

REQUEST FOR PROPOSALS

for

CONSULTING SERVICES TO DEVELOP A PLYMPTON WATER SECURITY STUDY AND PLAN

for

TOWN OF PLYMPTON, MA
(AWARDING AUTHORITY)



Town of Plympton
5 Palmer Road
Plympton, MA 02367

SCHEDULE

RFP issued: Wednesday, April 8, 2026

Q&A Due: Friday, May 1, 2026, 4:00PM

Answers to Q&A Posted: Wednesday, May 13, 2026 4:00PM

Responses due: Wednesday, May 20, 2026, 4:00 P.M.

Contact: Paul Umamo
Title: Senior Grant and Fiscal Compliance Officer
Address: Old Colony Planning Council
70 School Street, Brockton, MA 02301
Email: pumano@ocpcrpa.org
Phone: (774) 539-2251

LEGAL NOTICE

The Town of Plympton, MA, in accordance with M.G.L. c. 30B, invites sealed proposals from qualified firms to develop a Plympton Water Security Study and Plan. Proposal and other procurement documents for this Request for Proposals (RFP) will be available beginning **Wednesday, April 8, 2026**, and can be obtained via email request to Paul Umano at pumano@ocpcrpa.org. Sealed proposals clearly marked “Plympton Water Security Study and Plan” on the exterior envelope must be received at the Old Colony Planning Council office, 70 School Street, Brockton, MA 02301, no later than **Wednesday, May 20, 2026 by 4:00PM**. Price proposals must be enclosed in their own sealed envelope within the proposal envelope and clearly marked as directed in the RFP. All proposals submitted must conform to all applicable statutes and regulations of the Commonwealth of Massachusetts. The Town reserves the right to reject all proposals; to waive minor defects, informalities, or irregularities; and to award any contracts or cancel this RFP if it is in the Town's best interest to do so.

Request for Proposals (RFP)
For Consulting Services to Develop a Plympton Water Security Study and Plan

I. General Information and Proposal Submission Requirements.

The Town of Plympton, MA, is soliciting proposals for a Plympton Water Security Study and Plan to be prepared by licensed professionals. The specification for said services is attached hereto in **Attachment A**.

This procurement is undertaken in accordance with the provisions of G.L. c. 30B, § 6.

Proposals shall be submitted to the Town's project partner, Old Colony Planning Council, 70 School Street, Brockton, MA 02301, on or before **4PM, Wednesday, May 20, 2026**. If, on the scheduled due date, the office is closed due to uncontrolled events such as fire, snow, ice, or wind, or due to unforeseen building closure, the proposal opening will be postponed until 2 PM on the next business day the office opens. Proposals will be accepted until that date and time.

Proposals shall submit three (3) copies of their proposal in a sealed envelope, clearly marked on its face with the proposer's name and address and the proposal title: **"Proposal for Plympton Water Security Study and Plan."** They shall consist of two separate proposals in separate sealed envelopes, contained therein as follows:

- A. A technical proposal (everything except pricing information), including all of the information requested herein, and marked "Technical Proposal – Plympton Water Security Study and Plan"; and
- B. A cost proposal in the form appearing herein as **Attachment B** and marked "Price Proposal – Plympton Water Security Study and Plan."

Proposers must not include any cost information in the technical proposal. Proposals must be received in the appropriate office as indicated above before the submission deadline. The proposer shall be solely responsible for the timely delivery of its proposal.

The proposal must be signed as follows: 1) if the proposer is an individual, by him/her personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate sealed affixed to the Certificate of Vote included in this RFP.

Proposers must enclose with the technical proposal at least three (3) business references for which they have supplied similar services on a similar contract within the past twenty-four (24) months for public agencies and/or municipalities located in the northeastern United States. Proposer's references must meet the minimum business requirements as follows: for products, a minimum of \$25,000 in the past twenty-four (24) months; for services, a minimum of \$50,000 in the past twenty-four (24) months. References must be public agencies and/or municipal customers who purchased the specified type of services.

If Proposers are offering both products and services, they must provide at least one (1) reference from a public agency and/or municipality customer who has contracted for products and at least one reference from a public agency and/or municipality customer who has contracted for services.

