CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made this 17th day of October 2018, by and between the City of Quincy, hereinafter called the “City” and DiGiorgio Associates, Inc. doing business as ______________________ (entity type) located at 529 Main Street, Boston, MA 02129 hereinafter called the “Consultant”.

WITNESSETH, that the City and the Consultant, for consideration hereinafter stated, agree as follows:

ARTICLE 1 – THE CONTRACT SUM
The City shall pay the Consultant in current funds for the performance of the work the contract sum not to exceed $35,000.00 ______________________ according to the payment terms detailed in the City’s Request for Proposals attached hereto and incorporated by reference herein.

ARTICLE 2 – SCOPE OF WORK
The Consultant shall perform all the work specified in the City’s Request for Qualifications relative to the rehabilitation of the Manet Community Health Center and in the Consultant’s proposal dated Sept. 20, 2018 __________, each of which are attached hereto and by this reference incorporated herein.

ARTICLE 3 – TIME OF PERFORMANCE
The Consultant shall commence work under this CONTRACT upon formal acceptance of the contract by the City. All services shall be performed within six weeks of the formal acceptance of this contract.

ARTICLE 4 – CONTRACT AMENDMENTS
All amendments, change orders or any changes to the provisions specified in this contract can only occur when mutually agreed upon by the City and the Consultant. Further, such amendments, change orders or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders and changes shall be approved by the Chief Financial Officer prior to execution by the awarding authority. No amendment, change order or change to the contract provisions shall be made until after the written execution of the amendment, change order or change to the contract by both parties. All amendments, change orders and changes to the contract shall be in accordance with M.G.L. Chapter 30B, Section 13, M.G.L. Chapter 7C, § 44-58, and all other Massachusetts Laws and City Ordinances.

ARTICLE 5 – INSURANCE REQUIREMENTS
The Consultant hereby agrees to indemnify and save harmless, the City, its officers, agents and employees, from and against any and all claims arising out of the negligent acts, errors or omissions, property damage, and bodily injury of the Consultant.

The consultant will, at its own expense, maintain and keep in force all insurance required by law for its employees; including Disability, Worker’s Compensation, Unemployment, and public liability insurance, at least as herein after set forth so as to protect it and the municipality from claims for personal injury and property damage for the duration of the project.

A comprehensive general liability insurance policy with the following limits of coverage: Bodily Injury, One Million Dollars ($1,000,000.00) each occurrence, Property Damage, Five Hundred Thousand Dollars ($500,000.00) each occurrence and One Million Dollars ($1,000,000.00) aggregate of all claims per occurrence.

Contract #: 19-103
P.O. #: 19002638
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Purchasing Dept. Copy