



## Nantucket Public Schools

### SOLICITATION OF WRITTEN RESPONSES REPLACEMENT OF EXTERIOR DOOR SET UNITS NANTUCKET HIGH SCHOOL RAMP DOOR 10 SURFSIDE ROAD, NANTUCKET

The Nantucket Public Schools, through its School Committee invites qualified written responders to submit written responses for the supply of all labor, material and equipment necessary to replace the exterior ramp doors at NHS to include electrical work for door key card reader and alarm system contact.

#### I. GENERAL INFORMATION AND WRITTEN RESPONSE SUBMISSION REQUIREMENTS.

- 1) Written responses can be obtained and will be accepted at the Nantucket Public Schools, Director of Facilities, 10 Surfside Road, Nantucket, MA 02554, until 10:00 AM, December 15, 2016 and be publicly opened forthwith for this Invitation for Written responses which is made in accordance M.G.L. c149. The original and one copy of the written response are required.
- 2) The Written response envelope must be sealed and clearly marked:
  - i. *Written response for exterior door replacement at NHS ramp door*
- 3) Award date. Award will be made within forty-five (45) days after written response opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All Written responses submitted shall be valid for a minimum period of forty-five (45) calendar days following the date established for acceptance.
- 4) If any changes are made to this SWR, an addendum will be issued. Addenda will be mailed, emailed or faxed to all written responder on record as having registered online for the SWR.
- 5) Questions concerning this SWR must be submitted in writing to: Diane A. O'Neil, Director of Facilities, 10 Surfside Road, Nantucket, MA 02554 before 10:00 AM, December 8, 2016. Questions may be delivered, mailed, emailed (oneild@nps.k12.ma.us) or faxed 508-325-5318. Written responses will be mailed, emailed or faxed to all written responder on record as having requested the SWR.
- 6) Written responses may be modified, corrected or withdrawn only by written correspondence received by the Nantucket Public Schools prior to the time and date set for the written response opening. Written response modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_" and must reference the original SWR.
- 7) After the Written response opening, a written responder may not change any provision of the written response in a manner prejudicial to the interests of the Nantucket Public Schools or fair competition. Minor informalities will be waived or the written responder will be allowed to correct them. If a mistake and the intended written response are clearly evident on the face of the written response document, the mistake will be corrected to reflect the intended written response, and the written responder will be notified in writing; the written responder may not withdraw the written response. A Written responder may withdraw a written response if a mistake is clearly evident on the face of the written response, but the intended correct written response is not similarly evident.
- 8) The Nantucket Public Schools reserves the right to reject any and all written responses and to waive any

informality in written responses received whenever such rejection or waiver is in its best interest.

- 9) The Nantucket Public Schools will not be responsible for any expenses incurred in preparing and submitting written responses. All Written responses shall become the property of the Nantucket Public Schools.
- 10) Responders must be willing to enter into the Nantucket Public Schools standard form of contract that will include the scope of services description of this SWR.
- 11) The Written response, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected written responder shall be expected to comply with all applicable state and federal laws in performance of service.
- 12) Written responses received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a written response not properly addressed and identified.
- 13) Any Written responses received after the advertised date and time for opening will be returned to the responder unopened.
- 14) Purchases by the Nantucket Public Schools are exempt from federal, state and municipal sales and/or excise taxes.
- 15) The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the written response. The Written response must be signed by the authorized individual(s).
- 16) Unexpected closures. If, at the time of the scheduled written response opening, School is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the written response opening will be postponed until 2:00 PM on the next normal business day. Written responses will be accepted until that date and time.
- 17) The Nantucket Public Schools is an Affirmative Action/Equal Opportunity Employer. The School encourages written responses from qualified MBE/DBE/WBE firms.
- 18) Written responders should be aware that many overnight mailing services do not guarantee service to Nantucket.
- 19) The winning written responder or Contractor must furnish a payment bond from a surety company if the bid is over \$25,000 in the amount of at least 50% of the contract price to guarantee payment to materials suppliers and/or subcontractors in the event the general contractor fails to pay the material suppliers and/or subcontractors.
- 20) Written responder must be DCAM Certified and provide an Update Statement if the Written response is over \$150,000.
- 21) Pursuant to Massachusetts General Laws, chapter 149, sections 26 and 27, the Division of Occupational Safety (formerly the Department of Labor and Industries) has determined the Prevailing Wage Rates for this work. The enclosed rates apply only to this work. The Prevailing Wage shall become part of the contract signed between the successful written responder and the awarding authority or the contract is