The Town reserves the right to cancel this RFP or to reject in whole or in part any and all proposals if it is determined to be in the best interests of the Town to do so.

A proposer may correct, modify, or withdraw a previously submitted proposal by written notice received by Old Colony Planning Council at the address indicated above prior to the time and date for the submittal of proposals. Proposal modifications must be submitted in a sealed envelope clearly marked, with the proposer's name and address, and the proposal title "Proposal for Plympton Water Security and Plan – Modification No. ____."

After proposals are opened, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived, or the proposer will be permitted to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal forms, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposal may withdraw its proposal if a mistake is clearly evident on the face of the proposal forms, but the intended correct proposal is not similarly evident.

The contract will be awarded within thirty (30) days after the proposal due date. The time for the award may be extended for up to thirty (30) additional days by mutual agreement between the Town and the most advantageous proposer.

Questions concerning the terms of this RFP must be submitted in writing by e-mail to Paul Umamo, Senior Grant and Fiscal Compliance Officer, Old Colony Planning Council, at pumano@ocpcrpa.org by **Friday, May 1, 2026, 4:00PM**. Responses to any such questions will be issued as an Addendum to this RFP and will be e-mailed to all parties who have requested a copy of this RFP.

In addition to the above-referenced technical and price proposal forms, proposers shall submit each a Certificate of Non-Collusion (**Attachment C**), a Tax Compliance Certificate (**Attachment D**) and either a Certificate of Vote (corporate proposers only) or Certificate of Incumbency and Authority (LLC proposers only) (**Attachment E**).

The successful proposer must execute the contract within ten (10) business days of the Town's delivery of the contract in substantially the form attached hereto as **Attachment F**. In the event the successful proposer fails to execute the contract in a timely manner, the Town reserves the right to rescind the award and to make a new award to the next most advantageous proposer.

II. Purchase Description

The Town is soliciting proposals for consulting services to conduct a Plympton Water Security Study and Plan from licensed professionals at the specified locations:

Plympton, MA

and meeting the specifications which are included herein as **Attachment A**.

The successful proposer shall obtain and maintain during the term of the contract Workers' Compensation insurance as required by the laws of the Commonwealth of Massachusetts. The successful proposer shall also provide the insurance policies at the minimum limits all as set forth in the form of contract attached hereto as **Attachment F**. All insurers providing coverage pursuant to the contract shall be companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town. All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation of coverage. Certificates evidencing all such coverages shall be provided to the Town upon the execution of the contract. Each such certificate shall specifically refer to the contract and shall state that such insurance is as required by the contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the contract and shall be grounds for immediate termination at the discretion of the Town.

III. Technical Qualifications

Each of the following criteria must be fully addressed in the technical proposal in order to be considered responsive. The responses should reflect detailed consideration of the issues and opportunities presented by this proposal request. Proposals that do not discuss the minimum criteria set forth below will be rejected as non-responsive.

- A. **Contact Information.** Firm/individual name, contact name, address, telephone, and email;
- B. **Experience.** Firm/individual history, including length of time the firm/individual has been in business, and at least three (3) references that may be contacted, as well as any other relevant information that demonstrates the firm or individual's understanding of and experience providing the services described in this RFP;
- C. **Officers.** Names and titles of firm partners and/or officers, as well as their degrees, licenses, professional designations, individual experience, and any comparable projects the individual has worked on;
- D. **Staff.** Key personnel that will be assigned to the project, including applicable registration numbers, resumes, professional designations, licenses held, and information on experience with similar projects;
- E. **Past Projects.** List of completed and comparable projects that would best illustrate qualifications for the services called for in this RFP;
- F. **Existing Projects.** List of all ongoing projects with anticipated schedule(s) for completion, including a statement of how such projects will impact the firm or individual's availability and staff over the next two (2) years;

- G. **Services Offered.** Statement of the scope and type of services that the firm or individual may provide relative to the services called for in this RFP. The applicant should describe the process and methodology to be used in the completion of services with specific reference to examples of similar projects in which this methodology has been used, and the firm's or individual's philosophy with respect to services identified in this RFP.
- H. **Legal History.** Statement of any legal or administrative proceedings pending or concluded adversely to the applicant within the past five (5) years that relate to the applicant's performance of this type of work; and
- I. **Technology.** A description of the technologies, mapping, architectural tools, and GIS software available and utilized by the firm or individual for engineering or planning purposes, the benefits of which would be available to the Town.

