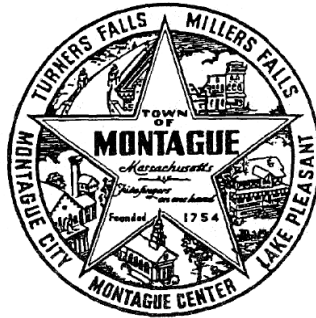


TOWN OF MONTAGUE REQUEST FOR PROPOSALS



Professional Consultant Services for Principal Investigator for the 1676 Battle of Great Falls (Wissatinnewag-Peskeompskut) Site Identification and Evaluation Project Phase II

National Park Service American Battlefield Protection Program GA 2287-16-006

DUE JANUARY 14, 2019

1.0 PROJECT DESCRIPTION

The Town of Montague, Massachusetts is seeking proposals from a consulting firm, practice, or individual with demonstrated expertise in the colonial contact period history and archeology of the Connecticut River Valley to complete the second phase of a site identification and evaluation project for the 1676 battle at Great Falls (Wissatinnewag-Peskeompskut). The proposal must include the services of the following specialists who meet the Professional Standards of the National Park Service (36 CFR 61) and have specific research experience in King Philip's War: an archeologist, who will serve as the project's Principal Investigator, and a military historian. The professional services contract will be managed by the Montague Planning Department in coordination with an advisory board appointed by the Montague Selectmen which is comprised of representatives from 4 neighboring municipalities in the battlefield area and four Tribal Historic Preservation Offices.

The Native American community known as Peskeompskut-Wissatinnewag in the vicinity of current day Turners Falls is the location of significant King Philips War engagement between colonial forces and native Americans in 1676. In 2014, the Town received an initial ABPP Planning Grant to conduct a pre-inventory research and documentation report. In 2016 the town received a second grant to conduct the first phase of the Site Identification and evaluation. Both reports are finalized and available for review at <https://www.montague-ma.gov/g/48/Battlefield-Grant-Advisory-Committee> The primary objective of the second phase is to complete a battlefield survey of the remaining 5-miles of the 6.5 mile battlefield

and determining site boundaries. Approximately 1.5 miles were surveyed under GA-2287-16-006. While highly successful the battlefield proved to be very complex and could not be completed in only one phase of fieldwork. It is anticipated that additional combat actions will be identified as well as ancillary sites (Native villages) that provided men for the battle. The goal is also to prepare National Register of Historic Places registration forms to nominate significant or potentially significant sites and battlefields to the National Register of Historic Places.

