

**BELMONT**



**MASSACHUSETTS 02478**

**Invitation for Competitive Bids  
Survey and Design Services  
Pequossette Playground, Belmont, Ma.**

The Town of Belmont Massachusetts invites bids for Survey and Design Services for the renovation of the Playground area of the Pequossette Playground. Documents are available starting at 2:00 pm on Friday, June 24<sup>th</sup> 2016. Bids will be received until 2:00 pm, Friday July 15<sup>th</sup> 2016, by mail or delivered to the Town of Belmont Massachusetts. Bid response to be addressed to Mr. Jay Marcotte, Director of Public Works, Department of Public Works Administration Office, Homer Building 1<sup>st</sup> Floor, 19 Moore Street, Belmont, MA 02478, with the designation "BID PQ Playground", Survey and Design Services" on the envelope. For questions, information, or bid documents contact Jay Marcotte, Director of Public Works, 617-993-2680, [jmarcotte@belmont-ma.gov](mailto:jmarcotte@belmont-ma.gov) Documents are available at above location and electronic copies will be available upon request. There is no plan deposit or charge. The Town of Belmont reserves the right to reject any and all bids.

**The Town of Belmont (the Town) Public Works Department – Invitation for Bid - Survey and Design Services for the Pequotsette Playground Project, Phase 1**

Friends of PQ Park received final approval of CPA funds at Town Meeting in May 2016 for survey and design services for the renovation of the Pequotsette (PQ) Playground Area. The Town, through the CPA Committee and by Town Meeting approval, has allocated a fee not to exceed \$25,000 for these services.

Questions concerning this Invitation for Bid should be directed to the following:

Jay Marcotte, Director  
Department of Public Works  
Homer Municipal Building  
19 Moore Street, 1st Floor  
Belmont, MA 02478  
(617) 993-2680  
[jmarcotte@belmont-ma.gov](mailto:jmarcotte@belmont-ma.gov)

The Town is requesting bid from qualified Landscape Architecture firms for professional services to complete the services as described below:

**Background:**

The *Pequotsette Playground (PQ) area* is contained within the larger PQ Playground and comprises approximately 1 acre of the 7.5 acre PQ Playground (See Figures 1 & 2). PQ Playground is located between Trapelo Road and Maple Street in Belmont, Massachusetts.

The *PQ Playground area* is located on the south edge of the park (See Figure 3). The PQ playground has a 4-court tennis battery, one (1) natural grass little league baseball field and four (4) natural grass fields used for soccer and lacrosse to the north of the playground footprint identified by this Bid Invitation. The *PQ Playground area* currently contains one (1) basketball court (recently paved, and intended to remain as-is), a paved bike loop, a tot lot, a small play structure, and an open space on the west edge where an additional recreational facility could be placed. Wellington Brook runs underneath the playground (See Figure 4 for its general location and tributary area). Occasionally, after heavy rainfall, standing water occurs in the playground.

**General Scope of Project:**

The Town is seeking bid proposals from qualified Landscape Architecture firms with significant experience in park programming and the design of courts, playgrounds and other recreational facilities, passive areas, as well as experience in storm water management.

The selected firm will assist the Town by completing a professional survey of “existing conditions” at the *PQ Playground area* for use as a base map for design; analyzing the site’s existing conditions and developing a design that best organizes the play structures and other recreational areas, including the paved bike path area and the underutilized west portion of the *PQ Playground area*, in the most cost-effective manner for layout, safety and flood prevention in the *PQ Playground area*. The general scope of the project involves the demolition of the existing site elements, the landscape and site design for the new playground and ancillary site features, drainage and stormwater management design, all ancillary engineering necessary for the playground, public presentations and reviews for all design work, and the construction period services necessary to bid construction, review and award bid and project completion.

**Design Team Experience Requirements:**

In order to receive consideration for the project, the firm(s) must demonstrate the following:

- At least one member of the proposed design team shall be a Massachusetts Registered Landscape Architect in good standing.
- At least one member of the proposed design team shall be a Massachusetts Registered Civil Engineer in good standing.
- At least one member shall have demonstrated experience in working on storm water management for similar playground projects in Massachusetts.
- All members of the proposed design team shall have demonstrated experience in working together on similar projects as a team.
- Members of the proposed design team shall have experience in the planning and design of public playgrounds, flood management, and ancillary park facilities.
- Success in construction bids within estimate.