IV. Evaluative Criteria

Technical proposals will be evaluated by a Selection Committee of Town and Old Colony Planning Council staff, according to the specified evaluation criteria.

Minimum Criteria: A designated person, not involved in the comparative criteria evaluation, will evaluate each proposal to determine whether it meets the following minimum criteria:

1. Delivery to Old Colony Planning Council of its proposal by the deadline as stated in this RFP;
2. Technical proposal and cost proposal presented in separate, properly labeled envelopes as indicated in this RFP;
3. Signature from an authorized representative of the firm where required by this RFP;
4. Proper completion of the Tax Certification Form and Corporate Vote (if a corporate proposer) in the forms appearing in this RFP; and
5. Proof of professional licensure.

All proposals meeting the minimum criteria and qualifications will then be evaluated based on the specific comparative criteria described below.

Comparative Evaluative Criteria

A. Relevant experience

1. Not Advantageous: The Respondent has less than five (5) years of experience consulting with public agencies or municipalities on drinking water supply planning or engineering.

2. Advantageous: The Respondent has more than five (5) years of experience consulting for public agencies or municipalities on drinking water supply planning or engineering.
3. Highly Advantageous: The Respondent has more than five (5) years of experience consulting for public agencies or municipalities on drinking water supply planning or engineering, and has experience with land use planning or watershed protection planning.

B. Project delivery

1. Not Advantageous: The Respondent has completed fewer than two (2) projects of similar size and scope for public agencies or municipalities within the past five (5) years.
2. Advantageous: The Respondent has completed two (2) or more projects of similar size and scope for public agencies or municipalities within the past five (5) years.
3. Highly Advantageous: The Respondent has completed two (3) or more projects of similar size and scope for public agencies or municipalities within the past five (5) years, and at least one (1) with a rural town or region similar to Plympton.

C. Staffing

1. Not Advantageous: The Respondent's principal consultant and/or project manager has led fewer than three (3) projects of similar size and scope.
2. Advantageous: The Respondent's principal consultant and/or project manager has led at least three (3) projects of similar size and scope.
3. Highly Advantageous: The Respondent's principal consultant and/or project manager has led at least three (3) projects of similar size and scope, and the proposed team includes diverse expertise, experience, and qualifications that together demonstrate the team's ability to understand the interdisciplinary nature of this proposed project, which requires skills not only in planning and engineering but also sustainable land use and watershed protection.

D. Proposal

1. Not Advantageous: The proposal does not contain a clear plan that addresses most of the project aspects detailed in this RFP.
2. Advantageous: The proposal does contain a clear plan that addresses most of the project aspects detailed in this RFP.
3. Highly Advantageous: The proposal contains a clear plan that addresses most of the project aspects detailed in this RFP and demonstrates a comprehensive understanding of the integrated nature of this study.

F. Interview

The Town reserves the right to conduct interviews of any proposers. Still, nothing herein shall be interpreted or understood to compel the Town to interview any particular proposer. Should the Selection Committee choose to interview proposers, interviews will be ranked based upon the following:

1. Not Advantageous: The principal consultant and/or project manager was not present at the interview or was unable to communicate effectively, or did not successfully respond to questions.
2. Advantageous: The principal consultant and/or project manager was present, outlined a plan of action, demonstrated good communication skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to most of the questions.
3. Highly Advantageous: The principal consultant and/or project manager was present, presented a detailed plan of action, demonstrated excellent communication skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to all questions.