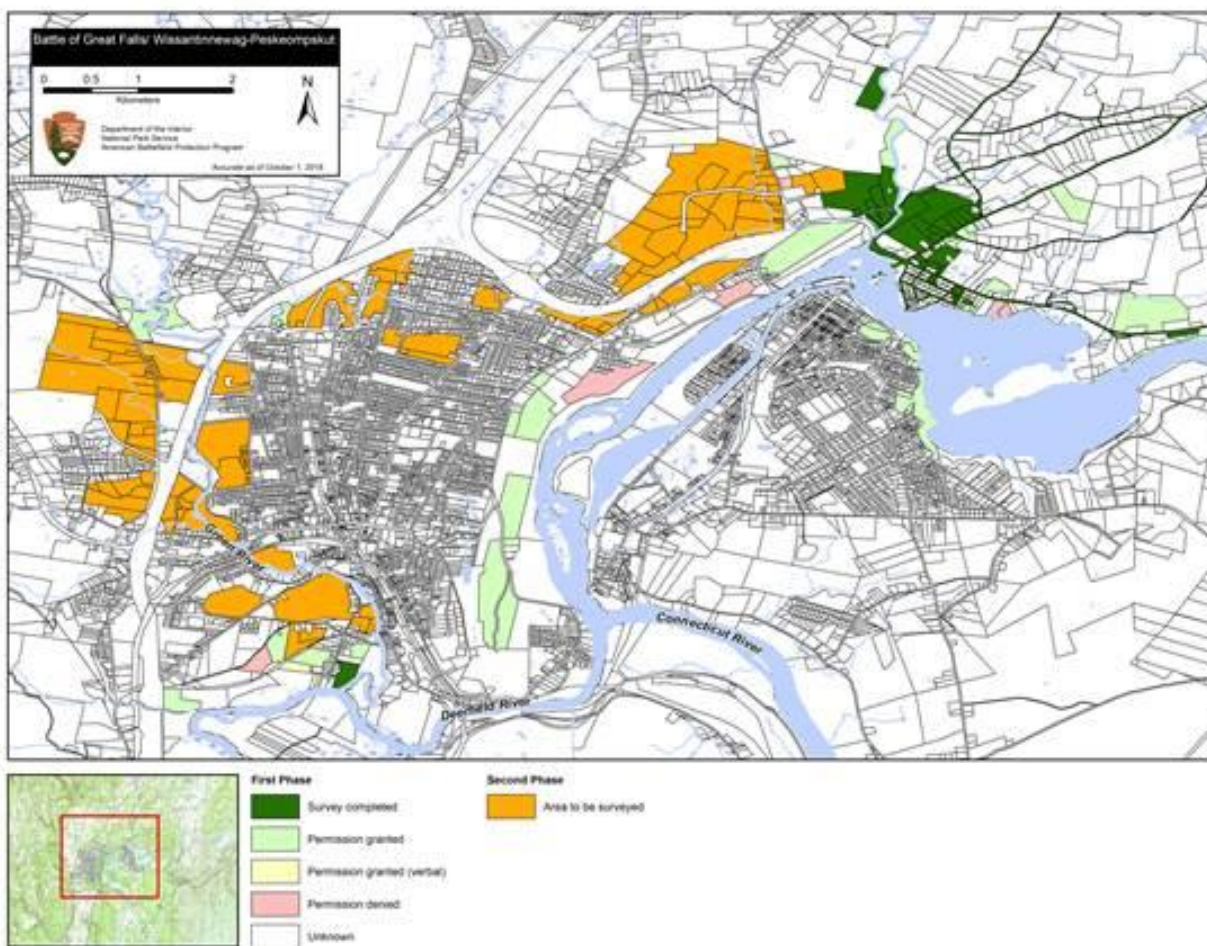
Details of the project are shown in the scope of work. The project will be developed and deliverables produced during the period Dec 1, 2018 through May 30, 2020.

The project is to be funded by the American Battlefield Protection Program (ABPP) of the National Parks Service and therefore will be required to meet and follow the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation and consult with the SHPO, as needed. The research will be owned by the Town of Montague and National Park Service. Under the Archeological Resources Protection Act of 1979 (ARPA), some specific information may not be public in order to prevent the theft, damage, or destruction of material remains of archeological interest.

2.0 SERVICES AND SCOPE OF WORK

The contractor shall serve as the Principal Investigator for the project whom shall at minimum provide the following services:

Task 1: Develop an archeological research design to standards acceptable by the ABPP and in accordance with Massachusetts Historic Commission permitting and standards. Research design should address NAGPRA and protocol for discovery of human remains. The research design should build off the Pre-Inventory Research and Documentation Report (GA- 2287-14-012) and the Phase I Site Inventory and Analysis Report (GA-2287-16-006).



Task 2: Prepare and Submit Permit Application for archeological investigation to the Massachusetts Historic Commission. The Battlefield Grant Advisory Board will be responsible for obtaining landowner permission for excavation and artifact donation.

Task 3: Conduct Field Survey in accordance with Secretary of Interior’s Standards and Guidelines for Archeological Documentation

3.1 Walkover Survey: A pedestrian survey will be conducted of the study areas to identify artifacts that may be visible on the surface. Much of the remaining land in the study areas is covered with vegetation or previously developed and probably will have no visible artifact concentrations. The Town will hire a THPO from Narragansett, Wampanoag of Gay Head -Aquinnah, and/or Nipmuc to be present during walkover.

3.2 Remote Sensing: The walkover will be followed with a metal detector survey of selected areas within each of the core areas. The survey will be conducted using a grid of points, established in proportion to the size of the area to be examined. “Hits” will be flagged, mapped and evaluated with small excavation units. The grid location and depth of each artifact will be recorded on GPS for use in making a GIS map of artifact distribution. The Town will hire a THPO from Narragansett, Wampanoag of Gay Head –Aquinnah, and/or Nipmuc to be present during remote sensing.

3.3 Subsurface Testing: Subsurface testing may also be conducted in core areas and sites that are expected to contain significant numbers of non-metallic artifacts and features. Examples of these

sites are White Ash Swamp and Village core areas. The Town will hire a THPO from Narragansett, Wampanoag of Gay Head -Aquinnah, and/or Nipmuc to be present during all subsurface testing.

