

TOWN OF CHILMARK

REQUEST FOR PROPOSALS

FOR FY 2012 VALUATION UPDATE OF

REAL PROPERTY VALUES

Pursuant to G. L .c. 40 § 56, the Town of Chilmark, through its Board of Assessors, is requesting proposals to update real property values as part of the FY2012 Recertification of Property Values.

Specifications for the project are available at the Assessors' Office in the Town Hall during normal business hours. The Request for Proposals will be mailed upon request. All proposals must be submitted to the Board of Assessors, P.O. Box 119, 401 Middle Rd. Chilmark, Massachusetts, 02535, and marked "Real property Valuation Update Program FY2012" All proposals must be received by the Board of Assessors no later than **February 16, 2011, 4:30 p.m.** Maximum time for proposal acceptance by the governmental body will be 30 days from the date of the deadline.

PART ONE - PROPOSAL REQUIREMENTS

The Chilmark Board of Assessors (the "Assessors") requests proposals to perform the recertification of real property pursuant Chapter 40, Section 56 of the General Laws of the Commonwealth of Massachusetts. Contractors interested in providing the revaluation services set forth in the attached statement of services and general conditions are invited to deliver (2) copies each of separate price and non-price proposals to the Board of Assessors, no later than **February 16, 2011, 4:30 p.m**. The Town of Chilmark (the "Town") reserves the right to accept or reject any or all bids, to waive any informality in a bid, and to award the contract as they shall decide shall be in the best interest of the Town.

All proposals sealed, addressed to the Board of Assessors, P.O. Box 119, 401 Middle Rd. Chilmark, MA 02535, and marked:

FY 2012 Real Property Valuation Update Program - Non-Price Proposal

FY 2012 Real Property Valuation Update Program - Price Proposal

NOTE: It is mandatory that price and non-price (technical) proposals be submitted in separate sealed envelopes, clearly marked. Two (2) copies of each proposal are required.

All information pertaining to the contractor's technical and management approach to completing this project, as well as the proposed cost, timetable and staffing plan, shall be presented in the proposal. Contractors shall submit separate price and non-price (or technical) proposals. The non-price proposal must, at the very least, address and comply with all minimum requirements set forth in this Request for Proposals in order to be considered responsive. A proposer may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received by the Assessors at any time prior to the time and date set forth for proposal submission.

The Town has installed Mass Appraisal software from WTI Systems of Pembroke, Massachusetts. The software and real estate database resides on a Windows 2003 server system. Any contractor bidding on this project must be willing to use Excel software to conduct the valuation update.

In addition to utilizing the Excel software to conduct the Market Analysis and Valuation, the Contractor must provide an Income Capitalization Approach, either using Excel or providing alternative data.

In addition to addressing each of the items in the Specifications, the Contractor must submit, as part of its proposal, the following information:

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor stating the offer will be effective for at least sixty (60) Calendar Days from the submission of proposals deadline.

2. Evidence of financial stability must be submitted. The Assessors reserve the right to request a copy of the Financial Statements for the Contractor's most recent Fiscal Year and any additional financial information relative to the Contractor's financial stability.
3. A list of Massachusetts Municipalities for which the Contractor has completed Revaluation Programs.
4. A list of the Revaluation Contracts for which the Contractor is currently committed.
5. Written assurances that the Contractor has a complete knowledge and understanding of Department of Revenue Certification Requirements and that all work performed shall meet those requirements.
6. A complete Certificate of Non-Collusion and Tax Attestation Form (blank forms attached).

The Town reserves the right to amend this request for Proposals at any time prior to the deadline for submission of Proposals, or to waive any informalities in the Proposals, and to reject any or all Proposals received if it determines it to be in the best interest of the Town. The successful proposal is subject to acceptance by the Board of Assessors and the Board of Selectmen. The Town currently utilizes WTI Systems of Pembroke, Massachusetts as a consultant. Any proposal must address the method and costs associated with the conversion of any data which will be used with the installed software for the method of maintaining both the data and the values in future years.

