

TOWN OF HINGHAM



AGREEMENT

[270 Central St. Dwelling Renovation Project]

This Agreement (hereafter “Agreement”) is made this ____ day of January, 2023 by and between the Town of Hingham, Massachusetts, acting by and through the Town of Hingham Affordable Housing Trust, a municipal trust established under M.G.L. c. 44, § 55C and Town of Hingham General Bylaws Article 39, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, of 210 Central Street, Hingham, MA 02043 (“Town”) and **Zander Corporation**, a Massachusetts Corporation, of 8 Elk Run Drive, Middleboro, MA 02346 (“Contractor”).

Whereas, the Hingham Affordable Housing Trust has the authority to enter into contracts under the provisions of M.G.L. c. 44, § 55C to carry out its purposes; and

Whereas, the Town issued an invitation for bids (“IFB”) for the **270 Central St. Dwelling Renovation Project** pursuant to M.G.L. c. 149 and c. 30 as applicable; and

Whereas, the Contractor submitted a Bid in response to said IFB and the Town has accepted said Bid and selected the Contractor to provide the Town with the requested labor, work and materials;

Now, therefore, for good and valuable consideration the parties hereby agree as follows.

Labor, Work and Materials

The Contractor agrees to provide the requested **270 Central St. Dwelling Renovation Project** labor, work and materials to the Town as described in the IFB attached hereto and incorporated herein as “Exhibit A” and as described in the Contractor’s Bid provided in response to said IFB attached hereto and incorporated herein as “Exhibit B” as and when requested by the Town.

In addition to any express manufacturer warranty associated with any materials provided hereunder, all materials provided hereunder are subject to the implied warranty of merchantability and the implied warranty for a particular purpose. The Contractor shall be responsible for the transportation and delivery of all materials and the costs associated therewith.

All labor and work provided by the Contractor hereunder shall be performed with the degree of care and skill consistent with the standards applicable to persons performing said labor and work under similar conditions and circumstances in the same or nearby locality.

All materials delivered to the Town shall become property of the Town and all documents of any kind delivered to the Town as part of work provided hereunder shall become property of the Town and shall be subject to the public records law to the extent applicable.

Payment

The Town shall compensate the Contractor for said labor, work and materials in accordance with the Contractor's Bid attached hereto and incorporated herein as "Exhibit B" for a total amount not to exceed **\$223,000.00**. The Contractor shall invoice the Town on a monthly basis for said labor, work and materials. The Contractor shall perform and deliver all labor, work and materials hereunder as an independent contractor and payment for such labor, work and materials shall be made without deductions. The Contractor shall be responsible for all withholding taxes, other taxes, contributions to social security and any other deductions which may be required by state or federal law with respect to the labor, work and materials provided hereunder.

Nothing in this Agreement shall create any benefit, right or contractual relationship with any third party including any subcontractors of the Contractor. The Contractor shall be solely liable for all payments to all third parties or subcontractors and shall fully indemnify and hold harmless the Town from any and all claims made against the Town by Contractor's third parties or subcontractors.

The Town's liability for payments hereunder are subject to the appropriation of sufficient funds.

The acceptance of final payment by the Contractor hereunder shall constitute a waiver of any and all claims against the Town by the Contractor arising under this Agreement.

Term

The term of this Agreement shall commence upon the date of this Agreement and shall continue until the completion of providing labor, work and materials hereunder which shall be no later than **6 months from Authorization to Proceed** or until the earlier termination of this Agreement as provided herein.

The Town may terminate this Agreement at any time for convenience and without cause upon thirty (30) days prior written notice to the other party.

In the case of any default on the part of the Contractor with respect to any of the terms of this Agreement, the Town shall give written notice thereof, and if said default is not cured within such time as the Town shall specify in writing, the Town shall have the right to terminate this Agreement for cause.

Upon the expiration and/or termination of this Agreement the Contractor shall cease any further providing of labor, work and materials hereunder and shall submit a final invoice for supplies delivered and/or work performed as of said expiration and/or termination date to the Town for payment. All express and implied warranties and all indemnification provisions shall survive the termination and/or expiration of this Agreement.

The parties may extend the term of this Agreement by mutual agreement.

Insurance/Indemnity

During the term of this Agreement the Contractor shall, at its expense, obtain and maintain Worker's Compensation Insurance, Motor Vehicle Insurance, General Liability Insurance and Professional Liability/Errors and Omissions Insurance (for professional services contracts only) in amounts acceptable to the Town. The Contractor shall provide the Town with a certificate(s) of said insurance naming the Town as an additional insured.