3.4 Prepare GIS Map of Battlefield Area using NPS battlefield survey data dictionary

Task 4: Laboratory Analysis and Curation. The field methodology will be designed to document the battlefield boundaries with minimal artifact collection. Some artifacts will be recovered, however, so adequate laboratory facilities are required to handle the expected classes of recovered materials which may include small, corroded metallic objects, such as shell fragments, bullets, buckles and so forth. All artifacts will be cleaned, assessed for conservation needs, identified and catalogued and the location of each plotted on the battlefield base maps. The PI should make arrangements with a museum that meets National Park Service Standards (NPS Museum Handbook I and II) for permanent artifact conservation.

Task 5: Coordinate a public planning process which shall include three meetings. The first meeting should be to present the goals of the project. The second meeting will be to solicit public comment on the draft report. The third meeting will be a presentation of the final report.

Task 6: Prepare technical report as specified in the work plan, with a preference for a final product that seamlessly combines the Phase I report.

Task 7: Provide monthly updates to the Battlefield Grant Advisory Board through a written report or participation in the monthly board meetings.

Task 8: Following approval of the final report document, the consultant shall provide the Town with ten (10) acid-free paper copies of the Technical Report and GIS map. One copy should be ARPA redacted. One (1) digital copy on CD shall be delivered at that time.

3.0 PROJECT TIMELINE

DATE	ACTION
2018	
September 20	Effective date of grant
December	Issue RFP for PI team
2019	
Jan 1	Quarterly Report
Feb 1	Procure PI Team, Secure MOA/ Sole source agreements with participating tribes
March 1	Submit Research Design
March 15	Public Meeting #1, Begin field survey, subsurface testing, and lab analysis.
April 1	Quarterly Report
Jul 1	Quarterly Report
Sep 1	Complete field survey and subsurface testing
Sep 15	Public Meeting# 2
Nov 1	Lab analysis complete
Dec 1	Draft of technical report for review by Town of Montague, NPS, MASHPO, participating THPOs. Quarterly Report
2020	
Jan 1	Quarterly Report
Jan 15	Public Meeting #3
Feb 1	Submit revised draft technical report
April 1	Submit final technical report and final program performance report
August 1	Grant deadline. Final outstanding bills must be submitted by this date.

4.0 REQUEST FOR PROPOSALS SUBMISSION REQUIREMENTS

4.1 Deadline Proposals must be received by 5:30PM E.S.T., on Monday, January 14, 2019. Proposals that arrive after this date and time will not be considered and will be returned to the sender..

4.2 The price proposal shall be submitted in a separate sealed envelope marked ABPP STUDY – PRICE PROPOSAL. The technical proposal shall be marked ABPP STUDY –TECHNICAL PROPOSAL.

4.3 The applicant must submit the 2 mandatory forms (Certificate of Non-Collusion – Form B and Tax-compliance certificate-Form C)

4.4 Proposals for this RFP should be submitted to:

Montague Planning and Conservation Department
C/O Walter Ramsey
One Avenue A, Turners Falls, MA 01376

4.5 Any questions regarding this RFP are to be directed to:

Walter Ramsey, AICP
Montague Town Planner
One Avenue A, Turners Falls, MA 01376
413 863 3200 ex 207
planner@montague-ma.gov

5.0 REVIEW CRITEREA

5.1 Minimum Criteria

Proposals must meet the following criteria.

- Submission of mandatory forms A, B, and C.
- Experience as a principal investigator of at least one other project of similar scope

5.2 Comparative Criteria

Proposals will be evaluated by The Battlefield Grant Advisory Board appointed by the Montague Selectboard for the following comparative elements. Each of the elements will be scored as not advantageous, advantageous or very advantageous.

- Sensitivity to respecting colonist and Native American historical perspectives
- Familiarity with state, federal, tribal, and local protocols for archeology, including those for the discovery of human remains.
- Familiarity with the colonial contact period in New England and the archeology of the Connecticut River Valley with special emphasis on the King Philip's War
- Ability to meet to project deadlines and specific requirements such as KOCO analysis and GIS mapping.
- Overall quality of proposal
- Quality of Interview (if applicable)

5.3 The Battlefield Grant Advisory Board may interview the top scoring finalists and make a recommendation to the Montague Selectboard.

6.0 Rule of Award

Proposals will be evaluated and scored based on qualifications and quality of proposal. The Board of Selectmen is the awarding authority. The decision to award will not be based on price. The maximum budget provided for this contract, is \$57,300.