CERTIFICATE OF NON-COLLUSION & TAX ATTESTATION

I, _____, authorized signatory for
(Name & Title)

_____, whose principal place of business
(Offeror)

is at _____,

do hereby certify under pains of perjury that _____
(Offeror)

has complied with all the laws of the Commonwealth relating to taxes and is not currently in arrears in the payment of any obligation due and owing the Commonwealth of Massachusetts or any department or unit thereof.

The following certification required by Massachusetts General Laws, c. 30B, s. 10.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

AUTHORIZED SIGNATURE

COMPANY

DATE

PRICE PROPOSAL --- REAL ESTATE

This form will be used by Contractors as their Price Proposal, for the purposes of compliance with Chapter 30B of the Massachusetts General Laws. Contractors must fill out this form in its entirety and submit it in a separate envelope as their Price Proposal. Additional entries may be made where appropriate; the intended use of a subcontractor for any or all work to be performed within the scope of this project must be stated separately.

Sales Analysis and Verification	\$
Land Value Analysis & Valuation	\$
Building Value Analysis & Valuation	\$
Commercial & Industrial Analysis & Valuation	\$
Certification Assistance	\$
Project Finalization and Documentation	\$
Total Project Price	\$

Optional Items:

Field Review of Value Estimates:	
25% of all parcels	\$
50% of all parcels	\$
100% of all parcels	\$
100% Commercial & Industrial Class Properties	\$
Defense of Values (Per Diem Rate)	\$
Extra Work (hourly rate)	\$

PART TWO — MINIMUM EVALUATION CRITERIA

Contractors must meet all provisions of the criteria as set forth below to qualify for consideration in the Comparative Evaluation Criteria. Any Contractor who does not satisfy this will be specifically rejected as submitting a non-responsive, proposal. All Contractors must submit all necessary client lists, resumes and other pertinent information in order to provide evidence levels of experience and competence in answering minimum and comparative evaluation criteria.

1. The proposed project director must have a minimum of 4 years experience in project director capacity relative to real property valuation.
2. The Contractor must provide evidence of the successful completion of at least two (2) Valuation Update projects for the purpose of Certification in communities in Massachusetts.
3. Cost of the Project will be considered, but will not be the sole basis for evaluation. Contractors must demonstrate they are qualified and responsible.
4. The proposed Project timetable must have a project completion date on or before August 31, 2011
5. All Contractors must demonstrate that they can complete the project by this date. Any proposal that reflects anything beyond this date will be rejected as unacceptable.

PART THREE — COMPARATIVE EVALUATION CRITERIA

Contractors who satisfy all provisions of the Minimum Evaluation Criteria as set forth herein will be evaluated by the Board using the measures as set forth below. All contractors eligible for rating through this section will be rated for each of the categories through the following distinctions:

- A. Highly Advantageous
- B. Advantageous
- C. Not Advantageous
- D. Unacceptable

1. Contractor's experience with other Revaluation Programs in Massachusetts.

- A. Highly Advantageous
Three or more successful recent Revaluations in Massachusetts.
- B. Advantageous
Two successful recent Revaluations in Massachusetts.
- C. Not Advantageous
One successful recent Revaluation in Massachusetts.
- D. Unacceptable
No experience in Massachusetts.

2. Contractor's ability to utilize existing data base and software. The Town has Mass Appraisal software provided by WTI Systems of Pembroke, Massachusetts this software is installed on a Windows 2003 server system in which the Town's Assistant Assessor will input all info into the appraisal system for the Contractor. The Contractor must utilize Excel 2003 version for the required analysis and review with Assistant Assessor.

- A. Highly Advantageous
Three or more successful Revaluations utilizing a mass appraisal software system.
- B. Advantageous
Two or more successful Revaluations utilizing a mass appraisal software system.
- C. Not Advantageous
One or more successful Revaluation experience utilizing a mass appraisal software system.
- D. Unacceptable
No experience utilizing a mass appraisal software system.

