



TOWN OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS

# Water Treatment Plant Filters

Contract #26S-451-0021

**Department of Public Works  
25 Center Street  
Burlington MA 01803**

*August 4, 2025*

## TABLE OF CONTENTS

<b>PROJECT DESCRIPTION</b>	4
<b>INSTRUCTIONS TO BIDDERS</b>	5
<b>FORM OF GENERAL BID</b>	9
<b>ADDENDA</b>	10
<b>BID FORM</b>	11
<b>CONTRACTOR REFERENCES</b>	13
<b>CONTRACTOR CERTIFICATION</b>	14
<b>CONTRACT</b>	15
<b>SPECIAL CONDITIONS</b>	16

## INVITATION FOR BID

### SUPPLIES AND SERVICES

Sealed bids for Mill Pond Treatment Plant filters will be received by Department of Public Works, Town Hall Annex, 25 Center Street, Burlington, Massachusetts, 01803 until August 4, 2025 10:30 AM and will be publicly opened and read aloud at such time.

- Specifications and bid forms are available on the Town's website at [www.burlington.org](http://www.burlington.org) on the DPW's page under the Projects Out to Bid tab.
- Specifications and bid forms may be obtained at the Department of Public Works, Town Hall Annex, 25 Center Street, Burlington, Massachusetts, 01803 after September 30, 2024 9:00 AM between 8:30 AM and 4:00 PM for a fifty (\$50.00) dollar reproduction costs.
- This project is bid according to MGL 30B.
- Town's Designated Representative and point of contact for questions is: Russ Makiej, [rmakiej@burlington.org](mailto:rmakiej@burlington.org), 781-270-1648

## PROJECT DESCRIPTION

The work under this contract shall include all equipment, labor, material, supplies, freight etc. necessary to furnish the work described in this contract.

### **High Flow Series filter cartridge**

The work shall consist of the specified size of High Flow Series Filter Cartridge, by Graver Technologies Model Number HF5-60E; 5 Micron Nominal, 6" OD x 60" Long, polypropylene end caps, support and cage, EPDM O-Ring

### **High Flow Series filter cartridge**

The work shall consist of the specified size of High Flow Series Filter Cartridge, by Graver Technologies Model Number HF5-60E; 10 Micron Nominal, 6" OD x 60" Long, polypropylene end caps, support and cage, EPDM O-Ring

The Contract will be awarded to "the lowest responsible and responsive bidder" for the lowest price on a per item basis for each item pursuant to General Laws Chapter 30B as amended.

Payment will be made based upon each filter supplied, of specified size, as set forth per unit price in the Bid Form.

## INSTRUCTIONS TO BIDDERS

### Receipt and Opening of Bids

The Town of Burlington, Massachusetts, herein called the Owner, acting by and through its Department of Public Works, will receive sealed bids as specified in the invitation for Bids at which time bids will be publicly opened and read.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after opening the bids.

### Location and Work to be Done

The Location of the Work to be done is described in the project description.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

### Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside **the name of the bidder, their address, and endorsed with the name of the project as specified in Receipt and Opening of Bids.**

If forwarded by mail, **the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids.**

The following sections need to be filled out and completed as part of the bid package;

- Form of General Bid
- Acknowledgement of Addenda, if any
- Bid Form
- Total Bid Price
- Contractor Reference
- Contractor Certification

### **Bid Opening Procedure**

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected without opening; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may arrange a time to examine all bids after the bid opening and after the reading of the three apparent low bids.

### **Ability and Experience of Bidder**

No award will be made to any bidder who cannot satisfy the Owner that they have sufficient ability and experience in this class of work and sufficient capital and plant to enable them to complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.

**Bidder shall have a minimum of five (5) years' experience and have completed satisfactorily five (5) jobs within that time of similar size and scope.**

**All Subcontractors shall have a minimum of five (5) years' experience and have completed satisfactorily five (5) jobs within that time of similar size and scope.**

The Contractor must submit with their bid proposal a list of five (5) jobs which they have successfully completed, giving the name and the address of these projects so they can be investigated prior to the award of the contract.

The Owner may make such investigations as they deem necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

### **Condition of Work**

Each bidder must familiarize themselves fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their Contract. Insofar as possible the

*Mill Pond Treatment Plant Filters (26S-451-0021)*  
*August 4, 2025 10:30 AM*

Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

### **Addenda and Interpretations**

No interpretation of the bid documents will be made orally. Every request for such interpretation should be in writing addressed to the **Town's Designated Representative** listed in INSTRUCTION TO BIDDERS and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Contract Documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

### **Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulation of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

### **Right to Reject Bid**

The Owner reserves the right to waive any informality or reject any and all bids and alternate bids, should the Owner deem it to be in the public interest to do so.