FORM A

PRICE PROPOSAL

**Professional Consultant Services for Principal Investigator for the Battle of Great Falls/
Wissatinnewag-Peskeompskut Pre-Inventory Research and Documentation Project**

Prices must be submitted on this form and submitted in a sealed envelope separate from the non-price technical proposal. Prices submitted on any other form will not be considered valid. Please return this form and the non-price proposals to:

Montague Board of Selectmen
One Avenue A Turners Falls, MA 01376

Technical proposals and price proposals must be received by **5:30 p.m on January 14, 2019** at the Montague Town Hall, 1 Avenue A, Turners Falls, Massachusetts 01376. Postmarks will not be considered. All non-price proposals will be publicly opened and recorded at the above address, date and time. All offers are subject to specifications in **RFP – ABPP STUDY –PRICE PROPOSAL**. This contract may be extended for up to thirty (30) days at the request of the Town of Montague.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to furnish all such services described in the specifications in RFP for the following price and that said price will be good for one year.

LUMP SUM BID PRICE: \$ _____

OFFEROR: _____

AUTHORIZED SIGNATURE

Print name and title

Date Offered

PHONE: _____

STATE OF INCORPORATION: _____

FED TAX ID NUMBER: _____

FORM B

NON-COLLUSION STATEMENT

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

Date _____

Typed or Printed Name of Person Signing

Authorized Official's Signature

Company or Corporation

FORM C

TAX COMPLIANCE STATEMENT

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that _____, to my best knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Date _____

Typed or Printed Name of Person Signing

Authorized Official's Signature

Company or Corporation

**SAMPLE
AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE TOWN OF MONTAGUE
AND**

THIS AGREEMENT is made this _____ day of ____ 2019, by and between the Town of Montague, hereinafter called the OWNER and _____, with offices at _____ (herein called the "CONSULTANT"):

The OWNER'S Designated Representative under this contract is:

Name Walter Ramsey Position/Title Town Planner

Address: Town of Montague, One Avenue A, Turners Falls, MA 01376

Telephone (413) 863-3200 (Extension 207) Fax (413) 863-3211

Email planner@montague-ma.gov

The CONSULTANT'S Designated Representative under this contract is:

Name _____ Position/Title _____

Address _____

Telephone _____ Fax _____

Email _____

WITNESSETH, for consideration hereinafter set forth, the CONSULTANT AND OWNER hereto agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONSULTANT

THE OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to perform certain professional services hereinafter described as:

ARTICLE 2. GENERAL CONDITIONS

The OWNER agrees that all work be done by the CONSULTANT and all materials to be used on the project shall be in accordance with the standards applicable to the relevant professions employed on the PROJECT.

ARTICLE 3. SCOPE OF SERVICES

This scope of services is found in Attachment A.

ARTICLE 4. CONTRACT PRICE AND AMOUNT

- 4.1 For services performed under this AGREEMENT, the OWNER agrees to pay the CONSULTANT a lump sum fee of \$_____ for the scope of services described in Article 3 of this AGREEMENT.
- 4.2 Payments to the CONSULTANT shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 1% per month.
- 4.3 For services performed beyond basic services, (additional services) the CONSULTANT shall be compensated in accordance with the procedure established in Article 13.
- 4.4 The OWNER agrees to make payment to the CONSULTANT within thirty (30) days of the invoice date for work completed to the OWNER'S satisfaction. If the OWNER fails to make any payment due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT'S statement therefor, except for just cause, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless payment is received by the CONSULTANT within seven (7) days of the notice, the suspension shall take effect without further notice. In the event of a suspension of services due to failure of the OWNER to make payment as agreed in this section, the CONSULTANT shall have no liability of the OWNER for delay or damage caused the OWNER because of such suspension of services.
- 4.5 Notwithstanding anything in this AGREEMENT to the contrary, any and all payments that the OWNER is required to make under this AGREEMENT shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

ARTICLE 5. TERM OF AGREEMENT AND TIME FOR PERFORMANCE

- 5.1 The CONSULTANT will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER and upon receipt of a Notice to Proceed from the Owner. The CONSULTANT agrees to provide services for the duration of work, starting within two weeks of the Notice to Proceed.

ARTICLE 6. KEY PERSONNEL

- 6.1 The CONSULTANT shall provide a list of the names and qualifications of individual staff people who will be assigned to the performance of the CONSULTANT'S obligations under this contract.
- 6.2 The OWNER shall have the right to require the CONSULTANT to remove any key individual from his or her assignment to this PROJECT for cause. The key individual shall receive reasonable notice of any such action.