3. Qualifications and experience of Staff to be assigned to this particular project.

- A. Highly Advantageous
Mass Appraisal experience of the Staff as Chief Assessor, Project Supervisor, Commercial Appraiser or Senior Residential Appraiser

 - B. Advantageous
Mass Appraisal experience of all the Staff as Commercial Appraiser or Senior Residential Appraiser.

 - C. Not Advantageous
Mass appraisal experience of some of the Staff as Commercial Appraiser or Senior Residential Appraiser.

 - D. Unacceptable
No mass appraisal experience.
4. Level of satisfaction with Contractor's performance in other Massachusetts Cities and Towns for which the Contractor has performed Revaluation.
- A. Highly Advantageous
More than two Cities or Towns reporting high satisfaction and no City or Town reporting poor performance.

 - B. Advantageous
No City or Town reporting difficulty with Contractor's performance and at least one City or Town reporting high satisfaction.

 - C. Not Advantageous
One City or Town reporting difficulty with Contractor's performance.

 - D. Unacceptable
More than one City or Town reporting difficulty with Contractor's performance.

4. Level of satisfaction with Contractor's performance in other Massachusetts Cities and Towns for which the Contractor has performed Revaluation.
 - E. Highly Advantageous
More than two Cities or Towns reporting high satisfaction and no City or Town reporting poor performance.
 - F. Advantageous
No City or Town reporting difficulty with Contractor's performance and at least one City or Town reporting high satisfaction.
 - G. Not Advantageous
One City or Town reporting difficulty with Contractor's performance.
 - H. Unacceptable
More than one City or Town reporting difficulty with Contractor's performance.
5. Contractor's financial stability
 - A. Highly Advantageous
Proposer appears to have long-term financial stability.
 - B. Advantageous
Proposer appears to be financially stable.
 - C. Not Advantageous
Proposer's circumstances suggest financial stability.
 - D. Unacceptable
Proposer insolvent.

PART FOUR — STATEMENT OF SERVICES

SECTION 1: PROFILE OF CHILMARK

Chilmark is located on Martha's Vineyard Island in Dukes County, Massachusetts and contains approximately the following number of parcels.

Improved Residential	1275
Vacant Residential	943
Mixed Use	5
Commercial	22
Industrial	2
Chapter Land	12
Commercial Personal Property	33
Exempt	151

SECTION 2: SCOPE OF PROJECT

- A. Subject to the Terms and Conditions of this Statement of Services, the Contractor will value the types of property identified in Section 1 in compliance with the General Laws of the Commonwealth of Massachusetts.
- B. The Contractor will determine the Full and Fair Cash Value of all property so described and its Usage Classification as defined in Chapter 59 of the General Laws of the Commonwealth of Massachusetts.
- C. The Valuation and Use of all property so described shall be determined as of January 1, 2011.

SECTION 3: RESPONSIBILITIES OF THE PARTIES

- A. Board of Assessors: Throughout the Project, the Board of Assessors will receive periodic reports (no less than monthly) from the Contractor that will review and evaluate the progress of the Project and the Board will promptly notify the Contractor as to whether the work performed is satisfactory and timely.
- B. The Town shall provide the data described in this section (section three) on or before March 15, 2011, unless otherwise specified or agreed upon at commencement of the Project. The Town shall continuously and currently update the information referred to in this section through December 31, 2010.
- C. The Town shall provide one (1) set of Tax Maps covering all parcels, correct and current as of the most recent Tax Year.
- D. The Town shall continuously and currently provide all Sales Information available to it with respect to the Transfer of parcels occurring from January 1, 2009 and ending December 31, 2010. Sales data provided shall include preliminary non-arms length coding and shall be reviewed and corrected during the Project.