The Owner also reserves the right to reject the bid of any bidder that the Owner considers to be unqualified based on the criteria set forth in Article 5 herein.

### **Time for Completion**

The bidder must agree to commence work and to fully complete the project within the time limit stated in SPECIAL CONDITIONS.

### **Comparison of Bids**

In the event that there is a discrepancy in FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

### **Rule for Award of Contract**

The Contract will be awarded to "the lowest responsible and responsive bidder" for the lowest price on a per item basis for each item pursuant to General Laws Chapter 30B as amended. Such a bidder shall possess the skill ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Bidder shall execute formal Contract within ten (10) days of the Notice of Award.

### **Statutes Regulating Competitive Bidding**

Any bid that does not comply with the provisions of Massachusetts General Laws Chapter 30B as amended, need not be accepted and the Owner may reject every such bid.

### **Bid Items Not Guaranteed**

The successful bidder is not guaranteed all items or the total bid price under this contract. Bidders must understand that like items will be bid under other contracts specifically packaged as one complete project. The successful bidder has no right to similar items bid under other projects. The Project Manager will specify where and when this contract will be applied to undertake a particular improvement.

### **Tie Bids**

In the event of tied bids, wherein two or more responsive and responsible vendors provide the same bid price a coin toss will be used to break the tie.

### **Unforeseen Office Closure**

If, at the time of the scheduled bid opening, Town Offices are closed due to uncontrolled events, the bid opening will be postponed until the next normal business day at the original time specified in the documents. Bids will be accepted until that date and time.

## FORM OF GENERAL BID

Bid of \_\_\_\_\_ (hereinafter called "Bidder")\*

(\_\_\_\_) a corporation, organized and existing under the laws of the state of \_\_\_\_\_.

(\_\_\_\_) a partnership

(\_\_\_\_) a joint venture

(\_\_\_\_) an individual doing business as \_\_\_\_\_

To the Town of Burlington, Massachusetts (hereinafter called "Owner").

Gentlemen:

The bidder, in compliance with your invitation for bids, having examined the Contract Documents and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents within the time set forth in the Contract, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, or which this proposal is a part.

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\*Insert corporation, partnership or individual as applicable.

## **ADDENDA**

Bidder acknowledges receipt of the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_

## BID FORM

ITEMS	QT.	UNIT PRICE	TOTAL
High Flow Series Filter Cartridge (5 Micron)	200	EA      \$ _____ EA	\$ _____
High Flow Series Filter Cartridge (10 Micron)	200	EA      \$ _____ EA	\$ _____

**\*Items are to be shipped in 2 orders of 100 filters each, 6 months apart. The first will be shipped upon contract award and the second to be 6 months after that date. Each shipment is to be invoiced separately.**

**\*\*Payments will only be processed on items received. The ship to address is located at the Mill Pond Treatment Plant, 70 Winter Street, Burlington MA 01803**

**The Contract will be awarded to “the lowest responsible and responsive bidder” for the lowest price on a per item basis for each item pursuant to General Laws Chapter 30B as amended.**

**\*Final bid price must include freight**

## TOTAL BID PRICE

**High Flow Series Filter  
Cartridge (5 Micron)**

Price Bid: \$ \_\_\_\_\_  
Bid Price in Words: \_\_\_\_\_

**High Flow Series Filter  
Cartridge (10 Micron)**

Price Bid: \$ \_\_\_\_\_  
Bid Price in Words: \_\_\_\_\_

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

Phone: \_\_\_\_\_

**This is an unofficial Bid Spec. If this document is used to submit a bid  
then you must submit your contact information to Lisa Matarazzo at  
[lmatarazzo@burlington.org](mailto:lmatarazzo@burlington.org) in order to be added to the bidders list.**

## CONTRACTOR REFERENCES

The undersigned offers the following information as evidence of their qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for \_\_\_\_ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals are as follows:

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(Attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract they have done, and give references that will enable the Owner to judge their experience, skill and business standing (add supplementary page if necessary).

#	Completion Date	Project Name	Contract Amount	Reference Name	Telephone No.
1					
2					
3					
4					
5					

4. Bank reference \_\_\_\_\_

(Name)

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(Bank)

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(Address)

(Telephone No.)

