the public services being provided by the Town in the human services realm shall be included in this element including Senior, Veterans, and Public Health services. This inventory shall distinguish the various state and federal funding sources for these services and provide an indication of the numbers of people being served.

Various water supply studies have been completed, as well as methods for aquifer protection. The consultant shall incorporate these studies and determine how the water supply and wastewater disposal network effects land use. He/she will consider the projected population growth and density of development that is likely to occur based on the goals of the MP and identify appropriate locations for land uses based on the availability of infrastructure.

During the planning process, if any public facilities or services become recommended for expansion, reconstruction, demolition, or discontinuance, consultant shall clearly identify corresponding impacts that may result from any recommended space utilization changes. These impacts shall be clearly discussed in this element of the MP.

## **TRANSPORTATION & MOBILITY**

The Town of Maynard is not within the MBTA service area for public transit but pays an MBTA assessment and receives the Senior Van program in exchange. Maynard is a member of the Lowell Regional Transportation Authority (LRTA). Public transit opportunities are limited to two Council on Aging shuttle buses that provide point-to-point services for seniors. A pilot program for a shuttle has been implemented by the Town to provide “last mile” connections between Maynard and the South Acton Commuter Rail station. As part of this MP study, the consultant shall examine opportunities for improved mobility, especially for population groups in town that are transportation disadvantaged by way of age, disability, or income. This element of the planning process must provide baseline data with projections to 2030. That data shall, at a minimum, include journey-to-work data, commuter data, car-ownership data, walk-to-school data and other relevant statistics. This MP element must consider traditional and non-traditional transportation components. Bike and pedestrian connectivity, ADA access, and potential for improved transit shall all be considered in this planning effort. It is expected that the Consultant will evaluate Complete Streets techniques for suitability of application in Maynard and make recommendations on Transportation Demand Management (TDM) methods. Pavement management studies, where already available, will be incorporated, and problem intersections identified along with potential solutions. Consultant will utilize the Town’s Complete Street Prioritization Plan completed in 2017 to help the Town identify transportation infrastructure needs. Additionally, Maynard is located on the “Assabet River Rail Trail” bicycle and pedestrian network. To the extent possible, that planning effort shall be incorporated into Maynard’s Transportation and Economic Development elements.

## **IMPLEMENTATION**

The Implementation element shall follow the Community Vision and Goals in the final presentation of the plan, as this chapter is critical to the plan’s success. The identified goals in each element of the MP shall have a detailed implementation element. This process shall specify which municipal regulatory structures need to be amended to achieve the desired goals identified in the plans. The plan shall also identify which parties are most suited to carry out the necessary steps to achieve the MP goals. An implementation timeline and prioritization of goals is required in this section.

## **DELIVERABLES**

The Consultant shall deliver the following items at the completion of the project. All items shall also be provided in the document’s original format (MS Word, Excel, power-point) and will become property of the Town.

- A final report containing all written materials including maps, tables, charts, and photographs, as well as the executive summary. (Maps, large charts and/or spreadsheets should be 11” x 17”. All other materials will be 8.5” x 11”.)
- Ten (10) bound copies.
- A CD of all material listed above, plus all material generated during the project including data, files, and GIS maps.
- Baseline Demographics on all topic areas Existing trends build-out analysis
- Any sample zoning & general by-laws as may be recommended in the MP

- Any sample regulations and policies as may be recommended in the MP
- Projected build-out analysis resulting from the impact of any recommended zoning changes on build-out potential.

## **SUBMISSION REQUIREMENTS**

The proposer must submit a document, called the ‘Technical Proposal’ which outlines the qualifications of the proposer and the methodology by which proposer will conduct the process of creating the Master Plan. Included with this document should be the items included herein and referenced in the “checklist” on the final page.

The Town Administrator must receive one printed proposal, with all attachments, and an electric copy, on a CD, DVD, or flash memory drive, on or before the submission deadline of November 30, 2017 at 2:00 PM at the Office of the Town Administrator, 195 Main Street, Maynard. The technical proposals must be signed by the submitter, enclosed in an envelope that is sealed and plainly marked on the outside with the name of the proposer and “Town of Maynard Master Plan Technical Proposal.” A single, price proposal must be submitted in a *separate, sealed envelope*, clearly marked on the outside with the name of the proposer and “Town of Maynard Master Plan Price Proposal.” The technical proposal and the price proposal must be mailed or hand delivered to the following address:

Town of Maynard  
 Attn: Kevin Sweet, Town Administrator  
 195 Main Street  
 Maynard, MA 01754

- Proposals received by the Town later than the Submission Deadline will be deemed non-responsive and will be rejected.
- All proposals will be date/time stamped as they are received and the Town’s date/time stamp will be controlling. No proposals will be accepted after the time and date noted. Late delivery of materials due to any type of delivery system shall be cause for rejection.
- Emailed or faxed proposals will be deemed non-responsive and will be rejected, regardless of the date/time received.
- The Town will not accept any information or materials submitted after the Submission Deadline unless said information or materials are provided in response to the Town’s written request for such information or materials.
- These requirements will be strictly enforced. Proposers are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by mail or other delivery service.