ARTICLE 7. CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

- 7.1 The CONSULTANT shall not employ consultants, except Key Personnel designated in ARTICLE 6, or assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval of and written consent of the OWNER. The OWNER shall not unreasonably withhold such approval. The OWNER may rescind its consent if a consultant or subcontractor is incompetent, irresponsible, or otherwise unsatisfactory, and the CONSULTANT shall remove such consultant or subcontractor from the work. The OWNER'S written consent shall not in any way relieve the CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates or other work or materials furnished.
- 7.2 Except as otherwise provided in this contract, whenever the services of the following consultants are required, the CONSULTANT shall employ them within the basic fee for this project: Surveyors, Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Acoustical Engineers, Architects, Landscape Architects and Designers, Cost Estimators, Code Specialists and Specification Writers. Consultants must be registered in their respective disciplines if the applicable General Law requires registration.
- 7.2 When the CONSULTANT receives payment from the OWNER, the CONSULTANT shall within 30 calendar days make payment to each consultant whose work was included in the work for which such payment was received from the OWNER. The OWNER shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the OWNER.

ARTICLE 8. STATUTORY COMPLIANCE

- 8.1 This AGREEMENT will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the AGREEMENT shall conflict with any provisions or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:
- General Laws Chapter 30B: Procurement of Goods and Services
General Laws Chapter 30 Sec. 39 et seq: Public Works Contracts
General Laws Chapter 149, Sec 44A et seq: Public Buildings Contracts
- 8.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this AGREEMENT. To whatever extent any provision of this AGREEMENT shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 8.3 The CONSULTANT shall exercise due care in accordance with generally accepted standards of professional practice, and perform the work required under this AGREEMENT in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the CONSULTANT shall promptly pay all fines, penalties and damages that may arise out of or be imposed because of the CONSULTANT'S failure to comply with the provisions of this Article and shall indemnify the OWNER against any

liability incurred as a result of a violation of this section, in place at the time of this Agreement's execution.

ARTICLE 9. INSURANCE

General Liability Insurance

9.1 The CONSULTANT shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost the OWNER. With respect to the operation the CONSULTANT performs, the CONSULTANT shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury, death and property damage.

9.2 Automobile Liability Insurance

The CONSULTANT agrees to hold the Town of Montague harmless from the liability of any accidents, deaths or injuries, or destruction of property, caused by or incurred by employees of the CONSULTANT while engaged in the implementation of this contract.

9.3 Professional Services Liability Insurance

The CONSULTANT shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of One Million Dollars (\$1,000,000) per claim and in the aggregate, and maintain such policy from the time that this CONSULTANT is signed to the date when all construction work designed under this CONSULTANT is completed and accepted by the OWNER. Since this insurance is normally written on a year-to-year basis, the CONSULTANT shall notify the OWNER should coverage become unavailable.

9.4 The CONSULTANT shall, before commencing performance of this AGREEMENT, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of this AGREEMENT.

9.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with this AGREEMENT. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OWNER at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 10. RESPONSIBILITIES OF THE OWNER

The OWNER without cost to the CONSULTANT, shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

10.1 Designate in writing a person to act as the OWNER'S representative with respect to work to be performed under this AGREEMENT, such person to have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.

- 10.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the CONSULTANT regarding both general and special considerations relating to the PROJECT.
- 10.3 Assist the CONSULTANT by placing at the disposal of the CONSULTANT all available information pertinent to the PROJECT including previous reports and existing survey data and any other data relative to design or construction of the PROJECT.
- 10.4 Waive or pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and obtain such approvals and consents from others as may be necessary for completion of the Project. The CONSULTANT shall assume that the information provided by OWNER is reliable for the purposes of these services. All materials and information provided to the CONSULTANT by OWNER under this contract shall remain the property of OWNER and shall be returned to OWNER upon completion of this contract or upon early termination of this contract
- 10.5 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
- 10.6 Cooperate with and assist the CONSULTANT in all additional work that is mutually agreed upon.
- 10.7 Pay the CONSULTANT for work performed in accordance with terms specified herein.
- 10.8 Develop, organize and implement all public information and participation efforts.
- 10.9 OWNER does not guarantee the accuracy of information furnished and CONSULTANT must satisfy itself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by OWNER. If the above data are not available or they are in the opinion of CONSULTANT insufficient, CONSULTANT, upon request, may be given authorization to obtain the services of a consultant or perform the work with its own employees. Such consultants shall carry adequate liability insurance. In no case shall CONSULTANT commence such additional work without prior written authorization of OWNER
- 10.10 Written consent shall not in any way relieve CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specification, estimates and other work or material furnished.