## **CONTRACTOR CERTIFICATION**

### **NON-COLLUSION**

I certify under penalties of perjury that this bid or proposal has been made and submitted under 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.

### **TAX COMPLIANCE**

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: \_\_\_\_\_  
(Person Signing Bid)

\_\_\_\_\_  
(Name of Business)

## CONTRACT

THIS CONTRACT, by and between the party of the first part, the Town of Burlington, hereinafter called "OWNER", acting herein through its Town Administrator, and the party of the second part hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and Contracts hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described by these bid documents hereinafter called the project, for the sum of the contract price and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at their (its and their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in FORM OF GENERAL BID, GENERAL CONDITIONS, Contract Documents as prepared by the Owner.

IN WITNESS WHEREOF, the parties to these presents have executed this contract.

\$

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Contract Price

AGREED:

Town of Burlington

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Owner

Date

Contractor

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Contractor

Date

Company Name: \_\_\_\_\_

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

In accordance with M.G.L. C. 44, Section 31C, this is to certify than an appropriation in the amount of this contract is available therefore and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

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Account #

Town Accountant

Date

*Mill Pond Treatment Plant Filters (26S-451-0021)*  
*August 4, 2025 10:30 AM*

## **SPECIAL CONDITIONS**

1. The Town of Burlington, acting through its Select Board, an awarding authority, reserves the right to accept or reject any and/or all bids or portions thereof, and to waive any informalities in bidding, and/or to make the award as appears in the best interest of the Town of Burlington.
2. Payment will be made upon superintendent approval of invoice, unless otherwise specified.
3. Normal Hours of work: Work hours shall be between the hours of 8:00 AM and 4:30 PM Monday through Friday, unless otherwise specified. The successful Contractor shall not work on Saturdays, Sundays, Holidays or other hours, without express authority from the Director of Public Works.
4. Final Bid price must include freight.
5. This Contract may be terminated, with fifteen (15) days' notice, for unsatisfactory performance and/or availability of funds. The contractor will hold the Town harmless from all damages as a result of funding restraints.

THIS CONTRACT by and between **the Town of Burlington** a municipal corporation and political subdivision of the Commonwealth of Massachusetts, with offices at 29 Center Street, Burlington, Massachusetts, 01803 (hereinafter called the "Town"), and (hereinafter called the "CONTRACTOR"). The Town and Contractor may also each be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS:**

WHEREAS, the Town desires to retain the CONTRACTOR to provide certain goods and/or services for the Town, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The Town hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to furnish certain goods and/or services for the Town, as described in Article 2.
- 1.2 In its performance under this Contract, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR, on the other, and the TOWN shall not have or exercise any control or direction over the means and methods used by the CONTRACTOR to performs the Work aside from such control or directions which are consistent with the independent-contractor relationship contemplated in this Contract.

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will furnish the services and/or goods described in, incidental to, and reasonably inferable from the **Project Description** (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible to coordinate the Work with, the TOWN and its designee(s), as may be set forth on **Project Description** or as may be otherwise set forth in writing by the Town during the term of this Contract.
- 2.3 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, employees, officers, representatives, agents and subcontractors, and all persons who furnish any goods and services for or on behalf of Contractor) will be qualified and duly licensed (if necessary) to perform the Work. Contractor agrees to perform the Work in a professional manner, with reasonable care, and in accordance with all applicable local, state and federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference, and all applicable manufacturers' standards and instructions.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any Contract, contract or understanding that would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with all of the terms and conditions of this Contract.

2.5 All written materials and documents (whether in printed, digital, electronic, computer-stored, graphic, magnetic media or other form) that are received and/or produced by the CONTRACTOR pursuant to this Contract shall be deemed "work for hire" and, as such, shall be and become the property of the TOWN upon the receipt and production of such items by the CONTRACTOR. The TOWN acknowledges that such materials and documents are being prepared with respect to the specific use(s) contemplated in this Contract, and that they may not be suitable for re-use for some other purpose, and that if the Town re-uses the materials and documents for some other purpose, whether they will be suitable for such use shall be at the Town's sole risk, unless otherwise agreed to by the CONTRACTOR in writing.

2.6 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of the Work, including any designs, drawings, specifications, estimates and other documentation furnished by CONTRACTOR, its consultants and subcontractors. The CONTRACTOR shall perform its work under this Contract in such a competent and professional manner however detail checking and reviewing by the TOWN will be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered in the profession of which the Work is a part.