- E. The Town shall make available to the Contractor existing Property Records, or copies thereof. The Contractor shall be responsible for the safekeeping of the records while in its possession. If the Town is in need of any such record while it is in the possession of the Contractor, the Contractor shall provide it to the Town upon request as soon as possible without causing undue disruption to the Work Schedule of the Contractor.
- F. The Town shall further assist the Contractor by providing or making available such other information which it possesses or which is conveniently available to it, including, but not limited to, General Assessment Records , magnetic tapes , tape format/layouts containing pertinent information and data.
- G. The Town shall be required to provide such materials and data in original or duplicated form at the Town option, but in no event shall the Town be required to provide which is not reasonably available to it. The Contractor represents that it is aware of the resources of the Town and its limitations and, therefore, will require only that additional material and data which is currently available to the Town or which may come into its possession from time to time through the normal course of events.
- H. The Town shall provide the Contractor with all Property Inventory Data, both legal and appraisal data as shown on the property record current cards, updated to January 1, 2011.
- I. The Town shall be responsible for the postage and mailing of Income and Expense Forms.
- J. ~~CONTRACIOR~~ The Contractor will be responsible for fulfilling all requirements stated in this Statement of Services in a timely fashion and in a professional and satisfactory manner.

SECTION 4: PROJECT REQUIREMENTS

- A. PROJECT TIMETABLE AND WORKPLAN: FROM TO

Project Commencement
 Local Staff Training
 Sales Analysis and Verification
 Valuation
 Field Review of Value Estimates
 Assessors Review of Values
 Final Work Products Delivered for Review
 Department of Revenue Preliminary Review for Certification
 Project Completion

- B. PUBLIC RELATIONS:

The Assessors and the Contractor will cooperate in maintaining good Public Relations throughout the period of this Project.

C. LOCAL STAFF TRAINING

Training for the Board and Staff will consist of On-Site Training, and will include, but not be limited to, the Assessors and Office Staff working with the Contractor in the appropriate phases of this Project. Instruction will include, but not be limited to, topics such as Data Management, Sales Collection, Verification and Management, Appraisal Methodology with examples, Field Review Procedures, Income and Expense Data Analysis in order to keep such schedules current.

D. SALES VERIFICATION

The Contractor will work closely with the Assessors' Office in analyzing the sales transactions which have occurred during the base period for the revaluation program.

E. VALUATION TESTING

The Contractor will use data which has been drawn off the WTI appraisal system and transferred to an Excel spreadsheet to conduct an initial sales ratio analysis and a series of follow-up rounds of sales ratio analyses. Based on the analysis work, the Contractor will make adjustments to existing tables and if necessary, new tables will be created. The objective of this effort will be the production by the WTI appraisal system of certifiable values in all classes of property being valued. This valuation testing phase will be conducted in conformity with the DOR guidelines.

The Contractor will work closely with the Assessors' Office to develop vacant land sale and land residual derived valuation schedules which will be converted to the WTI appraisal format.

When workable land table revisions have been made, the Contractor will analyze the building values with a view to making whatever changes are necessary to bring about total land and building values which meet the sales ratio standards of the DOR. This process will involve the use of stratified sales ratio studies which will be run by such categories as neighborhood, house style, lot size, price quartile, year built range and grade. Each series of sales ratio studies will be followed by the careful addition of any needed adjustments to the land and building cost tables. This will be repeated until the WTI appraisal system is set to produce assessed values on the sale properties which met the certification standards of the DOR.

All Valuation Testing must be reviewed and approved by the Board before commencement of the Valuation Production.

F. COMMERCIAL PROPERTIES

The Contractor will perform all of the appraisal functions necessary to meet the DOR requirements to produce market level, defensible commercial and industrial values. This will include an analysis of any commercial properties which have sold since the last valuation update.

Income and expense questionnaires will be analyzed by the Contractor. Based on this effort, schedules of economic rents, vacancy rates, expense ratios and capitalization rates will be developed. The Contractor will meet the DOR requirement for valuation of income-producing properties by developing two approaches to value.