invalid. Prevailing Wages must be paid to all persons employed on the public works project, regardless of whether they are employed by the successful written responder or a subcontractor. The wage rates issued for each project shall be paid for the entire project. **PREVAILING WAGE** Pursuant to Massachusetts General Laws, chapter 149, sections 26 and 27, the Division of Occupational Safety (formerly the Department of Labor and Industries) has determined the Prevailing Wage Rates for this work. The enclosed rates apply only to this work. The Prevailing Wage shall become part of the contract signed between the successful written responder and the awarding authority or the contract is invalid. Prevailing Wages must be paid to all persons employed on the public works project, regardless of whether they are employed by the successful written responder or a subcontractor. The wage rates issued for each project shall be paid for the entire project.

22) Payroll records must be kept by the successful written responder for all persons employed on the project. A separate Statement of Compliance must be submitted to the Division of Occupational Safety by every employer, including all prime contractors and subcontractors, when its portion of the work is completed. The enclosed form entitled "Weekly Payroll Records Report and Statement of Compliance" clearly details these requirements. A certified payroll must be submitted to the Board of Selectmen office for each week work is performed for the School under this contract.

**23) Commencement of Work**

After the contract is awarded and executed, the successful written responder shall be expected to commence work on the base written response immediately and proceed in a timely and efficient manner until project completion and acceptance.

24) **Contractor must comply with:** Chapter 306 of the Acts of 2004 § 1. (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and **SECTION 2** (3) that all employees to be employed in the work subject to this Written response have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. (b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. **SECTION 5** This act shall take effect on July 1, 2006.

## II. SCOPE OF SERVICES.

Contractor shall supply all labor, material and equipment necessary to perform services in a workmanlike manner in accordance with all standard industry practices and properly dispose of all accumulated debris.

Remove & replace the Exterior Ramp door units at NHS with a like style doors. Doors must be Tubelite brand aluminum construction with Hartford green finish. Wide style design with a 6" top rail, a 9 ½" mid rail and an 8 ½" bottom rail.

Each frame must be constructed as two individual entrances joined together to provide a secure center post and removable (replaceable) thresholds.

Doors must include full mortise continuous gear hinges, must be ADA approved with 10" offset pulls. Doors must have rim panic exit devices and LCN 4111 closures with LCN 3049 cushioned hold arms. Doors glass must be 1" tempered insulated glass made one quarter Solarban 70 on the external light and clear glass on the interior light.

Contractor must remove and install all other existing devices to include the Genetec card reader and the alarm contact.

*Other conditions* – It is the responsibility of the contractor to purchase and obtain all historical commission approvals and Town permits. The school will provide a fee waiver for all permits.

Pipe staging with trash shoots, stairways and material lifts will be supplied by the contractor.

All materials shall be properly disposed of and site must be left in a clean condition.

## NO PLANS ARE AVAILABLE FOR THIS WORK.

**It is highly recommended that written responders make an appointment to view the site.**

Please contact Diane O'Neil 508-228-7280 ext. 1156

This work must be completed by May 30, 2017.

## WORK SCHEDULE

No work on this project shall occur between the hours of 7:00 PM and 7:30 AM.

## III. QUALITY REQUIREMENT.

Written responders must comply with all of the written response submission requirements listed in Section I.

It is mandatory that the Contractor be able to meet the following requirements:

1. Have been regularly and actively engaged in the building contracting business, operating under the same business name and business organization structure; and performing the type of work described above under "SCOPE OF WORK" for a minimum of five (5) years.
2. The Winning Written responder must furnish a payment bond in the amount of at least 50% of the contract price within 10 days of the written response award if the contract is more than \$25,000.
3. The winning Written responder must be DCAM Certified and must provide an update statement if the Written response is over 100,000.
4. Written responder must carry the required amount of insurance as shown by the insurance requirement enclosed herewith. Certification of insurance shall be provided to the Nantucket Public Schools prior to

commencement of work and not later than fifteen (15) calendar days from notice of contract award. Insurance shall remain in force during the full term of the contractual agreement and/or until work is completed and accepted by the Nantucket Public Schools, whichever is later.