- Prior to the submission deadline, proposers may correct or modify or withdraw a proposal by written notice to the Town Administrator at the address specified above. After the opening of proposals, a proposer may not correct or modify the price or any other provisions of its proposal in a manner prejudicial to the interests of the Town or fair competition as determined by the Inspector General of the Commonwealth of Massachusetts. No proposer may withdraw his proposal for a period of one hundred eighty (180) days after the date and time set for the opening of the proposals.
- All proposals shall be unconditional.
- The Town reserves the right to request additional information from any and all proposers if it is deemed necessary in order to identify the most advantageous proposal.
- This RFP is issued pursuant to G.L. c. 30B. However, the Town reserves the right to award the purchase to the proposer offering the most advantageous combination of characteristics and purchase price, and shall not be required to award the purchase to the proposer offering the lowest price. The Town reserves the right to negotiate the purchase price and other terms with the selected proposer in a manner not prejudicial to fair competition. Any award is also subject to appropriation of Town Meeting.

#### **RFP COMMUNICATIONS:**

It is the sole responsibility of the proposer to ascertain the existence of any addenda and/or modifications disseminated by the Town, whether or not the same are mailed to, or received by, proposer. As this RFP has been published on the Town's website [www.townofmaynard-ma.gov](http://www.townofmaynard-ma.gov) all proposers are responsible for checking the Town's website for any addenda and/or modifications that are subsequently made to this RFP or the attachments.

The Town accepts no liability for and will provide no accommodations to proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Proposers may contact the Town Administrator in the event this RFP is incomplete or the proposer is having trouble obtaining any part of the RFP electronically through the Town's website ([www.townofmaynard-ma.gov](http://www.townofmaynard-ma.gov)) including, and without limitation, the proposal form and attachments.

Proposers with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFP information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing and accommodation will be made by agreement.

All questions or inquiries concerning this RFP must be made in writing to the Town Planner. All inquiries received by 2:00 p.m. on November 15, 2017 will be considered. Questions may be delivered, mailed, or emailed. Written responses will be mailed or emailed to all applicants on record as having received this RFP. All answers to questions/inquiries will also be posted on the Town website ([www.townofmaynard-ma.gov](http://www.townofmaynard-ma.gov)).

## **EVALUATION CRITERIA**

Evaluation of proposals will be based upon information provided in the proposals, obtained on site visits and from other generally available and verifiable information. The Town reserves the right to request clarification of proposal terms or additional information after the Submission Deadline.

Proposals will be evaluated based upon minimum and comparative criteria. The Town will offer to purchase the property from the proposer who submits the most advantageous proposal based on consideration of specified minimum and comparative criteria.

**Minimum Criteria:** Each proposal must meet all of the following criteria in order to be considered for further evaluation:

- Proposer must have be a responsive and responsible bidder
- Proposer must submit all required forms properly completed and executed
- Proposer must submit all required explanations and documentation
- Proposer must meet all the material and mandatory terms and conditions Town's service contract

Proposals that do not meet the Minimum Criteria will be judged non-responsive and will not be reviewed further.

**Comparative Criteria:** The following criteria will be used to select a consultant from those meeting or exceeding the Minimum Criteria.

### **Master Plans**

- The highly advantageous proposer will have developed four or more municipal master plans.
- An advantageous proposer will have developed one to three municipal master plans.
- A disadvantaged proposer has never developed a municipal master plan.

### **References**

- The highly advantageous proposer will have four or more positive professional references.
- An advantageous proposer will have one to three positive professional references.
- A disadvantaged proposer will have no positive professional references.

### **Resumes of principal engagers**

- The highly advantageous proposer will have an AICP or other professional planning designation.

- An advantageous proposer will have an AICP designation.
- A disadvantaged proposer will not have any professional planning designations.

### **Zoning Knowledge**

- The highly advantageous proposer will have experience with Massachusetts General Laws pertaining to zoning and sub-divisions.
- An advantageous proposer will have experience with Massachusetts General Laws pertaining to zoning or sub-divisions.
- A disadvantaged proposer will have no experience with Massachusetts General Laws pertaining to zoning and sub-divisions.

### **EVALUATION AND SELECTION PROCESS**

The Town, through the Town Administrator or designee(s), will evaluate proposals in accordance with the evaluation criteria set forth in this RFP. The Town Administrator is the awarding authority, and will select the most advantageous proposal, taking into consideration the evaluation criteria and the price.

**ATTACHMENT A**

**PRICE PROPOSAL FORM**

To the Awarding Authority:

A. The Undersigned proposes to work with the Town to develop a master plan in response to the Town of Maynard's Request for Proposal to create a Master Plan for the price listed below in accordance with the terms and conditions of the Request for Proposals.

