

OAKES AMES MEMORIAL HALL ASSOCIATION, INC.

DATE: _____

This Contract is entered into on, or as of, this date by and between Oakes Ames Memorial Hall Association, Inc. (the “Association”), 3 Barrows Street, Easton, MA 02356 (the “Association”), and

[“Contractor”]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

[e-mail address]

1. This is a Contract for the procurement of the following:

Purpose:

The major objectives of this Historic Building Comprehensive Needs Assessment and Prioritized Treatment Plan are to create a detailed conditions assessment with treatment recommendations in order to identify the requirements and associated costs to preserve, rehabilitate, and maintain Oakes Ames Memorial Hall. The work must balance the importance of preserving the property’s historic architectural details and cultural heritage with providing for the functional operation of the Hall.

The design team hired for this project will initially record the existing conditions of the Oakes Ames Memorial Hall. Following documentation, the design team will evaluate the condition of the architectural fabric, assess the condition of the structural and mechanical systems and develop treatment recommendations consistent with the use and historic integrity of the property. The consultant will provide costs estimates for immediate, short term, and long term architectural and mechanical repairs/ renovations.

The Comprehensive Needs Assessment and Treatment Plan will provide a clearer understanding of Oakes Ames Memorial Hall by accomplishing the following:

- Evaluate the condition of the architectural fabric, structural systems and site;
- Outline short-, medium-, and long-term preservation and rehabilitation priorities for the Hall given the use and historical integrity of the property, with the various sub-projects grouped and sequenced so as to facilitate discrete phases of work that can be carried out as funds are secured;
- Establish a prioritized maintenance schedule for Oakes Ames Memorial Hall, with recommendations for proceeding in a historically-responsible manner.

This Plan also will aid in securing funding for each proposed phase of work and should be created with that in mind.

- 1) The successful firm will perform an architectural and structural assessment of the exterior and interior of the building and its components and of its materials, finishes, and mechanical systems, (and identifying hazardous materials, if any), including but not limited to MAAB and ADA access and building code improvement requirements (as under 780 CMR and 521 CMR), as well as an assessment of the grounds and landscaping and the means of access, including stairs, walkways, driveways, parking areas, and lighting. This may require limited destructive testing after approval by the Association – investigating the source of water leaks behind plaster and paneling, for example.
- 2) The successful firm will prepare prioritized recommendations for building and site rehabilitation and restoration, including but not limited to MAAB and ADA access and building code improvement requirements (as under 780 CMR and 521 CMR), with those recommendations grouped so as to allow the work to proceed in discrete, coherent phases, and an estimated budget for each phase.
- 3) The successful firm will prepare a schedule of cyclical and longer-term maintenance and replacement recommendations, with an estimated budget for each recommendation.
- 4) Submitted separately from the technical specifications as a response to this RFP will be proposed costs to develop construction-ready plans and specifications and to manage construction for the recommended rehabilitation phases.
- 5) The successful firm will prepare specifications outlining the steps to produce and the components of a use and programming plan, and an estimated budget to obtain such a plan, which may or may not be pursued by the Association as a separately funded project.

Firms shall detail in their proposal any additional items which will be included in the assessment and recommendations, and items (if any) which will be excluded from the assessment and recommendations. Firms should provide a general description of the methodology and/or level of detail for each of the major component elements to be assessed and for the grouping and prioritization of the rehabilitation recommendations.

The successful firm will meet periodically with both the Association and with representatives of relevant Town boards and departments during the course of this project. The successful firm may be expected to present and explain its rehabilitation recommendations to prospective funders, including to the general public at Town Meeting.

The Association will make available previous reports, building plans and documentation (where available), and recent work order history to the successful firm.

Description of Work:

The current scope of work involves the development of a Historic Building Comprehensive Needs Assessment and Prioritized Treatment Plan for Oakes Ames Memorial Hall.

PHASE I: ARCHITECTURAL/ STRUCTURAL ANALYSIS AND CONDITIONS SURVEY

- Conduct an architectural and structural analysis of the structure's interior, exterior, and site.
- The survey must include an assessment of the grounds, landscaping, and access points, including stairs, walkways, driveways, parking areas, and lighting.
- As part of the overall building analysis, perform a paint analysis with prior approvals from the local project coordinator.
- Evaluate all structural systems of the Hall (foundations, walls, roof, etc.)
- Identify the features, materials and finishes that are character-defining and therefore significant, and which must be preserved in the course of any work completed on the building. Documentation should include digital color photographs.
- Provide a complete narrative description of existing exterior and interior conditions, materials, and construction methods including digital photographs. This description should include both significant and non-significant features of the building.
- Documentation and assessment of the building should include written, photographic and physical (in-situ) evidence of the chronology of construction, alterations and use history and architecture of the structure including expansion and restoration phases.
- Provide a narrative summary of the changes in the Hall's material details, structural modifications, and uses over time, with images and schematic drawings and plans as appropriate.
- The assessment must include a description of the condition of building materials, elements, and systems, and causes for deterioration, and a discussion of materials testing and analysis (if performed).
- Provide digital images of all elevations.

