



Town of Sandisfield  
Painting Old Town Hall & Police Station  
Service Agreement

*The price quoted should be one fixed price to provide all the services specified in this solicitation.*

Price for Service as Specified: \$ \_\_\_\_\_

I certify by my signature below that I have read, understood, and agree to all the terms and conditions outlined in this agreement for Painting Old Town Hall & Police Station all pages inclusive. I also certify that the prices quoted are accurate and constitute the entire costs and that there are no other ("hidden") fees or charges for which the Town would be responsible.

**I also agree to the following Certifications.**

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant of M.G.L. Ch. 62C, Sec. 49A, I certify under the pains and penalties of perjury that the contractor/consultant has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Printed Name of Individual Submitting Bid: \_\_\_\_\_

Printed Name of Business/Other Entity: \_\_\_\_\_

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

*(For Corporations, LLCs, or other similar business structures, this must be of an individual that has the full legal authority to sign for the entity; the Town may ask for proof of this.)*

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

Phone & Fax: \_\_\_\_\_

Email: \_\_\_\_\_



## Town of Sandisfield Painting Old Town Hall & Police Station

### **SPECIFICATIONS**

The primary duties include preparing Old Town Hall/Police Station, located at 3 Silverbrook Road, Sandisfield, MA 01255, for repainting. Preparation and repaint will include siding, trim, windows and doors. Bidder is responsible for removal of all debris daily, including paint chips. The Town reserves the right to expand the area, level, and frequency of maintenance within reason and negotiation with the chosen vendor. Additional site-specific services may be required for certain areas.

The following are the general and minimum specifications of the services expected, and are not necessarily complete. It is expected that all other customary professional practices for such services will be employed as well.

1. Prepare the exterior siding, trim, windows and doors of the Old Town Hall and Police Station for paint. All paint chips and debris removed daily.
2. Replace any rotten boards prior to painting.
3. Prime the entire structure with oil-based primer.
4. Paint two coats of durable exterior grade paint on all surfaces.
5. No "EXTRA" work for unforeseen issues will be paid without a signed change order

### **GENERAL INFORMATION, NOTIFICATIONS, REQUIREMENTS**

The chosen contractor shall comply with all Federal, State and Local laws, rules, regulations and orders in general and specifically those applicable to the work provided pursuant to this solicitation, and shall be responsible for possessing and retaining throughout this contact all necessary licenses, permits, and approvals that may be required for the performance of the services herein.

It is presumed and is the responsibility of the winner of this agreement to have familiarized themselves with the areas to be services and all other conditions and logistics that may affect their ability to perform all of the services successfully to fulfill the requirements of this agreement.

Contractor is responsible for complying with all Prevailing Wage laws of the Commonwealth of Massachusetts that may apply.

All equipment, tools, labor and other needs required to perform the services herein are to be provided by the vendor.

It is understood that the vendor awarded any contract is an independent contractor for the Town and is not in any respects an employee or agent of the Town of Sandisfield for any purpose.

The vendor shall not assign, sublet, subcontract, or otherwise transfer any award, in whole or in part, nor the monies due thereunder without the prior written consent of the Select Board, which may approve or disapprove at its discretion.

Though it is the responsibility of the chosen vendor to proactively make certain all services are performed and to work independently, communication and coordination with the Public Works Superintendent, who will be the first and primary contact for questions and any directions needed, is expected.

Any Town or third-party property damaged by the contractor in carrying out the provisions of this contract shall be restored to its original condition at the expense of the contractor.

### **INSURANCE REQUIREMENTS**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this procurement. The chosen vendor must have a full spectrum of commercial insurance to indemnify the Town and cover any third parties for all aspects of possible liability that could arise from the services to be provided, and that covers all vehicles and other equipment/machinery used for the services required by this quote. It shall also be the responsibility of the chosen vendor to assure of the same coverage for any subcontractors, where applicable. The coverages must remain in force throughout service to the Town, and the insurance providers required to notify the Town of any impending cancellations or changes in coverage. In addition, the "Town of Sandisfield" must be listed as an "Additional Insured" on all policies. Proof of this must be given to the Town before the award is fully complete and services can begin. The following minimums are required:

General Liability for property and bodily of at least \$1,000,000 per occurrence, 2,000,000 per aggregate.

Automobile and other motorized vehicle insurance of at least \$500,000 to cover hospitalization and bodily Injury and property damage.

Worker's Compensation as mandated by the Commonwealth of Massachusetts for the particular firm and its organizational structure.

Any other insurance that is deemed by the Town as standard for such services and products described as part of this solicitation.

### **INDEMNIFICATION AND HOLD HARMLESS REQUIREMENT**

The Contractor shall indemnify and save harmless the Town of Sandisfield, all its employees, agents, and other official from and against all losses, claims, demands, payments, suits, actions, recoveries, and Judgments of every nature and description brought or recovered against them by reason of any act of omission of said contractor, his/her agents, subcontractors, or employees, in the execution of the work of this offer or in guarding the same. This is to include all legal fees that the Town may incur in relation to any such incident.