2.7 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for the Work unless such use has been approved in advance in writing by the TOWN, provided that the giving or withholding of any such approval shall not relieve Contractor of its obligations under this Contract.

2.8 Notwithstanding anything to the contrary in this Contract, the CONTRACTOR shall not be relieved of its obligations under this Contract by the TOWN's performance, or failure to perform, any of the TOWN's administrative duties under this Contract, including, but not limited to, the TOWN's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

2.9 Any and all goods furnished by Contractor shall be new, of good quality and free from defects in material and workmanship, and shall conform to the terms of this Contract, all applicable local, state and federal laws, and regulations, and manufacturers' standards. Contractor represents and warrants that title to such goods shall pass to the Town free from any claims, liens or other encumbrances. Title shall pass to the Town immediately upon the Town's acceptance of delivery of such goods to the Town or upon acceptance of delivery of the final work product into which such goods have been incorporated. Acceptance of delivery for purpose of passing title shall not constitute acceptance or approval of the goods or final work product or that such goods or work product conform to the requirements in the Contract.

### ARTICLE 3 - PERIOD OF WORK

3.1 The CONTRACTOR shall proceed with the Work no later than five (5) business days of the date of the Contract and will diligently and faithfully prosecute the Work to completion in accordance with the provisions of this Contract. In any event, the Work shall be completed no later than the date set forth as stated on the bid form, which Contractor agrees is a reasonable time for completion of the Work. The CONTRACTOR acknowledges that time is of the essence of this Contract.

3.2 If, through no fault of its own, the CONTRACTOR is delayed in the performance of any of its obligations under this Contract by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to complete the Work within the time set forth in this Contract, it shall immediately deliver written notice to the Town upon learning of such event, and shall exercise all reasonable efforts to overcome and mitigate the effects of such event. For such delays, and provided Contractor is in compliance with this provision, the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event. If an Unavoidable Event occurs which, in the TOWN's reasonable determination, makes the performance of the Contract impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Contract upon thirty (30) days written notice without penalty or liability to the Town.

#### ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

4.1 The compensation due the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on the **Bid Form**. Payments shall be made by the TOWN within 30 days of receipt of an invoice submitted by the Contractor that complies with the requirements of this Contract and is "accepted" by the TOWN or its representative, provided that any such acceptance shall not be deemed acceptance of the Work referenced in the invoice.

4.2 The CONTRACTOR will bill the TOWN in the manner described following; The Contractor's invoice(s) shall be itemized to show the quantity of work performed and the percentage of the entire project completed, categories and amounts of reimbursable expenses (if any), and provide such supporting data on the invoice required by the TOWN, including without limitation the following information:

- A unique invoice number;
- Contractor's name, address and telephone number;
- Date of invoice and/or billing period;
- Applicable contract number;
- Applicable purchase order number;
- Description and amount of goods/services rendered;
- Service time period, total hours billed per-service, per-site, the approved rate and product delivery date(s);
- Total U.S. (\$) dollar amount billed; and
- Weekly applicable certified payroll.

4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee, provided that the approval of an invoice shall not constitute acceptance or approval of the portion of the Work invoiced, or that such portion conforms to the requirements in this Contract.

4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated, the TOWN will not be obligated to pay any amount in excess of the available

*Mill Pond Treatment Plant Filters (26S-451-0021)*  
August 4, 2025 10:30 AM

appropriation for the Work or Supply, if less, the amount budgeted by the Town for the Work without the prior, express written approval of the TOWN.

4.5 The CONTRACTOR and its subcontractors shall not be compensated for any services involved in preparing changes (including additions) to the Scope of Work that should have been anticipated by the CONTRACTOR when it had submitted its bid or proposal to the Town, as reasonably determined by the TOWN.

#### ARTICLE 5 - TERMINATION

5.1 This Contract may be terminated, with cause, by either the TOWN or CONTRACTOR, upon ten days' written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall mean the failure of a party to comply with any of the material terms of this Contract.

5.2 The TOWN shall have the right to terminate this Contract for its convenience and without cause (and for any reason, or no reason) upon ten (10) days' written notice.