The Contractor will develop Commercial land values through an analysis of land sales, land residuals from sales and reliable income approach values.

G. FINAL VALUATION

The WTI appraisal system will be used for valuation. All values resulting from the Valuation Update project will be available to the Board for Final Review and for a determination as to whether the Contractor's Work Product is satisfactory for the purposes of requesting a Certification Review by the Commissioner of Revenue. The Contractor will provide the Board with all Valuation Models and Schedules, Sales Analyses and Documents which are necessary to conduct this review, including a printout by parcel number, with old and new values and percent change in value.

H. CERTIFICATION REVIEW

The Contractor will provide all documentation required by the DOR for Certification Review and will be present with the Assessors during the DOR field visit.

I. DEFENSE OF VALUES

The Contractor will provide Expert Witnesses to represent the municipality at all Appeals to any Court, the Appellate Tax Board or otherwise, of Valuations and/or Classifications resulting from this Project. The Expert Witnesses will have performed a Visual Review of the property. The Contractor will furnish these Services, including Comprehensive Written Appraisal Reports if required, at a per diem rate acceptable to both parties.

SECTION 5: CONTRACTOR PROJECT STAFFING

- A. The Contractor will be responsible for the Supervision of all Phases of work in this Project.
- B. The Contractor will perform the Valuation Update in the Project time frame listed in Section 4, utilizing staffing to achieve satisfactory results.
- C. Resumes of each individual staff person will be provided to the Board. They shall include: prior work experience, dates positions responsibilities for each employer education and professional affiliations for each individual.
- D. The Board will notify the Contractor of the acceptance or rejection or any staff substitutions within Fifteen (15) business days of the receipt of the proposed changes. The Board shall reserve the right to make the final determination regarding the acceptability of proposed personnel changes.

SECTION 6: DELIVERABLE PRODUCTS

- A. All documents, reports, records, data or other material in whatever form, manual or mechanized, obtained or produced during the performance of this Project shall be the sole property of the Town and shall be delivered during an appropriate Phase or at the conclusion of the Project, as required by the Board of Assessors.
- B. The documents, reports, records, data and other materials shall include, without limitation, the following Deliverable Products:
 - 1. Documents of Procedures used throughout the Project.
 - 2. All Training Materials and Manuals used in any Phase of the Project.
 - 3. All Data Collection and Valuation Manuals which will enable the Town to maintain and update its values.
 - 4. A detailed Cost Manual.
 - 5. The Depreciation Schedule and source of information used for its development.
 - 6. Income and Expense Statements.
 - 7. All manual and computerized reports which support values and Valuation Formulas.
 - 8. All materials and documentation used on the Land Valuation effort.
 - 9. Any Sales Ratio studies used in this Project.
 - 10. Any documentation or spreadsheets required by the DOR as part of the certification review process, whether or not specified in this document.
 - 11. All computer-generated Valuation and technical documentation describing the organization of data files and record format.

SECTION 7: PROJECT COST ESTIMATION

Contractors must complete the Price Proposal Form for the purposes of compliance with Chapter 30B of the Massachusetts General Laws. Additional entries may be made where appropriate; the intended use of a subcontractor for any or all work to be performed within the scope of this project must be stated separately.

PART FIVE — GENERAL CONDITIONS

1. GENERAL CONDITIONS AND MANDATORY CONTRACTUAL REQUIREMENTS

All bidding contractors, by the virtue of their proposal, agree to comply in full with all conditions as set forth in any contractual agreement resulting from such proposal.

2. **PROPOSAL RULES**

This proposal is solicited and will be awarded pursuant to the “Uniform Procurement Act,” Chapter 30B of the Massachusetts General Laws.

3. **BASIS OF PROPOSAL AWARD**

The Contract shall be awarded to the Contractor submitting the most advantageous proposal, taking into consideration the proposal’s relative merits and relative prices. Price will not be the sole determinant of the award. The Town Board will evaluate the relative merits of each proposal.

