



KEVIN SHEA  
EXECUTIVE DIRECTOR

# CITY OF TAUNTON

## OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT

45 SCHOOL STREET TAUNTON, MA 02780  
Tel: 508-821-1030 Fax: 508-821-1091

RICHARD SHAFER  
ECONOMIC DEVELOPMENT  
DIRECTOR

MICHAEL MATTOS  
COMMUNITY DEVELOPMENT  
DIRECTOR

### **Contractors Requirements:**

The *CONTRACTOR* shall furnish the City with a copy of a Liability Insurance Policy with limits of \$100,000/\$300,000 and a copy of property damage insurance policy with the limits of \$50,000/\$100,000 to protect the *OWNER*, and any subcontractor against claims for injury or damage which may occur or result from work performed pursuant to this Agreement. The *OWNER* and the City of Taunton shall be named in the policy as an insured party.

The *CONTRACTOR* shall furnish the *OWNER and OECD* with a certificate of Worker's Compensation for his employees and those of his subcontractors. When only subcontractors are used, the *CONTRACTOR* shall furnish evidence that he filed a Worker's Compensation Waiver.

The *CONTRACTOR* shall not, without the written consent of the *OWNER*, assign all or any part of this *AGREEMENT* or any monies due or to become due to him hereunder. Any request for such consent shall be addressed to the *OWNER* at the *OECD*. Subcontractors shall be fully bound by the terms and conditions of this *AGREEMENT* insofar as they apply to their work, provided, however, that no subcontractor shall relieve the *CONTRACTOR* from full responsibility by any agreement which the *CONTRACTOR* may make with others.

The *CONTRACTOR* agrees that all work performed hereunder shall be performed in a good and workmanlike manner, that materials used shall be new, in good condition, and of the best quality called for by the *WORK WRITE UP*, and shall be subject to no lease, conditional sales contract, security interest, or other encumbrances and that all amounts which may become due for labor, materials or equipment shall be promptly paid when due. The *CONTRACTOR* shall be responsible for checking and verifying all measurements, and shall submit any required drawings, with promptness so as to cause no delay in his own work or in that of any other *CONTRACTOR*. If delays do occur other than weather or from delays of material, liquidated damages can be assessed for a sum of One Hundred Dollars (\$100.00) per day for the amount of days as over the contract completion date.

The *CONTRACTOR* acknowledges that these projects are being conducted under the terms and agreements stated in the *OWNER / CONTRACTOR* agreement. Further that strict time constraints may be in effect and completion of the work scope in those time frames is strictly enforced.

Ten percent (10%) retainage will be withheld from each progress payment. Retainage withheld from progress payments will be included in the *CONTRACTOR'S* final payment. *OECD* must be in receipt of all pertinent project information including the *CONTRACTORS* Release of Liens, warranties and other items, prior to the Release of Final Payment. Progress payments are typically made in a time frame of 45 days from the time of approved submission.

*The CITY reserves the right to make payment to the CONTRACTOR in the event that the OWNER is, in the opinion of the City, unreasonably withholding payment from the CONTRACTOR.*