Must provide a copy of current Certificate of Insurance in the written response.

- 5) The contractor must certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

#### **WRITTEN RESPONSE SUBMISSION REQUIREMENTS.**

- 1) The Tax Compliance Certification must be included with the written response.
- 2) The Written response must be signed by the authorized individual(s).
- 3) A Certificate of Non Collusion must be signed and submitted with the written response.
- 4) A Current Commercial General Liability Insurance policy with a combined single limit of not less than \$1 Million.
- 5) Written response Form.
- 6) Reference List.
- 7) OSHA 10 cards for all employees working on this project within 10 days of the written response award.
- 8) Written responder must be DCAM Certified and provide an Update Statement if the Written response is over \$100,000

**CORI Check** - The School Department requires the selected firm's employees to perform CORI checks on all employees to be performing work on School property. The CORI checks on employees used in performance of this contract must be free of any negative reports/records with the Commonwealth. CORI checks must also be required in the written response specifications of all contractors and subcontracts to perform work on school property. The successful written responder will be required to submit within ten (10) days of the award with a copy of a current photo ID, a positive CORI certificate for each employee or sub-contractor that will be working on site under this contract.

**Housing** - The Nantucket Public Schools rents a three bedroom house specifically for contractor use. If the house is available for the time frame requested and with proper planning and notification; lodging for six can be available with NPS housing at no cost to the contractor.

#### **IV. REFERENCES.**

1. Written responders must provide a list of five customers for whom it provided similar work in the past three years. Reference information must include Company/Government Name, Contact Person, Current Phone Number, Fax Number and date of work done.

Poor references may be a basis for determining that a written responder is not responsible. Reference questions will include but may not be limited to product quality, performance, and durability; timely delivery, customer service and general customer satisfaction.

#### **V. RULE FOR AWARD.**

The contract will be awarded to the responsive and responsible written responder offering the lowest Total

maximum price for labor and materials combined.

**VI. BASIS OF COMPENSATION.**

Fixed price contract

**Commencement of Work**

After the contract is awarded and executed, the successful written responder shall be expected to commence work on the base written response and proceed in a timely and efficient manner until project completion and acceptance.

**SOLICITATION OF WRITTEN RESPONSES  
REPLACEMENT OF EXTERIOR DOOR SET UNITS  
NANTUCKET HIGH SCHOOL RAMP DOOR  
10 SURFSIDE ROAD, NANTUCKET**

The undersigned proposes to in the Nantucket Public Schools the contract price specified below for the specifications contained herein.

\_\_\_\_\_  
Written response amount in words

\$ \_\_\_\_\_  
Written response amount in numbers

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

Date \_\_\_\_\_

FEIN: \_\_\_\_\_

\_\_\_\_\_  
(Name of General Written responder)

By \_\_\_\_\_  
(Name of Person Signing written response and Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

**NOTE:** *If the Written responder is a corporation, indicate state of incorporation under signature and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address.*

Acknowledgement of Addenda

# \_\_\_\_\_

Written responder's signature

\_\_\_\_\_

## CERTIFICATE OF NON-COLLUSION

The undersigned further certifies under the penalties of perjury that this written response is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

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Signature of person signing Written response or proposal

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Please Print Name

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Name of Business

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Federal Employer ID Number

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
President's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Print Name



# Nantucket Public Schools Nantucket, Massachusetts



## AGREEMENT BETWEEN NANTUCKET PUBLIC SCHOOLS, NANTUCKET, MASSACHUSETTS AND

THIS AGREEMENT made effective \_\_\_\_\_, 2016, by and between Nantucket Public Schools, acting by and through its duly-elected School Committee, with offices at 10 Surfside Road, Nantucket, Massachusetts 02554 (hereinafter called the "SCHOOLS"), and XXX whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

### RECITALS:

WHEREAS, the SCHOOLS desire to retain the CONTRACTOR to provide certain services for the SCHOOLS, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The SCHOOLS hereby engage the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the SCHOOLS, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the SCHOOLS, on the one hand, and the CONTRACTOR, on the other, and the SCHOOLS shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

### ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the SCHOOLS and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the SCHOOLS. The SCHOOLS shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the

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School Committee Contract

SCHOOLS in writing.