Contractor shall indemnify and hold harmless the Town from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the providing of labor, work and materials under this Agreement, when such claims, damages, losses, and expenses are caused, in whole or in part, by the wrongful or negligent acts or omissions of Contractor or its employees, officers, agents, subcontractors or representatives.

Notices

All notices shall be delivered by hand or sent by registered or certified mail, postage prepaid or by so-called "express" mail (such as Federal Express or U.S. Postal Service Express Mail) to the following addresses:

Town:

Town of Hingham
Thomas Mayo, Town Administrator
210 Central Street
Hingham, MA 02043

Contractor:

Address listed above

Assignment

The Contractor shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Town.

Waiver/Alteration/Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by both parties.

Certification as to Non-Collusion

The Contractor certifies under penalties of perjury that the above referenced Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Certification as to Payment of State Taxes

The Contractor certifies, pursuant to M.G.L. c. 62C, § 49A, that under the penalties of perjury that the Contractor has complied, is complying, and will comply during the terms of this Agreement with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Certification as to Conflict of Interest Laws

The Contractor certifies that the execution of this Agreement and the providing of labor, work and materials hereunder by the Contractor and any third party or subcontractor is and shall be in full compliance with the applicable conflict of interest laws including M.G.L. c. 268A and that there are no existing conflicts of interest which would prohibit the Contractor from providing labor, work and materials hereunder.

Compliance with Laws

The Contractor shall comply with all federal, state and local laws, regulations, bylaws and rules applicable to this Agreement and shall obtain all necessary licenses, permits and approvals applicable to this Agreement.

All of the applicable provisions of M.G.L. c. 149 and/or c. 30 are incorporated herein by reference including the payment of prevailing wages to the extent applicable.

Certifications

The Contractor certifies that it is qualified to provide the labor, work and materials hereunder and that the person executing this Agreement on behalf of the Contractor is duly authorized to execute this Agreement.

Disbarment

The Contractor certifies that the said Contractor is not presently debarred, suspended or otherwise prohibited from doing public construction work in the Commonwealth of Massachusetts. Contractor shall immediately notify Town if at any time during the term of this Agreement it becomes debarred, suspended or otherwise prohibited from doing work in the Commonwealth of Massachusetts.

Exhibits/Headings

To the extent any conflict arises between the main body of this Agreement and any of the exhibits attached hereto, the main body of this Agreement shall control. The headings contained in this Agreement and in any of the exhibits hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall constitute one and the same Agreement. In addition, this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include electronically scanned and transmitted versions (e.g., via pdf) of an original signature delivered electronically as if the original had been received.

Governing Law

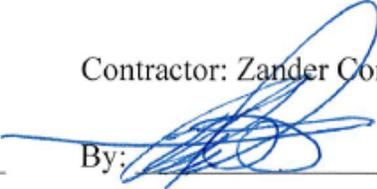
This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and sets forth the entire Agreement between the parties and is binding upon and enures to the benefit of the parties hereto and their respective successors and/or assigns and all parties hereby submit to the jurisdiction and venue of the courts of the Commonwealth of Massachusetts located in Plymouth or Suffolk County for all purposes with respect to enforcement of this Agreement and all parties waive any objection to such jurisdiction and venue. If any court of competent jurisdiction holds any portion of this Agreement to be illegal, invalid, or unenforceable, the Town and Contractor agree that any such order shall not affect any other remaining term, clause, phrase, paragraph, section, or provision and all shall remain in full force and effect.

In witness whereof, the Town and the Contractor have caused this Agreement to be executed as a sealed instrument this _____ day of January, 2023.

Town of Hingham Affordable Housing Trust:

Contractor: Zander Corporation

By: _____

By:  _____

Name: _____

Name: EDWARD JANIBONI

Title: _____

Title: PRESIDENT

The undersigned hereby certifies that the Town followed the applicable procurement laws and that the supplies and/or services procured under this Agreement are for the benefit of the Town.



Name: Kathleen K. Reilly

Title: Procurement and Contracts Manager

The undersigned certifies that an appropriation and/or funds are available for the amount of this Agreement.

Department Head: _____

Name: Jennifer Oram

Title: Director, Land Use and Development Office

Exhibit A – IFB (see separate documents)

Exhibit B – Bidder Response

Exhibit C – Prevailing Wage Sheets (separate document)

Exhibit A
IFB
(Separate Attachment)

Exhibit B
Bidder Response

FORM FOR GENERAL BID

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for Renovation of 270 Central Street for the Hingham Affordable Housing Trust in Hingham, MA in accordance with the accompanying plans and specifications prepared by Strelakovsky Architecture Inc for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered ,1

C. The proposed contract price is two hundred twenty-three thousand dollar \$223,000.00

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the general contractor, being all work other than that covered by Item 2.
\$193,000.00

Item 2. Sub-bids as follows:

Sub-Trade	Name of Filed Sub-bidder	Sub-bid Amount	Bond Required
22.00.00	Glionna Plumbing & Heating Services, Incorporated	30,000.00	No

Total of Item 2.\$30,000.00

The undersigned agrees that each of the above-named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if selected as general contractor, they will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

- E. The undersigned agrees that if selected as general contractor, they will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that they are 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 they will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the 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 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.