4. **EXAMINATION**

By submitting a proposal, the bidder warrants that he/she has examined the site of the work, the specifications and drawings and is fully acquainted with all conditions and restrictions pertaining to the work and the execution thereof. No claim for any extra or extension of time will be allowed for failure to observe this requirement.

5. **ABILITY AND EXPERIENCE**

1. The Awarding authority will not award a contract to any proposer who cannot furnish satisfactory evidence of ability and experience in this type of work and who does not have sufficient plan and capital to complete the work within the given time period.
2. The awarding authority may make such investigations as it deems necessary to determine the above, and bidder will furnish any information requested in this regard, including under an oath if required.

6. **CERTIFICATE OF NON-COLLUSION AND TAX ATTESTATION FORM**

All proposers must submit a form which incorporates both an attestation clause regarding Massachusetts state tax returns and a certificate of non-collusion.

7. **CORRECTIONS**

Erasures and other changes in the bid must be explained or noted over the signature of the bidder.

8. **PAYMENT SCHEDULE AND PENALTY**

1. Payments will be made to the Contractor monthly, based on the portion of Work completed and delivered to the Board during the preceding month. No payments will be made until the work is approved by the Board. The Board will review each monthly invoice, and within twenty (20) business days of its receipt, either approve it for payment or return it to the Contractor with a written statement of reasons for its rejection. All Monthly Progress Reports and Work Completed Forms are subject to the review of the for Certification

purposes.

2. If the Board determines that, due to the fault of the Contractor, the Project is not progressing satisfactorily; Fifty Percent (50%) of the monthly bill can be retained. If the problem is rectified within thirty (30) calendar days to the satisfaction of the Board the Fifty Percent (50%) will be paid at this time. If the problem is not rectified within the stated thirty (30) day period, the Board will determine whether the Fifty Percent (50%) will be retained until the satisfactory Completion of all Terms of this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS**

1. The contract will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
2. The contractor must affirm that he will conduct this project in compliance with the General Laws of the Commonwealth of Massachusetts relating to property assessment administration. Therefore, the contractor must have a complete understanding of these laws. Furthermore, the contractor must be cognizant of the role of the DOR in administering and enforcing these laws, and must agree to comply with all regulations and directives of the DOR.
3. The contractor must comply with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and those against discrimination, existing or adopted in the future which are applicable at any time to the contractor pursuant to its obligations during this project. The contractor and any of his subcontractors, agents, servants and/or employees will obtain at their sole cost and expense all required permits, franchises, approvals, licenses and/or certificates necessary for the performance of his obligations pursuant to the agreement.

10. **IDENTIFICATION**

All the contractor field personnel will carry suitable ID cards which include an up-to-date photograph.

11. **PRIME CONTRACTOR RESPONSIBILITY**

The Board has single point responsibility for the entire project. Subcontractors may be used, but the contractor will accept full responsibility for the subcontractor's performance. The contractor will not subcontract any of its work or part thereof without prior written consent of the Board.

12. **ASSIGNMENT OF CONTRACT**

The contractor will not assign or in any way transfer any interest in this agreement without the prior written consent of the Board, provided however, that claims for money due or to become due to the contractor from the municipality hereunder may be assigned to a bank, trust company, or other financial institution without such consent

so long as notice of any such assignment is furnished promptly to the Board . Any such assignment will be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the Town against the contractor in the absence of such assignment