- Assess the current fire detection, mechanical, plumbing, HVAC, and electrical systems.
- Analysis should address building code compliance, however, considering the age, use, and historic fabric, that it may be impractical or unnecessary to make the structure entirely building code compliant.
- Assess building for Universal Accessibility requirements in accordance with the guidelines established by the Massachusetts Architectural Access Board (MAAB) and the Americans with Disabilities Act (ADA).

PHASE II: PRIORITIZED TREATMENT AND WORK RECOMMENDATIONS

- Develop plans for both exterior and interior rehabilitation alternatives that reflect present code requirements with associated budgets. The various options presented should be in accordance with the guidelines established by the Massachusetts Architectural Access Board (MAAB) and the Americans with Disabilities Act.
- Provide a complete narrative description and rationale for the recommended treatment and how it meets the project goals for use of the building.
- Provide an outline of the laws, regulations, and functional requirements that is applicable to the recommended work areas (e.g., life safety, fire protection, energy conservation, and hazardous materials abatement.)
- Address building code analysis of existing structure including existing MAAB/ ADA evaluation, keeping in mind the age, current use, and historic fabric and provide conceptual plans for future compliance.
- Present recommended tasks to realize the proposed treatment approach; evaluate proposed solutions, and describe specific recommendations for work, including alternate solutions, if appropriate.
- Provide cost estimates for repair/ restoration based upon (1) basic, (2) minimal, and (3) optimal treatment recommendations with an emphasis on historic preservation.
- Prepare a prioritized treatment recommendation list according to immediate (1-2 years), short term (3-5 years), and long term (beyond 5 years) needs, with the various sub-projects grouped and sequenced so as to facilitate discrete phases of work that can be carried out as funds are secured.
- Treatment recommendations should include improvements to fire detection, mechanical, plumbing, HVAC, and electrical systems.

PHASE III: CONSTRUCTION DOCUMENTS

- In consultation with Oakes Ames Memorial Hall Association, Inc., the Massachusetts Historical Commission, and the Town, the consultant shall prepare outline construction plans and specifications for all proposed immediate work (1-2 years) and selected improvements to accessibility.
- Prepare conceptual plans for short-term (3-5 years) repairs and selected accessibility improvements.
- Suggest appropriate project phasing and priorities for future work.

PHASE IV: CYCLICAL MAINTENANCE PLAN

- Develop a prioritized list of recurring maintenance procedures with corresponding time and intervals for the building that are designed to prevent future damage to the integrity of the structure and the associated cyclical maintenance costs for these procedures.

PHASE V: DRAFT REVIEW AND CONSULTATION

- Meet with MHC staff, Town staff, and the Hall's Local Project Coordinator for review of the draft Needs Assessment and Prioritized Treatment Plan along with construction documents. Draft review must be conducted at 90% completion.

PHASE VI: FINAL HISTORIC BUILDING NEEDS ASSESSMENT AND PRIORITIZED TREATMENT PLAN REPORT AND CONSTRUCTION DOCUMENTS

- Deliver final Historic Building Needs Assessment and Prioritized Treatment Plan Report.
- Report must include an estimated budget for immediate (1-2 years), short term (3-5 years, and long term recommendations, with the various sub-projects grouped and sequenced so as to facilitate discrete phases of work that can be carried out as funds are secured.
- In consultation with the Oaks Ames Memorial Hall Association, Inc., the Massachusetts Historical Commission, and the Town, the consultant shall prepare detailed construction plans and specifications of the structure based upon the prioritized treatment recommendation list of immediate recommendations and selected improvements to accessibility. The plans should include material required for the solicitation of competitive bids including required bid forms and documents, contract forms, and conditions of the contract.
- Report must include outlined plans and specifications for short term (3-5 years) and long term recommendations.

Final Products:

A total of ten (10) final reports: three (3) bound originals and four (4) copies of one complete report with reduced plans; two (2) bound originals (minus construction documents) with two (2) separate sets of construction documents (bound project manual and standard size plan), and one

(1) unbound original with construction documents shall be submitted to the Oakes Ames Memorial Hall Association, Inc., along with one electronic copy.