ARTICLE 11. LIMITATION OF LIABILITY AND INDEMNIFICATION OF OWNER

- 11.1 CONSULTANT shall indemnify and save harmless OWNER and all of its municipal boards, commissions, departments, officers and employees against any suits, claims of liability or expenses for or on account of any injuries to persons or damage to property to the extent that same are caused by the negligent acts, errors or omissions of the CONSULTANT in the

performance of this AGREEMENT and/or failure to comply with the terms and conditions of this AGREEMENT, whether by CONSULTANT or its employees, consultants or subcontractors.

11.2 Hazardous Waste Indemnification's

For the purpose of this AGREEMENT, CONSULTANT shall not be considered an owner or operator of the project site with respect to the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against CONSULTANT, its principals, agents, employees, and consultants unless such claims are based, in whole or in part, upon the negligence, breach of AGREEMENT, warranty, indemnity, or other obligation of CONSULTANT, its principals, agents, employees and consultants.

11.3 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the CONSULTANT. The OWNER also warrants that he or she has done his or her best to inform the CONSULTANT of such known or suspected hazardous materials' type, quantity and location.

ARTICLE 12. NOTICE

All notices required to be given hereunder shall be in writing and delivered by hand to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone and facsimile or email, but shall be followed by notice in writing in the manner stated above.

ARTICLE 13. EXTENSION OF SERVICES

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated into written amendments to this AGREEMENT.

ARTICLE 14. OWNERSHIP AND USE OF DOCUMENTS

One (1) reproducible copy of all reports, design drawings, field data, calculations, estimates, and other documents and records (collectively referred to as "documents") which CONSULTANT prepares as instruments of service shall become the property of the OWNER upon payment in full to CONSULTANT under this AGREEMENT. Any re-use of such documents without CONSULTANT's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to CONSULTANT or to CONSULTANT'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 CONSULTANT'S rights under this AGREEMENT.

ARTICLE 15. TERMINATION

15.1 The OWNER may terminate this AGREEMENT, without cause, upon ten days written notice to the CONSULTANT. In the event of such termination, the CONSULTANT shall be compensated for all services performed prior to termination.

- 15.2 If the PROJECT is suspended or abandoned in part for more than three (3) months, the CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due.
- 15.3 If the PROJECT is resumed after being suspended for more than nine (9) months, the CONSULTANT'S compensation shall be equitably adjusted.
- 15.4 In the event of termination by the OWNER, the CONSULTANT will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 4 of this AGREEMENT.

ARTICLE 16. GENERAL PROVISIONS

16.1 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the CONSULTANT'S services.

16.2 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

ARTICLE 17. PROVISIONS REQUIRED BY MASS. GENERAL LAW

- 17.1 The CONSULTANT hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this AGREEMENT. (Statutory reference: M.G.L. c. 7, §38H (e) (i))
- 17.2 The CONSULTANT hereby certifies that no consultant to or subcontractor for the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the CONSULTANT. (Statutory reference: M.G.L. c. 7, §38H (e) (ii))
- 17.3 The CONSULTANT hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the CONSULTANT, has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining this AGREEMENT upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this AGREEMENT to the CONSULTANT. (Statutory reference: M.G.L. c. 7 § 38H (e) (iii))
- 17.4 The CONSULTANT hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the CONSULTANT filed and will

continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c. 7, §38H (e) (iv))

ARTICLE 18. DISCLOSURE RIGHTS

OWNER agrees the CONSULTANT has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of

_____ held on _____,

it was unanimously voted to authorize _____

its _____ to sign any and all bid and contract documents on

behalf of the Corporation. I further certify that said vote remains in full force and effect and has

not been rescinded or modified as of the date below.

Date _____

Corporate Name

Clerk

SEAL:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written

Accepted for the OWNER, TOWN OF MONTAGUE, by the Board of Selectmen:

Date

Accepted for the CONSULTANT _____

Date

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: _____
Accountant, Town of Montague

Date: _____

A TRUE COPY, ATTEST:

By: _____
Clerk, Town of Montague

Date: _____

OWNER'S Massachusetts Sales and Use Tax Certificate Exemption no ____