V. Rule of Award

Upon completion of the evaluation of the technical proposals, the Selection Committee will determine which proposal best meets the definition of an ideal proposal in accordance with the evaluation criteria set forth above, and all proposals will be ranked accordingly. Thereafter, the price proposals will be opened and evaluated, and an award, if made, will be made based on a determination of the most advantageous proposal from a responsive and responsible proposer, taking into consideration price, the evaluation criteria, and the Town's reservation of rights outlined in this RFP.

ATTACHMENT A

Scope of Services: Plympton Water Security Study and Plan, Town of Plympton, MA

Maximum Contract Amount: \$150,000

Project Completion Date: June 30, 2027

1. Project Overview and Purpose

The Town seeks qualified consultants to conduct a comprehensive Water Security Study and develop a long-term Drinking Water Security Plan. Plympton currently relies entirely on private residential wells and lacks a municipal water system or interconnections with neighboring communities.

The purpose of this project is to evaluate the Town's existing and future drinking water conditions and identify feasible, cost-effective, and environmentally sustainable strategies to ensure reliable access to drinking water under both normal and emergency conditions.

The study shall integrate hydrogeologic analysis, land use planning, environmental protection, and regional coordination. The final plan shall provide a clear, data-driven roadmap to support municipal decision-making related to water supply, housing and economic development, and resource protection.

2. Project Objectives

The selected consultant shall:

- Assess current and projected drinking water demand under existing and future land use conditions
- Characterize groundwater resources and constraints, including recharge areas and sustainable yield (to the extent feasible)
- Identify vulnerabilities related to drought, contamination, and climate change
- Evaluate a full range of water supply alternatives, including decentralized and centralized approaches
- Identify opportunities for emergency water supply and regional interconnections
- Recommend strategies to protect groundwater resources through land use and policy tools
- Develop an actionable implementation plan, including costs, phasing, governance, and funding strategies

3. Scope of Work

This project is intended to provide planning-level analysis to guide future, more detailed engineering and feasibility work. It is understood that field investigations, advanced modeling, and detailed engineering may be beyond the scope of this project.

Proposers are encouraged to recommend refinements to this scope based on their technical expertise and experience with similar studies and plans.

Task 1: Project Initiation and Data Collection

- Conduct a kickoff meeting with Town and Old Colony Planning Council staff and establish project management structure
- Form an advisory committee or working group and set meeting cadence
- Compile and review existing data (e.g., land use, zoning, and buildout projections; existing planning documents, such as MVP, Open Space and Recreation Plan, Housing Production Plan; available well data; water quality data; environmental and natural resource data, such as wetlands, aquifers, and protected lands)
- Map baseline conditions

Task 2: Water Demand and Existing Conditions Analysis

- Estimate current residential water demand based on available data and assumptions
- Project future demand based on zoning, buildout analysis, and anticipated growth scenarios
- Evaluate spatial patterns of development and well density
- Identify known or potential issues related to well performance and water quality

NOTE: Task 2 should build upon, not duplicate, the work already done as part of the Old Colony Regional Water Plan.

Task 3: Hydrogeologic Assessment and Vulnerability Analysis

- Characterize groundwater systems, including aquifer extent, recharge areas, and constraints
- Identify and map critical groundwater recharge areas and areas requiring protection
- Estimate sustainable groundwater yield at a planning level, where feasible
- Assess vulnerabilities, including drought and climate change impacts and contamination risks (e.g., septic density, roadway runoff, emerging contaminants)
- Identify areas at risk for water supply limitations or degradation

Task 4: Water Supply Alternatives Analysis

Multiple alternatives shall be evaluated against the status quo as potential strategies to improve water security. These may include, but are not limited to

- Continued reliance on private wells with enhanced management strategies
- Development of municipal water supply
- Small-scale or district water systems
- Interconnection with neighboring communities for emergency or permanent supply
- Hybrid approaches

For each alternative, water supply reliability and yield, capital and lifecycle costs, environmental impacts, regulatory and permitting requirements, and operational and governance considerations should be considered.