The proposed design team shall have:

- 3 municipal references (with pertinent contact information) with similar scope of services.
- Experience with at least 5 (five) successful park designs of similar scope and size.
- Experience designing at least 5 (five) playground structures.
- A comprehensive understanding of storm water management.
- A comprehensive understanding of the Massachusetts Community Preservation Act (CPA) process.
- Experience in the successful presentation of design plans to the public.

Active involvement by the assigned Landscape Architect or Civil Engineer in planning, design, bidding, and construction observation of playground structures, sports courts and other park facilities is deemed to be critically important to the ultimate success of the Project.

**Scope of Services:**

The following Scope of Services are specific requirements of this project:

*A. Existing Conditions Survey Phase*

1. General Instructions:

a. Accuracy Standards

- i. All boundary survey measurements shall be taken with sufficient accuracy to assure full acceptability of the final survey drawing to the Registry of Deeds, in accordance with the highest professional standards. The final survey shall meet all ALTA requirements.
- ii. Topographic data shall be taken with sufficient accuracy such that topographic data on the final survey drawing may be measured to a maximum error of 6".
- iii. Building measurements shall be taken to the nearest 1/4 inch.

b. Description of Property to be Surveyed

- i. See attached plan in Figure 3, which indicates site location and extent of areas to be surveyed.
- c. Access to Site
- i. The Surveyor will be responsible for arranging rights of entry to all lands on which work will be required.
- d. Drawing Requirements
- i. Drawings required of the Surveyor:
    - 1. A final Existing Conditions Survey plan is required for the *PQ Playground area*, which will be prepared by computer utilizing AutoCAD 2007 or more recent format. Products shall include the drawing files on disk and plotted drawings as indicated below. See attached Standard AutoCAD Layer Format for required layer naming and descriptions.
    - 2. Belmont requires all data to be provided within an ESRI version 10 file geodatabase.
    - 3. The Existing Conditions Survey drawing shall be plotted at a scale of 1" = 10' (or other appropriate scale as determined by the Town) on drafting film. Sheet size to be determined in coordination with the Town & Friends of PQ Park. Verify sheet size with Friends of PQ Park and locate titles and other graphic items as directed.
    - 4. Show North arrow (both magnetic and solar, indicating compass deviation), locate North approximately at top of sheet, and include graphic scale on survey drawing.
    - 5. Include legend of symbols and abbreviations used on the drawing, located near left hand margin.
    - 6. In addition to one-foot topographic contours, show spot elevations of pavements, rims and inverts of all utility structures (including culverts), sill height for any structures on site including building floors, benchmarks, stairs (top and bottom at each stoop), and other fixed artifacts shall be to be the nearest hundredth foot (0.01').
    - 7. Show all existing site features (natural and man-made) and all accessories (such as site fencing, play equipment, irrigation pumps, benches, bicycle racks, free standing signs, storage containers, etc.) shall be shown accurately and noted on the plan.
    - 8. State elevation datum on each drawing. On the Existing Conditions Survey drawing, locate and clearly identify two permanent and easily identified Benchmarks (with elevations to the nearest thousandth foot (0.01'), on either side of the site so as to be readily usable during future work. (Belmont uses the Boston City Base Datum)
    - 9. Provide all drawings in acceptable AutoCAD (.dwg) format. Provide one hard-copy original and 10 copies of the final survey drawing to

the Town & Friends of PQ Park. The Surveyor will retain such copies as it may require for its purposes at its own expense. The Registered Land Surveyor shall sign and seal the final Existing Conditions Survey drawing and shall certify that to the best of the Surveyor's knowledge information and belief that all information thereon is true and accurately shown. The certification shall be in a form acceptable to both the Registry of Deeds and the Town of Belmont.

10. It is required by the Town of Belmont that all site plans will be submitted on the Massachusetts Coordinate System. The Massachusetts Geodetic Control Points shall be researched, recovered in the field, surveyed, and calculated. The data should utilize spatial coordinates from the Projected Coordinate System: NAD\_1983\_StatePlane\_Massachusetts\_Mainland\_FIPS. It is required that any CAD drawings and ESRI geodatabases accurately specify xy data, utilizing the same Projected Coordinate System, NAD\_1983\_StatePlane\_Massachusetts\_Mainland\_FIPS."