- 2.4 The CONTRACTOR represents and warrants to the SCHOOLS that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 2.5 The CONTRACTOR represents and warrants to the SCHOOLS that it is not a party to any agreement contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the SCHOOLS upon the receipt and production of such items by the CONTRACTOR. The SCHOOLS acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the SCHOOLS in connection with any other project shall be at the SCHOOLS' sole risk, unless otherwise agreed to by the CONTRACTOR in writing.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the SCHOOLS shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.
- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the SCHOOLS.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the SCHOOLS's performance, or failure to perform, any of the SCHOOLS' administrative duties under this Agreement, including, but not limited to, the SCHOOLS' review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the SCHOOLS' reasonable satisfaction.

- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the SCHOOLS shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the SCHOOLS' reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional SCHOOL funds, the SCHOOLS may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

#### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the SCHOOLS at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the SCHOOLS.
- 4.3 The SCHOOLS will pay the CONTRACTOR upon review and approval of such invoices by the SCHOOLS or its designee.
- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on Exhibit B, the SCHOOLS will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the SCHOOLS.
- 4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the SCHOOLS.

#### **ARTICLE 5 - TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the SCHOOLS or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The SCHOOLS shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.

5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:

- (a) unless the SCHOOLS terminate for cause under paragraph 5.1, in which event the SCHOOLS shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the SCHOOLS shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the SCHOOLS), all as determined by the SCHOOLS in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and
- (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

#### **ARTICLE 6 - INSURANCE AND INDEMNIFICATION**

6.1 The CONTRACTOR agrees to indemnify and save the SCHOOLS harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the SCHOOLS for any and all costs, damages and expenses, including reasonable attorney's fees, which the SCHOOLS pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the SCHOOLS with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.

6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the SCHOOLS, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.

- (e) Such additional insurance as the SCHOOLS may reasonably require, as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the SCHOOLS twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the SCHOOLS. The SCHOOLS will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the SCHOOLS upon the execution of this Agreement and at such times thereafter as the SCHOOLS may reasonably request.

#### **ARTICLE 7 - GENERAL PROVISIONS**

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the SCHOOLS upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the SCHOOLS.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the SCHOOLS relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the SCHOOLS specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments), and Exhibit C (Tax Compliance Certificate), and any additional exhibits referred to therein, constitute the entire agreement of SCHOOLS and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by SCHOOLS and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in Exhibit A or Exhibit B, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
  - A. Applicable federal, state and local laws, rules and regulations.
  - B. Amendments to this Agreement, if any.
  - C. Exhibits A and B.
  - D. This Agreement.
  - E. Any other attachments to this Agreement.

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To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved

**School Committee Contract**

in a manner that results in the highest quantity and best quality of goods and services to the SCHOOLS.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the SCHOOLS are located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.
- 7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

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

CONTRACTOR: \_\_\_\_\_  
:

For Nantucket Public Schools:

\_\_\_\_\_  
(signature)  
President

\_\_\_\_\_  
W. Michael Cozort  
Superintendent of Schools

Funding Org/Obj: \_\_\_\_\_

FEIN: \_\_\_\_\_

Approved as to Funds Available:

\_\_\_\_\_  
Martin Anguelov,  
School Committee Finance Director

## CONTRACT EXHIBIT A

### CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:**
2. **State of Incorporation:**
3. **Principal Office Address:**
4. **Description of Services:**
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
6. **Term of Agreement (§3.1):**
7. **Completion Date (§3.2):** May 30, 2017
8. **Additional Insurance Coverage (§6.2(e)):**

AGREEMENT EXHIBIT B

PAYMENTS

1. Lump Sum Method

a. **Maximum Project Amount:** \_\_\_\_\_

b. **Payment Increments:** CONTRACTOR shall submit monthly invoices for approval and processing by the SCHOOLS.

c. **Reimbursable Expenses (if any):** None.

*TAX COMPLIANCE CERTIFICATION*  
**EXHIBIT C**

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By: \_\_\_\_\_  
(Officer of Contractor)

\_\_\_\_\_ / \_\_\_\_\_  
(DATE) (FEIN)