Task 5: Preferred Strategy and Implementation Roadmap

- Identify a preferred strategy or hybrid approach

- Develop an implementation roadmap including short-, medium-, and long-term actions, planning-level cost estimates, potential funding sources, etc.
- Recommend land use, zoning, and conservation strategies to protect water resources

Task 6: Emergency Water Supply Planning

Develop a framework for responding to short-term water supply disruptions:

- Define drought stages and associated response actions
- Identify emergency supply options, such as intermunicipal agreements or water hauling and temporary storage
- Identify critical facilities and vulnerable populations
- Recommend protocols for emergency response and coordination

Task 7: Public Engagement and Final Plan

- Conduct at least one public meeting or workshop
- Present findings to the Board of Selectmen
- Incorporate feedback into final documents
- Prepare a final, comprehensive Water Security Plan

4. Deliverables

All deliverables shall be provided in digital format and include, at a minimum:

- Technical memoranda or summaries of findings as appropriate for major tasks
- Draft Water Security Plan
- Final Water Security Plan
- Presentation materials
- Complete digital data package, including maps and geospatial data, and all supporting data and documentation compiled during the project

5. Schedule

All work shall be completed by **June 30, 2027**, with a detailed project schedule submitted with the proposal.

6. Coordination and Meetings

The selected consultant shall coordinate regularly with Town and Old Colony Planning staff, attend project meetings (virtual or in-person, as appropriate), and provide periodic progress updates at a frequency agreed upon at project kickoff.

ATTACHMENT B

To Town of Plympton:

The undersigned proposer proposes to provide services, in full compliance with the requirements of the specifications and subject only to any exceptions thereto noted on the separate page marked "Exceptions to Specifications" submitted herewith,

for the Contract Price of: _____
(\$ _____), to be paid upon final acceptance of the work by the Town.

The work shall be completed within approximately _____ days after execution of a written contract.

The proposer acknowledges receipt and acceptance of the following Addenda _____.

The proposer's certificates of non-collusion and tax compliance, along with the required references/qualifications, are attached hereto.

DATED:

Proposer: _____
By: _____
Name: _____
Title: _____

ATTACHMENT C
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of person signing the proposal)

(Name of Business)

ATTACHMENT D

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and penalties
(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and
remitting child support.

CONTRACTOR

By: _____
(Signature of Authorized Representative)

Title: _____

Date: _____, 20__

ATTACHMENT E

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)
held on _____ it was VOTED that:
(Date)

(Name) (Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.
(Officer)

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
that _____ is the duly elected _____ of said
corporation, and that the above vote has not been amended or rescinded and remains in full force
and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY

_____, LLC

I do hereby certify that:

1. I am the duly elected and acting _____ of _____ LLC, a limited liability company organized and existing in good standing under the laws of the State of _____ (the "Company").
2. Attached hereto as Exhibit A is a true and correct copy of the resolutions which were duly adopted by the members of the Company on _____, 20__.
3. The attached resolutions have not been amended, rescinded, or modified and are in full force and effect on the date hereof in the form originally adopted, and are in conformity with the Articles of Organization and Operating Agreement of the Company.
4. Attached hereto as Exhibit B is a true and correct copy of the Articles of Organization dated _____, 20__ and the Operating Agreement dated _____, 20__.
5. The attached Articles of Organization and Operating Agreement have not been amended, rescinded, or modified, and are in full force and effect on the date hereof.
6. The following persons are the Authorized Officers of the Company in the capacities indicated, and the signatures set forth after their names and titles are their true and genuine signatures.

Name

Office

Signature

Witness, my signature and the seal of the Company this _____ day of _____, 20__.

Name:

Title:

ATTACHMENT F

**TOWN OF PLYMPTON, MASSACHUSETTS
AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 2026 by and between the TOWN of PLYMPTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 5 Palmer Road, Plympton, MA 02367, hereinafter referred to as the “TOWN”, and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for [_____] services, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

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

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Request for Proposals (RFP), including without limitation the Specifications therein, and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. If there is any inconsistency between any of the Contract Documents, the terms most favorable to the Town shall govern.