2. Land (Boundary) Survey Requirements:

- a. Show boundary lines (where included in the scope area), giving length and bearing (including reference or basis) on each straight line, interior angles, radius, point of tangency and length of curved lines. Where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners, drive pin into ground adequately to prevent movement, and mark with wood stake, state on the drawing(s) whether corners were found or set and describe each.
- b. Confirm or furnish a legal description which conforms to the Record Title Boundaries. Prior to preparing this survey, the Surveyor shall, insofar as possible, acquire data including, but not limited to, deeds, maps, certificates or abstracts of title, section line and other boundary line locations in the vicinity. The Surveyor shall supply copies of all acquired data to the Town.
- c. Give site area in square feet and in acres (to 0.01 acre).
- d. Plot location of structures on adjacent property (if any) as shown on the attached plan to within 0.01 feet. Dimension perimeter in feet and decimals to 0.01 feet. State the character and number of stories. Dimension to property lines and adjacent buildings in order to clearly locate each building on the site. Vacant parcels shall be noted "VACANT".
- e. Describe fences and walls, noting fence heights and top of wall elevations.
- f. Show recorded or otherwise known easements and rights-of-way; state the owner of right of each.
- g. Note possibilities of restrictions and prescriptive rights-of-way and nature of each.
- h. Extend survey as shown on the attached plan in all directions around the project survey site, including sufficient extension to include all properties, rights-of-way, and other significant features occurring within the survey area with specificity. Provide names of all lot owners on abutting lots. All streets are to be shown in their entirety including curbs and curb cuts. Show all structures occurring within the surveyed area,

identify the type of construction of each and show the distance of each from the *PQ Playground* area.

- i. Show individual lot lines and show street numbers of adjoining property to the *PQ Playground Area*.
- j. Show building line and setback requirements, if any.
- k. Reconcile or explain any discrepancies between the survey and the recorded legal description.

3. Topographic Survey Requirements:

- a. NOTE: All lines of levels shall be checked by separate check level lines and on previous turning points or benchmarks.
- b. Contours shall be shown at one (1) foot intervals; error shall not exceed a one-half contour interval. Spot elevations at street intersections and at 20 feet on center at top and bottom of curb adjacent to the *PQ Playground Area*.
- c. Show location of structures, above and below ground, man-made (e.g. paved areas, culverts, etc.) and natural features.
- d. Location, size, depth of water and gas mains, storm and sanitary sewers, telephone and electric lines and all other utilities and services on the property.
- e. Location of fire hydrants available to the property.
- f. Location and characteristics of power and communications systems above and below grade.
- g. Name of the operating authority of each utility.
- h. Trees of 3" caliper and over (caliper is measured diameter breast high (DBH)); locate within one foot tolerance and note species on plan. Give spot grade at base of each tree and indicate extent of canopy.
- i. All topographic information shall extend to the limits of the survey on the playground site, except:
  - i. All contours shall be plotted at one foot intervals and to approximately twenty feet beyond the scope or property line.
  - ii. Trees beyond the property shall be recorded only to the extent that the branch spread extends to or into the property or where a tree trunk is within 15 feet of the scope or property line.
- j. For all sub-surface utility lines on the site, indicate and locate intersection and manholes of the first connection to the off-site system.
- k. Note any ledge outcroppings and show their approximate size and location.

4. Standard AutoCAD Layer Format:

Layer Name		Line Type Description
X - 1Con or X - 5Con	Dashed x 2	1' or 5' Contour Interval
X - 2Con or X - 10Con	Dashed x 2	2' or 10' Contour Interval
X - 100 Flood	Continuous	
X - Abutxt	Continuous	Property Abutter Text
X - Athletic	Continuous	Athletic Field
X - Benchmark	Continuous	
X - Bldg	Continuous	Building
X - Borings	Continuous	
X - Curb	Continuous	
X - Drain	Hidden	Drain Lines, CBs, MHs
X - Easement	Dashed	
X - Electric	Dash-Dot	Electric Service
X - Fence	Continuous	
X - Gas	Phantom	
X - Ledge	Continuous	
X - Legend	Continuous	Legend
X - Mistxt	Continuous	Miscellaneous Text
X - Monuments	Continuous	
X - North - Scale	Continuous	North Arrow - Scale
X - Notes	Continuous	
X - Pave	Continuous	Pavement
X - Pavetxt	Continuous	Paving Text
X - PL	Dashed	Property Line
X - Road	Continuous	
X - Sewer	Dashed	
X - Shrubs	Continuous	
X - Sidewalk	Continuous	
X - Signage	Continuous	
X - Spotgrades	Continuous	Spot Elevation
X - Stonewalls	Continuous	
X - Structures	Continuous	Steps, Pads, Etc.
X - Telephone	Border	Telephone Service
X - Testpits	Continuous	
X - Titleblock	Continuous	
X - Traverse	Continuous	
X - Tree	Continuous	
X - Treeline	Continuous	
X - Trimline	Continuous	
X - Water	Center	Water Service
X - Well	Continuous	
X - Wetland	Divide 2	Wetlands
X - WF	Continuous	Wetland Flag
X - Zoning	Divide	Zoning Information