It being understood that the awarding authority will be the sole judge as to acceptance of bids and award of the Contract.

December 16, 2022
DATE

Zander Corporation
NAME OF BIDDER

By:


SIGNATURE

Edward Zaniboni President
NAME AND TITLE OF PERSON SIGNING BID

8 Elk Run Drive
Middleboro, MA 02346

BUSINESS ADDRESS / CITY, STATE, ZIP CODE

zandercorp@comcast.net
EMAIL ADDRESS OF PERSON SIGNING BID

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we ZANDER CORPORATION 8 Elk Run Drive Middleborough, MA 02346

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Philadelphia Indemnity Insurance Company Bala Cynwyd, PA 19004 a corporation duly organized under the laws of the State of PA as Surety, hereinafter called the Surety, are held and firmly bound unto Hingham Affordable Housing Trust 210 Central Street Hingham, MA 02043

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of 5.00% Attached Bid For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Renovation of 270 Central Street

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of December, 2022

Carole J. Zamboni (Witness)

ZANDER CORPORATION (Principal) (Seal) Edward Zaniboni President

Eileen Cullen (Witness)

Philadelphia Indemnity Insurance Company (Surety) (Seal) Mark D. Leskanic, ATTORNEY-IN-FACT



PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Mark D. Leskane; Bette A. Botticello; Greg Angel; Matthew Leskane OF THE TOWN OF NATICK, STATE OF MASSACHUSETTS its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

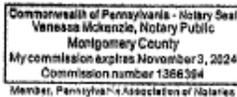
(Seal)



John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Vanessa McKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of December, 2022



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
 One Ashburton Place
 Boston, Massachusetts 02108

Tel: (857) 204-1305
 Fax: (617) 727-8284

CHARLES D. BAKER
 GOVERNOR

Email: Certification.DCMM@mass.gov

MICHAEL J. HEFFERNAN
 SECRETARY
 ADMINISTRATION & FINANCE
 CAROL W. GLADSTONE
 COMMISSIONER

KARYN E. POLITO
 LIEUTENANT GOVERNOR

Prime
 Certificate of Contractor Eligibility
 CONTRACTOR IDENTIFICATION NUMBER: 1254

This Certificate Shall be Used for Submitting Prime Bids Only

1. **CERTIFICATION PERIOD:** This Certificate is valid from December 10, 2022 to December 9, 2023*
2. **CONTRACTOR'S NAME:** Zander Corporation
3. **CONTRACTOR'S ADDRESS:** 8 Elk Run Drive
 Middleborough, MA 02346
4. **WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following Categories of Work:

General Building Construction

5. EVALUATIONS:	Number of Projects Evaluated:	13
	Average Project Evaluation Rating:	94
	Number of Projects Below Passing:	0
6. PROJECT LIMITS:	Single Project Limit (SPL):	\$772,000
	Aggregate Work Limit (AWL):	\$3,522,000
	General Building Construction Limit:	\$772,000

7. **SUPPLIER DIVERSITY OFFICE CERTIFICATION:** N/A

Carol W. Gladstone, Commissioner

11/25/2022

Approval Date

* **NOTICE TO CONTRACTORS:** *If this contractor becomes uncertified for any reason this Certificate will immediately become void. Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above.*

Reviewer's Initials: RB



**PRIME/GENERAL UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)**

TO ALL BIDDERS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED PRIME/GENERAL CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME/GENERAL BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME/GENERAL BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime/General Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability and integrity necessary to perform the work on the project, it must reject the bid.

BIDDER'S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime/General Contractor Update Statement on behalf of the bidder named below, that I have read this Prime/General Contractor Update Statement, and that all of the information provided by the bidder in this Prime/General Contractor Update Statement is true, accurate, and complete as of the bid date.

12/16/22	Zander Corporation
Bid Date	Print Name of Prime/General Contractor
Renovation Of 270 Central Street	8 Elk Run Drive Middleboro, MA 02346
Project Number (or name if no number)	Business Address
Hingham Affordable Housing Trust	508-947-6775
Awarding Authority	Telephone Number

SIGNATURE⇒


Edward Zaniboni President
Bidder's Authorized Representative

Exhibit C
Prevailing Wage Sheets
(Separate Attachment)