Two additional sets of construction plans must be standard sheet size. All conceptual plans are to be drawn at no less than 1/8" = 1' scale and architectural plans are to be drawn at no less than 1/4" = 1' scale and one set should be reproducible.

The final report shall include executive summary, methodology, description of project, architectural/ structural analysis and conditions survey, treatment recommendations, construction documents and specifications, a cyclical maintenance plan for all of the above-mentioned work, bibliography, photographs, and any conceptual plans.

Photographs used for documentation are to be 4" x 6" in size (color) and are to have labels that include building name, location of subject, and date. Consultant shall also provide two photos of the installed MHC project sign as well as two 8" x 10" (from two different angles) and one 3 1/2" x 5" B&W record shot photos of the structure. As part of this project scope, the consultant shall assist with a public presentation at an appropriate time after the assessment is complete and with public presentations for the approval and funding of the immediate recommendations.

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

3. Payment will be made as follows:

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

3.2 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 Association will not pay any surcharge or premium, if any.

3.3 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 Association when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

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

4.2 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.

- 4.3 The Contractor: The "other party" to any Contract with the Association. 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.
- 4.4 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.
- 4.5 Goods: Goods, Supplies, Services or Materials.
- 4.6 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.
- 4.7 Work: The services or materials contracted for, or both.

5. 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 Association, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Significant funding for this Contract is provided by Town of Easton Community Preservation Act grant monies and Massachusetts Historical Commission Massachusetts Preservation Projects Fund monies. Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Association is required to make under this Contract shall be subject to appropriation or other availability of funds from the Massachusetts Historical Commission and/or the Town of Easton. In the absence of appropriation or availability as specified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Association or to the Town or to the State. 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 Association or to the Town or to the State.

7. 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.

8. Termination and Default:

- 8.1 Without Cause. The Association may terminate this Contract on seven (7) calendar days' notice when in the Association's sole discretion it determines it is in the best interests of the Association 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.
- 8.2 For Cause. If the Contractor is determined by the Association to be in default of any term or condition of this Contract, the Association 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.
- 8.3 Default. The following shall constitute events of a default under the Contract:
- (1) any material misrepresentation made by the Contractor to the Association; 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 Association, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Association 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 Association bylaw and/or regulations.

9. Suspension or Delay

The Association 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 Association 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.

10. The Contractor's Breach and the Association'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 Association 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 Association may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Association 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.

11. Statutory Compliance:

- 11.1 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.
- 11.2 Wherever applicable law mandates the inclusion of any term and provision into a contract, this Section shall be understood to import such term or provision into this Contract.
- 11.3 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 Association harmless for and against any and all fines, penalties or monetary liabilities incurred by the Association 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 Association. 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 Association, 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.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor.

13. Non-Discrimination/Affirmative Action

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.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Association, and shall not assign any of the monies payable under this Contract, except by and with the written consent of the Association.

15. Condition of Enforceability Against the Association:

This Contract is only binding upon, and enforceable against, the Association if the Contract is signed by the Board of Trustees or its documented designee.

16. 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 Association 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.

17. Contractor's Personnel:

The Contractor shall utilize only its employees, and sub-contractor employees as designated in the Contractor's bid, and shall not utilize any third-party contractors without prior written approval of the Association.

18. Liability of Association Board Members or Employees:

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

19. Indemnification:

- 19.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or breach of any provision of this Contract by the Contractor, a person employed by the Contractor, or any of its Subcontractors.
- 19.2 With respect to non-professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Contractor, a person employed by the Contractor, or any of its Subcontractors.

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.

20. Insurance

20.1 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 Association for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Association 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 Association.

20.2 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 Association for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 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 Association of Easton 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 Association 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 Association as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Association immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Association at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Association 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 necessary notice 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's 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 Association.

21. 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 Association, except as otherwise required by law.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Association, in the United States or any other country. The Association 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 Association shall vest in the Association at the termination of this Contract.

23. 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 Association 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 an Association employee as a result of work performed pursuant to the terms of this Contract.

24. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Association 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.

25. Payment

The Association 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 Association of the work completed.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 Association nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

31. 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.

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.

Oakes Ames Memorial Hall Association, Inc.:

The Contractor by:

President, Board of Trustees Date

Signature Date

Print Name

Print Name & Title

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

_____, 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.

Signature

Date

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

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 Non-collusion _____

- 3. Insurance Certificate _____
(showing Association as additional insured)
 - Matches amount of insurance required under contract

- 4. Certificate of Good Faith _____

- 5. Certificate of Tax Compliance _____

- 6. Signed by Contractor _____
 - Matches certification by Corp officer of authority.

- 7. 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