**NOTE:** Only use layers if there is going to be information on them. No empty layers. Delete all layers/ blocks/ symbols that are not recognized by AutoCAD alone, i.e. DCA information, DEF points.

*B. Preliminary Design Phase*

Based on the Project Team's review and site analysis of the existing conditions of the area and on a professional property line, topographic, site features, and utility survey, and all other available project documentation, the Project Team shall design and develop a set of Preliminary Design Drawings for new site and landscape design of the *PQ Playground Area*. The Project Team shall review the existing elements and conditions of the current playground area and, based on meetings with the Town & Friends of PQ Park. The final Preliminary Design Drawings shall include: PQ Park Playground Site Plan illustrating the design treatments for the playground and all ancillary and related features within the project area; Site Section(s) illustrating the design concept; Three-Dimensional Sketches (3 minimum) of the selected playground design; other sketches and drawings necessary to convey the design intent; preliminary Drainage and Stormwater Management Plan; and, preliminary cost estimate for the landscape architectural and civil engineering improvements. The Project Team shall meet with the Town & Friends of PQ Park and/or their designees (3 one-hour meetings are to be included) to review all draft and final Preliminary Design Drawings for comment and approval. The Project Team shall present the Preliminary Design Drawings to the local residential community in a community meeting arranged by the Town & Friends of PQ Park. It is understood that the Preliminary Design Drawings are for design resolution and design approval by the Town & Friends of PQ Park, and are not intended for construction.

*C. Construction Documents Phase*

Based on the approved Preliminary Design Drawings and any comments received from the Town & the Friends of PQ Park and public reviews, the Project Team shall prepare Landscape and Site Construction Documents for the PQ Park Playground site that include: Site Demolition Plan; Site Layout and Materials Plan; Site Grading and Utilities Plan & Details (provided by the Project Team's professional civil engineer); Planting Plan, Plant List, and Planting Details; miscellaneous Site Details; technical Specifications (CSI Format) for all site improvement items; and, revised cost estimate for the final Playground improvements. The Construction Documents shall be suitable for bidding the project, for construction by the Town's selected GC, and for obtaining final regulatory approvals for the playground design. The Project Team shall meet with the Town & Friends of PQ Park and/or their designees (3 one-hour meetings are to be included) to review the Construction Documents for comment and approval. If requested by the Town & Friends of PQ Park, the Project Team shall present the Construction Documents to the local residential community in a community meeting arranged by the Town & Friends of PQ Park. The Project Team shall coordinate with the Town & Friends of PQ Park and other professional consultants, where applicable.

*D. Bidding and Award Phase*

The Project Team shall assist the Town & Friends of PQ Park and/or the Town during the Bidding & Award Phase of the PQ Playground landscape and site project. The Project Team shall: attend a pre-bid meeting with the potential site contractors; review contractor bids and offer a recommendation to the Town & Friends of PQ Park; answer contractor questions during the bid period; issue clarifications, sketches, and/or addenda; participate in reasonable value engineering discussions (major revisions to the Construction Documents are not included); and, assist the Town & Friends of PQ Park in awarding the landscape and site design project for construction. The Project Team shall attend a meeting with the Town & Friends of PQ Park to review the contractors Bids, the Project Team's recommendation, and other bidding or procurement issues.

*E. Construction Administration Phase*

The Project Team shall assist the Town & Friends of PQ Park by providing general construction observation services, clarification sketches or revisions necessary due to unforeseen conditions, and construction site meetings. The Project Team shall: attend a pre-construction conference

with the Town & Friends of PQ Park and the contractor to review and approve the contractor's proposed Construction Schedule; attend periodic inspection meetings (one per week) with the Town & Friends of PQ Park or their designee and the contractor for the duration of the construction; select and tag plant materials for the project at a local area nursery; review and approve all proposed materials, products, substitutions and changes; review and approve all required Shop Drawings and other submittals; review and approve the contractor's applications for payment (if requested by the Town & Friends of PQ Park); develop a final Punch List and substantial completion approval; approve Final Completion of the project; and, advise and assist the Town & Friends of PQ Park on a limited basis throughout the construction period.