2. **THE WORK.** The Work consists of obtaining and servicing the Project, as more fully described in the Contract Documents as defined above. The CONTRACTOR shall supervise and direct the work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty, and location. The CONTRACTOR shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the CONTRACTOR. Consistent with the standard of care referenced above, the CONTRACTOR shall be responsible for the professional and technical accuracy of all work or services furnished by him or his consultants and subcontractors. The CONTRACTOR shall perform his work under this Agreement in such a competent and professional manner that detailed checking and reviewing by the TOWN shall not be necessary. CONTRACTOR and all consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law and as otherwise required by the Town, including, without limitation, the RFP. Neither the TOWN's review, approval, or acceptance of, nor payment for any of the work or services performed, shall be construed to operate as a waiver

of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above in accordance with the payment schedule appearing in the CONTRACTOR's Proposal, included herein as Attachment A.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any claims and liabilities under this Agreement.
 - C. Neither the TOWN's review, approval, or acceptance of, nor payment for any of the items and/or services provided, shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
 - D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of a complete and satisfactory written invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement. The TOWN is not obligated to purchase the Project unless it elects to do so in accordance with the payment schedule referenced in Paragraph 4 above.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach or performance of this Agreement or the acts, errors, omissions, negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.
9. INSURANCE.

- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:
1. General Liability with liability coverage for personal injury, bodily injury, and property damage, including Products and Completed Operations, with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis and should name the Municipality as an "Additional Insured".
 2. Automobile Liability (applicable for any automobile operating exposure) with limits of not less than \$1,000,000 covering all owned, non-owned, hired, rented, or leased vehicles. The Municipality should be named as an "Additional Insured". See Snow Plow Contract Risk Management Guidelines for plowing exposures.
 3. Workers' Compensation and Employers' Liability Insurance, including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$1,000,000 per accident. Each contractor, subcontractor, and consultant performing work on or about the Premises shall have similar policies covering their employees.
 4. Umbrella Liability of at least \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate. The Municipality should be named as an "Additional Insured".
 5. Professional Liability (including but not limited to any architects, engineers, medical professionals) of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate.
 6. Liquor Liability of at least \$1,000,000 per occurrence with a \$3,000,000 Annual Aggregate. The Municipality should be named as an Additional Insured.
 7. Pollution Liability of at least \$1,000,000 per claim with a \$2,000,000 Annual Aggregate.
 8. Abuse and Molestation of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate.
 9. Cyber Liability of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate. The Municipality should be named as an Additional Insured.
 10. Builders' Risk Property Coverage/Installation Floater for the full insurable value (completed value), including the existing structure of the building under construction. It should include "Special Form" coverage for physical loss or damage, including Theft, Flood, and Earthquake. The policy should also include property coverage for materials and supplies in transit or stored off-site.
- B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates

evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense, or claim arising out of or resulting from such breach, regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR with written notice specifying therein the termination date, which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

Termination shall not prejudice or waive any rights or action which the TOWN may have against CONTRACTOR up to the date of termination.

12. INSPECTION; REPORTS AND SITE INFORMATION. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request. One (1) reproducible copy of all reports, drawings, plans, specifications, and other documents prepared by the CONTRACTOR shall become the property of the TOWN upon payment in full therefor to the CONTRACTOR. Ownership of stamped drawings and specifications shall not include the CONTRACTOR's certification or stamp. Any re-use of such documents without the CONTRACTOR's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the CONTRACTOR or to the CONTRACTOR's independent professional associates, subcontractors, or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the CONTRACTOR's rights under this Agreement.

The TOWN shall furnish to the CONTRACTOR available surveys, data, and documents relating to the area which is the subject of the work hereunder. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures, is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the CONTRACTOR and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the CONTRACTOR must satisfy himself as to the correctness of such information. If, in the opinion of the CONTRACTOR, such information is inadequate, the CONTRACTOR may request the TOWN's approval to verify such information through the use of consultants or additional exploration.

13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, and it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations, and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at

the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

- 17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- 18. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- 19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
- 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement by the parties hereto. Signatures of Town and Grantee delivered by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes.

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

[CONTRACTOR]

TOWN OF PLYMPTON

By its [_____]

by its [_____]

Signature

Printed Name and Title

Approved as to Availability of Funds:

Town Accountant

(\$ _____)
Contract Sum