5.3 Following termination of this Contract, the parties shall be relieved of all further obligations hereunder except as follows:

(a) Unless the TOWN terminates for cause under paragraph 5.1, in which event the TOWN shall be under no obligation to make any payments to CONTRACTOR, the TOWN shall remain responsible for payments for those portions of the Work that have been satisfactorily performed by Contractor and, the reasonable expenses of CONTRACTOR incurred prior to the effective date of the notice of termination and in compliance with this Contract (less the value of any claims of the TOWN), all as determined by the TOWN in its reasonable discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and

(b) The CONTRACTOR shall, notwithstanding any termination of this Contract for any reason, remain liable for any damages, expenses, losses and liabilities arising under this Contract (including its indemnity obligations) and/or Contractor's performance in connection therewith to the extent caused, directly or indirectly, in whole or in part, by Contractor, its employees, agents, subcontractors, consultants, representatives and persons for whom Contractor is responsible.

#### ARTICLE 6 - GENERAL PROVISIONS

6.1 Upon the expiration or the earlier termination of this Contract for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process, and whether in printed, graphic, electronic, digital, or other form) shall become the property of the TOWN upon payment (if due under the terms of this Contract) for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver and make available all such material to the TOWN.

6.2 Neither party may assign, transfer or otherwise dispose of this Contract or any portion thereof, or any of its rights or obligations thereunder, or otherwise delegate any of its duties under the Contract without the prior written consent of the other party, and any attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

6.3 Except as otherwise expressly provided in this Contract, any decision or action made by the TOWN relating to this Contract, its operation, amendment or termination, shall be made only by the person, board or governmental body that has signed this Contract, subject, in the case of a board or other governmental body, to a lawful vote of such board or body.

6.4 This Contract and any additional exhibits referred to therein, constitute the entire Contract of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, or modified, nor may the terms thereof be waived, except by an amendment to this Contract signed by the TOWN and CONTRACTOR. If there is any conflict among the terms set forth in this Contract and the provisions set forth on any other attachment thereto, or in any other document incorporated by reference therein or any law applicable thereto, such conflict shall be resolved by giving precedence to the provisions contained in the following documents/laws in accordance with the following hierarchy, with the topmost being of the highest priority:

- A. Applicable federal, state and local laws, rules and regulations,
- B. Amendments to this Contract, if any.
- C. This Contract.
- D. Contractor's bid or proposal.
- E. Any other attachments to this Contract.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the TOWN, as reasonably determined by the Town.

6.5 This Contract is governed by the laws of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Contract shall lie with the state and federal courts in Massachusetts having jurisdiction over Middlesex County, and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and any claims that any such proceeding has been brought in an inconvenient forum.

6.6 Any notices required or allowed shall be to the Party's address above by certified mail, return receipt requested, or by federal express, or by facsimile with a receipt indicating successful delivery, or such other means of delivery allowing for a printed or digital receipt indicating delivery.

6.7 Notwithstanding anything to the contrary in this Contract, this Contract is subject to the appropriation and availability of funds.

6.8 The Contractor represents and warrants, that (1) presently, there is no financial interest and it shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of the Work or that would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor

by the Contractor; and (3) no partner or employee of the Contractor is related by blood or marriage to any official or employee of the Town of Burlington.

6.9 Organizational Conflicts of Interest: (a) The Contractor represents and warrants that to the best of its knowledge and belief and except as otherwise disclosed in writing to the Town before the date of this Contract, it does not have any organizational conflict of interest defined as a situation in which the nature of work under this Contract and Contractor's organizational, financial, contractual or other interests are such that (i) award of the Contract may result in an unfair competitive advantage; or (ii) The Contractor's objectivity in performing the Work may be impaired.

(a) The Contractor agrees that if after award and signing of this Contract it discovers an organizational conflict of interest with respect to this Contract, he or she shall make an immediate and full disclosure in writing to the Town, which notice shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The TOWN may, however, terminate the Contract without penalty or liability.

(b) In the event the Contractor was aware of a conflict of interest of the kinds described in this section before the award or signing of this Contract and failed to disclose the conflict to the Town in writing before signing the Contract, the TOWN may terminate the Contract, such shall be deemed a material breach of the Contract, for which the Town may terminate the Contract for cause without penalty or liability.

(c) The terms of section 7.8 shall be included in all subcontracts and consulting Contracts. The Contractor shall include in such subcontracts and consulting Contracts any necessary provisions to eliminate or neutralize conflicts of interest.

6.10 Pursuant to Section 49A(b) of Chapter 62C of the Massachusetts General Laws, the Contractor does hereby certify, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to, reporting of employees and contractors, and withholding and remitting of child support.

## ARTICLE 7 - LIQUIDATED DAMAGES

### **7.1 LIQUIDATED DAMAGES**

If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to Owner the amount of \$1000 per day, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work.