**Schedule:**

Based upon costs determined in said scope of services, the Town & Friends of PQ Park will request additional CPA funding in 2018 to finance construction of design completed under this Bid Proposal. In order to meet CPA submittal deadlines, the survey and design services detailed in this Bid Proposal shall meet the following schedule:

Phase	Completion Date
A. Existing Conditions Survey Phase	August 1, 2016
B. Preliminary Design Phase	September 15, 2016
C. Construction Documents Phase	November 15, 2016
D. Bidding and Award Phase	Winter Spring 2016
E. Construction Administration Phase	Summer 2017

**Proposal Requirements:**

The Project Team shall visit the project site and become familiar with the specific issues involved in this proposal. The site is a public park and can be viewed at the Project Team's convenience.

The compensation to the Project Team for the above services in Phases A through E shall be **awarded to the lowest qualified bidder**.

No additional work shall be undertaken without the explicit written approval and authorization of Director of the Department of Public Works.

The Project Team shall provide:

- A project understanding and approach to performing the work;
- Summary of firm/team experience and qualifications;
- Outline of project team roles, if more than one firm involved;
- Summaries of relevant past projects; including CPA funded projects
- Client References for similar park projects;
- Resumes of Key Personnel (landscape and engineering);
- A Time Schedule for the delivery of their professional services; and
- Any other graphic or written material that the Project Team would like considered.

**Submission of Bid:**

Please submit your Bid for the Scope of Services for the PQ Park Playground Project no later than **2:00 pm on July 15, 2016**. Please submit via email and 6 hard copies to:

Jay Marcotte, Director  
Department of Public Works  
Homer Municipal Building  
19 Moore Street, 1st Floor  
Belmont, MA 02478

The name and address of the submitting firm along with the project name must be clearly shown of the envelope. The Town of Belmont reserves the right to select and/or reject any and all proposal for any reason determined not to be in the Town's best interest. Proposal may not be withdrawn within sixty (60) days after the above date.

Attached are four locus plans for reference. Additional, available Town mapping and data will be provided to the chosen consultant team.

Figure 1: Aerial View of PQ Park:

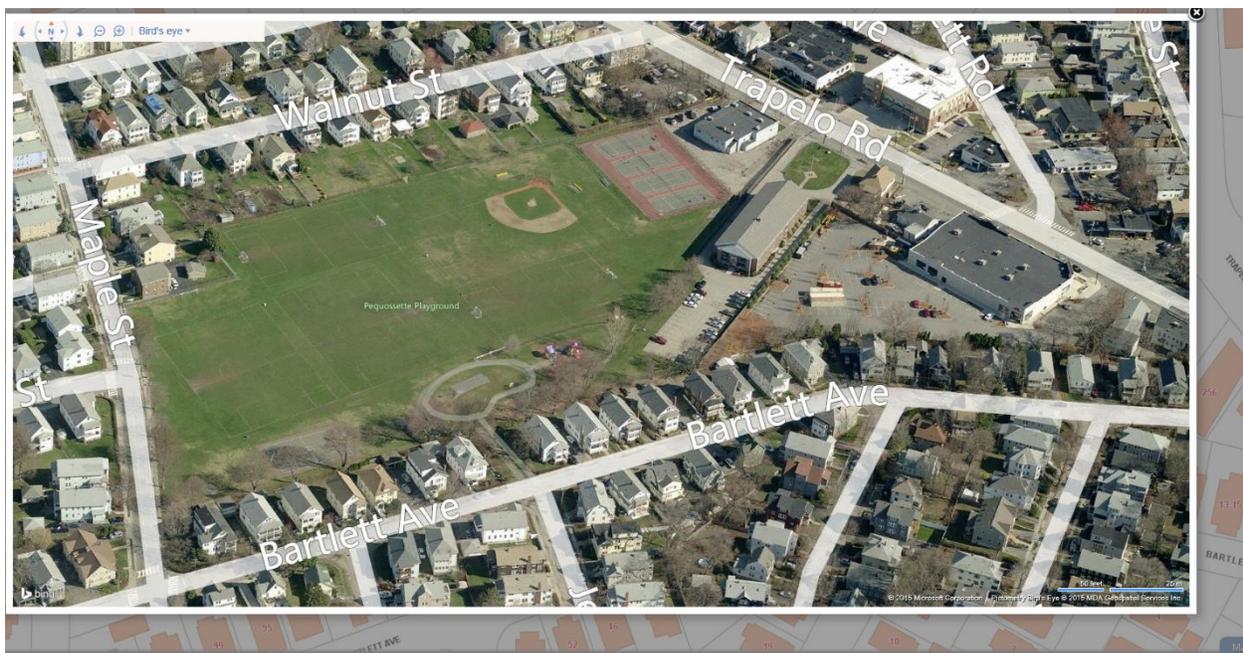


Figure 2: GIS View of PQ Park:

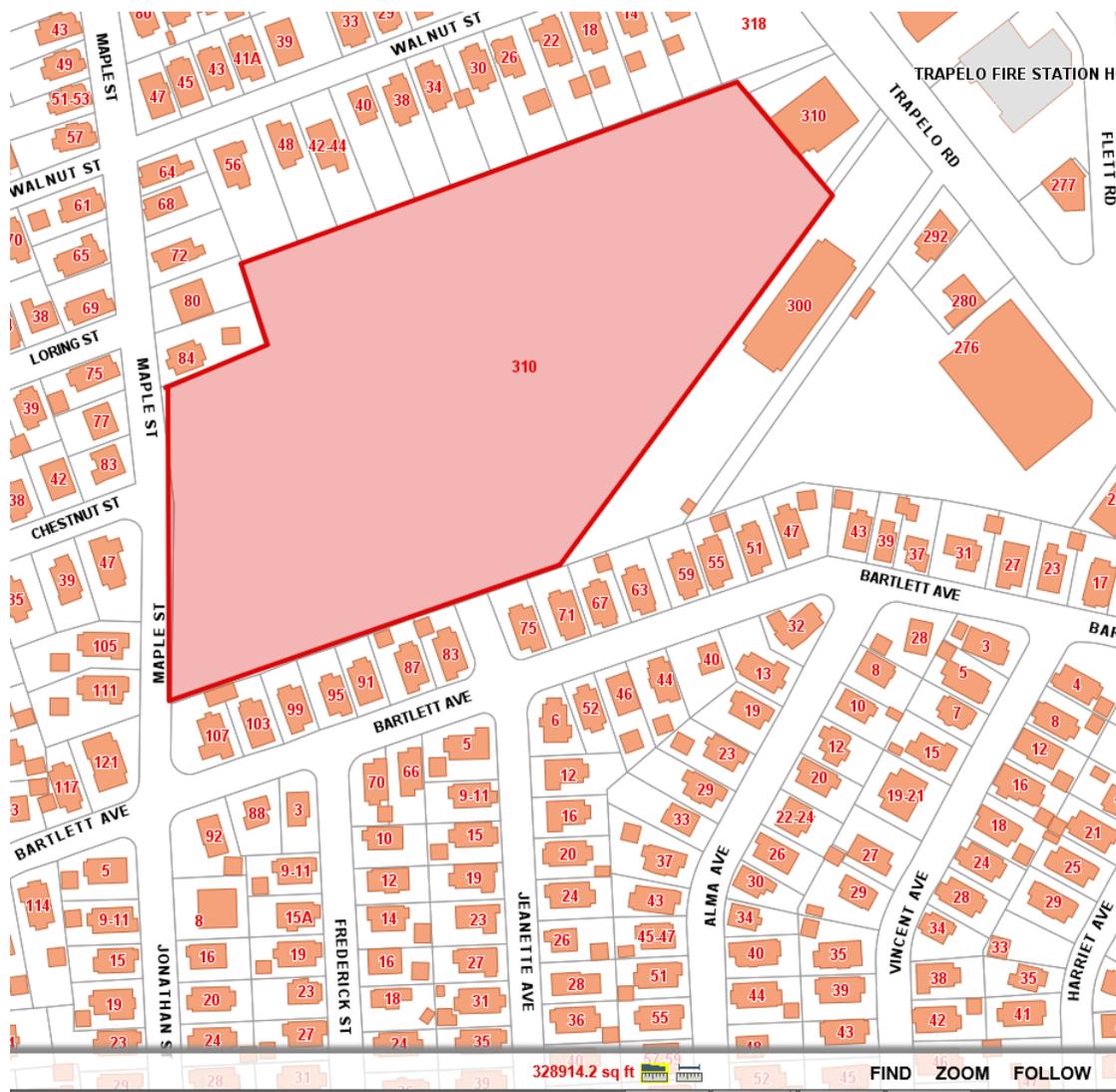