**B. The proposed contract price is**

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

This price includes the parcel(s) and all amenities required by this

RFP. Date: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, and Zip: \_\_\_\_\_

Phone and Fax. Nos. \_\_\_\_\_

(Note: This form must be submitted in a separate, sealed envelope.)

# TOWN OF MAYNARD<sup>1</sup>

**Contract #** \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_\_\_\_

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**DATE:** \_\_\_\_\_

This Contract is entered into on, or as of, this date by and between the Town of Maynard, 195 Main Street, Maynard, MA 01754 (the "Town"), and

\_\_\_\_\_  
["Contractor"]

\_\_\_\_\_  
[Contact Name for Responsible Person]

\_\_\_\_\_  
[Address of the Contractor]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[FAX Number]

\_\_\_\_\_  
[email address]

1. This is a Contract for the procurement of the following:  
(Describe the work to be performed)

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

\_\_\_\_\_  
<sup>1</sup> Contract Long Form-Services more than \$25,000.00-NOT TO BE USED FOR ENGINEERING AND ARCHITECT CONTRACTS.

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$\_\_\_\_\_ as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security (*Surety is not required for contracts for the purchase of goods and most services. Surety in the form of a 100% performance bond; 100% payment bond and 5% bid surety is ALWAYS required for construction contracts*)

4.1 In the event the contract price exceeds the sum of \$10,000.00, the Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract.

#### 5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. 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.

- 5.3 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.
- 5.4 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.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 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.
- 5.7 Work: The services or materials contracted for, or both.

#### 6. 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, in writing, 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. Time is of the essence for the completion of the Contract.

#### 7. 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 or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

#### 8. 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.

#### 9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, 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.
- 9.2 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.
- 9.3 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.

## 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render

an equitable adjustment.

#### 11. 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 Maynard 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" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as 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.

#### 12. Statutory Compliance:

- 12.1 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.

- 12.2 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.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. 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, 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.

### 13. 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.

### 14. 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).

### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. 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 Contract, except by and with the written consent of the Town.

17. 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 Board of Selectmen 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.

18. 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 Maynard unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, 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.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

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

21. 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 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.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of

tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, 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 a party indemnified hereunder.

- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 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 a certificate evidencing 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.

## 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

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.

## 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Maynard as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. 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, including and not limited to Professional liability insurance where applicable.
  
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
  
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. 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.

#### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. 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.

## 26. 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.

## 27. 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.

## 28. Severability

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

## 29. 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.

## 30. 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 on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract 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.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Maynard is a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]



IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Maynard by:

The Contractor by:

\_\_\_\_\_

Chairman, Board of Selectmen                      Date                      Signature  
Date  
(Contracts less than \$50,000 may be signed  
by the Town Administrator)

\_\_\_\_\_

Print Name                      \_\_\_\_\_                      Print Name & Title

\_\_\_\_\_                      Date

\_\_\_\_\_                      Date

Certified as to Form:

\_\_\_\_\_                      Date

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_                      Date

Chief Procurement Officer:

---

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.

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

**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.

\_\_\_\_\_  
Date Signature

## EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a  
Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to  
the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each  
of them acting singly is, authorized to execute any and all contract  
documents and to enter into and negotiate the terms of all contracts and  
to accomplish same and to execute any and all documents, instruments,  
and agreements in order to effectuate the transaction and that said  
transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from  
time to time, in the name and on behalf of the Corporation to take or  
cause to be taken all such action(s) as s/he or they, as the case may be,  
deem necessary, appropriate or advisable to effect the foregoing votes, as  
may be shown by the officer or officers execution or performance which  
shall be conclusive evidence that the same is authorized by the directors  
of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from  
time to time, in the name and on behalf of this Corporation, under its  
corporate seal, if desired, attested by an appropriate officer, if desired, to  
execute, make oath to, acknowledge, deliver and file any and all of the  
agreements, instruments, certificates and documents referred to or related  
to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from  
time to time and on behalf of this Corporation, under its corporate seal, if  
desired, to execute, acknowledge and deliver any and all agreements,  
instruments, certificates and documents referred to or related to the  
foregoing votes, with such changes as the officer or officers so acting  
may deem necessary or desirable, and the signature of such officer or  
officers to be conclusive evidence that the same is authorized by the  
directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that  
the above vote was taken at a duly called meeting of the shareholders of the Corporation on  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Clerk of Corporation

SEAL

**CONTRACT CHECKLIST  
(TOWN USE)**

Initials

- |   |       |
|---|-------|
| 1. Certification of Signatures  | _____ |
| • For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form) |       |
| • For LLC: need Manager signature or signed vote of the LLC   |       |
| 2. Certificate of Good Faith and Non-collusion  | _____ |
| 3. Insurance Certificate  | _____ |
| (showing Town as additional insured)  |       |
| • Matches amount of insurance required under contract   |       |
| 4. Certificate of Tax Compliance  | _____ |
| 5. Signed by Contractor   | _____ |
| • Matches certification by Corp officer of authority.   |       |
| 6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State                          | _____ |

Contract Reviewed by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title