13. **OWNERSHIP AND CONFIDENTIALITY OF INFORMATION**

1. All information acquired by the contractor from the Town, or from others at the expense of the Town, in the performance of this agreement will be and remain the property of the Town. This includes all records, data files, computer records, worksheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the contractor in the performance of this agreement.
2. The contractor recognizes that, in the performance of this agreement, it may obtain or have access to confidential information, including information subject to restrictions on its disclosure pursuant to the Massachusetts General Laws Chapter 59 Section 52B, and agrees to comply with all laws and any regulations, rules and guidelines promulgated there under regarding access to, and disclosure of such information. The contractor further agrees that it will inform each of its employees having any involvement with confidential information of the laws, regulations, rules and guidelines relating to confidentiality and will, at the request of the Board, have each employee with access to such information sign a statement that they are aware of and will abide by all such laws, regulations, rules and guidelines.
3. The contractor agrees that it will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy nor reproduce the same in any form, except pursuant to the sole written instructions of the Board . The contractor further agrees to return said information to the Town promptly at its request in whatever form it is maintained by the contractor.
4. The contractor agrees to take all reasonable steps to ensure the confidentiality and security of this information its possession or under its control.
5. In the event of the contractor's failure to conform to the requirements set forth above, the Town may terminate this agreement upon thirty (30) days written notice, unless within such thirty (30) day period the failure to conform is cured.

14. **INDEMNIFICATION**

The contractor agrees to indemnify and hold the Town harmless against claims for bodily injury, death and property damage which arise in the course of the contractor's performance of this project with respect to which the Town is free from negligence on the part of itself, its employees and agents. The contractor will not be responsible for damages or injunctive relief made against the contractor by third parties arising from the non-negligent performance of this agreement.

15. **INSURANCE REQUIREMENTS**

The contractor will, at its own expense, maintain and keep in force all insurance required by law for its employees; including disability, workman's compensation, unemployment, and public liability insurance, at least as hereinafter set forth so as to protect it and the Town from claims for personal property injury and property damage for the entire pendency of the project.

1. Comprehensive General and Public Liability Insurance Policy with the limits of: Bodily Injury and Property Damage: One Million Dollars (\$1,000,000.00) per occurrence per claim; Personal Injury: One Million Dollars (\$1,000,000.00); and an Umbrella, including Automobile Insurance: Three Million Dollars (\$3,000,000.00) per occurrence per claim.
2. All the insurance will be issued by an insurer licensed and authorized to do business in Massachusetts. The contractor shall maintain insurance satisfactory to the Town covering any and all property damage or bodily harm which may be suffered by reason or negligence of the contractor, its employees or agents during the execution of the Project. The said Certificate of Insurance will be submitted to the Board within fourteen (14) days of the signing of the agreement.

16. **FORCE MAJEURE**

Neither party shall be liable to the other nor be deemed to be in breach under the agreement for any failure to perform, including without limitation a delay in rendering performance, due to causes beyond its reasonable control, such as an order, injunction, judgement, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortage or fluctuations in electric power, heat, light or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of the entire revaluation program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the contractor, will be deemed to render performance impossible, and the Town will thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination."

17. **TERMINATION**

- A. Subject to the provisions of the section entitled "Force Majeure," if either party fails to fulfill, in a timely and satisfactory manner, their obligations under this agreement, or violates any of the covenants, conditions or stipulations of this agreement, which failure or violation will continue for twenty-one (21) days after written notice of said failure or violation is received by the offending party, then the opposing party will thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.
- B. In the event of termination, all finished work and documentation, complete and incomplete, will, at the option of the Board be delivered to them. The contractor will be entitled to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination which is determined by the Board to be satisfactory.
- C. Notwithstanding the above, in the event of termination, neither party will be relieved of liability by virtue of its breach of this agreement.

18. **CONFLICT OF INTEREST**

- A. The contractor agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Massachusetts General Laws, Chapter 268A concerning conflict of interest. The contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this agreement.
- B. The contractor will not employ as a director, officer, employee, agent, contractor or subcontractor, directly or indirectly, any elected or appointed official of the Town or any member of the immediate family of such official for the duration of the Project.

19. **EFFECTIVENESS OF AGREEMENT**

The effective date of this agreement will be the date upon which the agreement is signed and executed by the contractor and the Town and is approved by the Commissioner of Revenue as to form and content in accordance with Massachusetts General Laws, Chapter 58 Section 1A and 830 Code of Massachusetts Regulations 58.04.