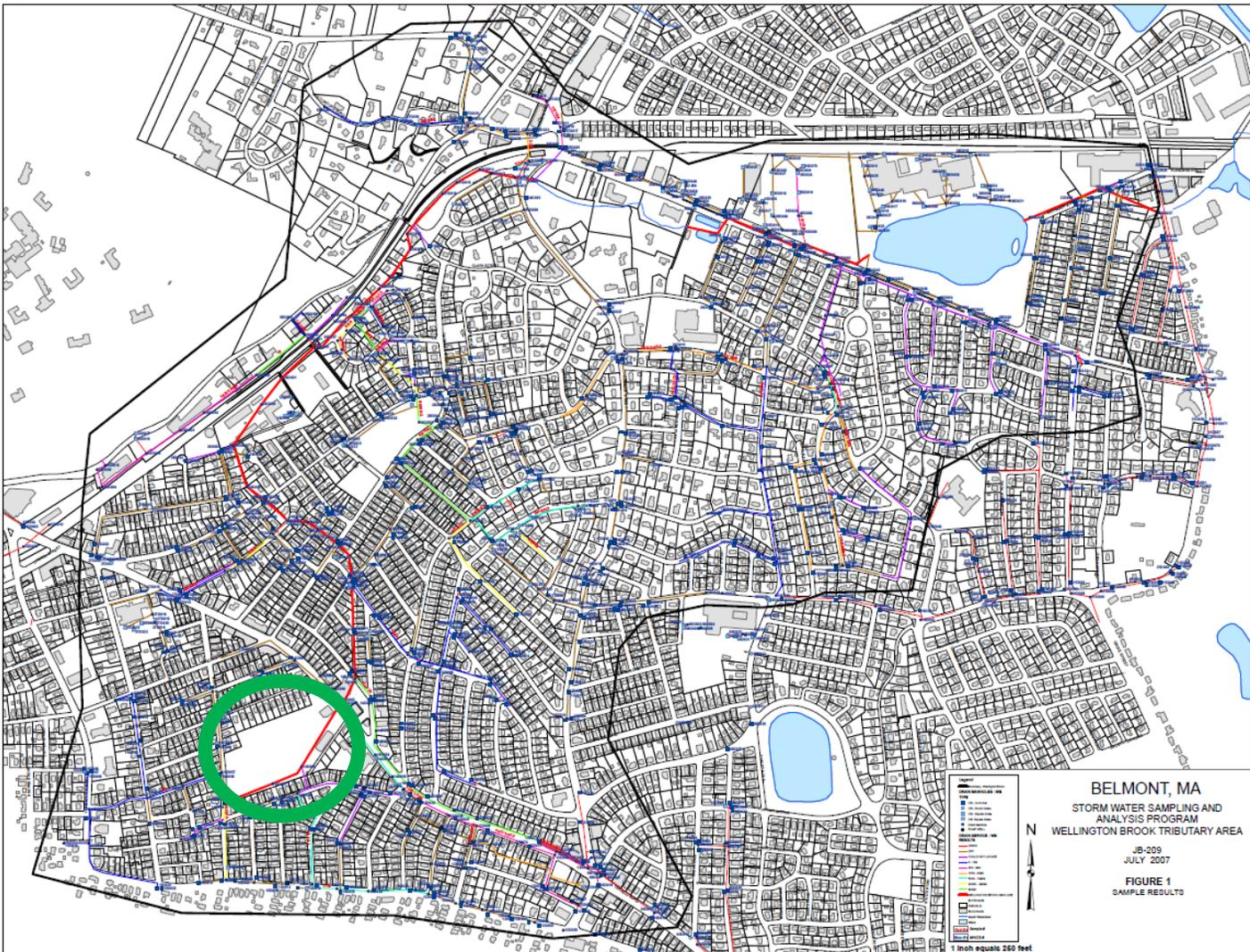


Figure 3: Overhead View of PQ Park Playground Area within PQ Park:



Figure 4: Wellington Brook Tributary Area, PQ Park encompassed by Green Circle:





# *Town of Belmont*

## **Department of Public Works**

*Highway • Recreation, Parks & Cemetery • Water*

Jay Marcotte, MPA, *Director*

Michael A. Santoro, Assistant Director

### Pequossette Playground Survey and Design Bid Sheet Form

Please fill in the lump sum amount for the specified services.

If there is a difference between the written amount and the amount in figures on the bid item(s), the written amount shall govern.

To provide a survey and design on the Pequossette Playground as specified for a lump sum price of:

\$ \_\_\_\_\_

\_\_\_\_\_  
(Total price written amount in words)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name of Company/Corporation/Partnership

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Board of Selectmen reserves the right to reject any or all bids and to make the award as may be determined to be in the best interests of the Town of Belmont.

**BELMONT**



**MASSACHUSETTS 02478**

## **INSURANCE REQUIREMENTS**

**WORKMEN'S COMPENSATION:** As required by the laws of The Commonwealth of Massachusetts.

**GENERAL LIABILITY:** Bodily Injury and Property Damage Liability \$500,000.00 each occurrence and \$500,000.00 aggregate, combined single limit or \$500,000.00/\$500,000.00 with a \$500,000.00 aggregate.

**AUTOMOBILES & TRUCKS:** Including hired and non-owned vehicles. Bodily injury liability \$500,000.00 each person and \$500,000.00 each accident.

**PROPERTY DAMAGE LIABILITY:** \$100,000.00

BELMONT



MASSACHUSETTS 02478

**CERTIFICATIONS**

**IN WITNESS WHEREOF, the undersigned certifies, under the pains and penalties of perjury that:**

1. It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possess, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and unemployment laws.
2. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and sewer bills to the Town of Belmont as required by law.
3. To the best of its knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, s.49A).
4. Pursuant to MGL c.30B s.10 (or c.30 s.39M), this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

\_\_\_\_\_  
Signature of Person Signing Bid or Proposal

\_\_\_\_\_  
BY: Corporate Officer (Type/Print)

\_\_\_\_\_  
Corporate Name (Full Business Name)

\_\_\_\_\_  
BY: Corporate Officer (Sign)

\_\_\_\_\_  
Social Security or Federal Tax ID#

\_\_\_\_\_  
State of Incorporation/City of Business (DBA)  
Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form. You're Social Security number or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The Town of Belmont is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors, to whom more than \$5,000 is paid during the twelve months, ending June 30. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, c.62C, s.49A

**PURCHASE AGREEMENT TERMS AND CONDITIONS  
(SERVICES)**

1. Vendor shall perform all work (“Work”) in accordance with the drawings and/or specifications, any other documents set forth on the reverse side hereof and these Terms and Conditions. In the event no drawings or specifications are set forth, the Work is to be performed in accordance with these Terms and Conditions and in a first class manner consistent with the practices prevailing in the area.
2. Vendor will furnish all labor, materials, supervision and items required for the proper and complete performance of the Work, and in compliance in every respect with all applicable local, federal and state laws, regulations, codes and ordinances.
3. Vendor shall perform the Work in a prompt and diligent manner and in accordance with schedules given from time-to-time. In the event Vendor fails to maintain the schedule, Vendor shall without additional compensation, work such overtime as may be directed until Vendor is in compliance with such schedule.
4. The Town of Belmont, in addition to any and all other remedies to which it may be entitled for a breach of the contract, specifically reserves the right to cancel this agreement if Vendor does not furnish the required services as specified, and in timely fashion time being of the essence. No acts of the Town of Belmont shall waive this provision, including acceptance of late deliveries.
5. In the event Vendor is delayed in the performance of the Work, Vendor shall be entitled only to extension of time. Vendor waives any claim for damages or additional compensation for a delay in the performance of the Work, regardless of the cause of such delay.
6. Vendor shall be liable for any damages incurred by the Town of Belmont as a consequence of the failure by Vendor comply with this Purchase Agreement.
7. To the fullest extent permitted by Laws, Vendor will indemnify and hold harmless the Town of Belmont from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs, arising in whole or in part and in any manner from the acts, omissions, breach or default of Vendor, its officers, directors, agents, employees and subcontractors in connection with the performance of any work by Vendor pursuant to this Purchase Agreement. Vendor will defend and bear all costs of defending any actions or proceedings brought against the Town of Belmont arising in whole or in part out of any such acts, omissions, breach or default.
8. Vendor agrees to promptly correct without additional costs to the Town of Belmont any and all defects in the Work which may appear within the guaranty or warranty period as established by the specifications, and if no such period is stipulated, then such guarantee shall be for a period of one (1) year from date of completion and acceptance of the Work.
9. Vendor shall execute and return original copy.