

Town of Bridgewater

66 Central Square
Bridgewater, MA 02324



Request for Proposal

Key Dates & Information

Project Name:	Bridgewater Historic Cemetery Assessment
Release Date:	July 20, 2026
Site Visit Date & Time:	August 3, 2026 @ 10AM
Last Date for Questions:	August 24, 2026 @ 4PM
Due Date & Time for Proposals:	September 2, 2026 @ 12PM

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Bridgewater RFP Advertisement

The Town of Bridgewater invites sealed proposals from qualified vendors for **the Bridgewater Historic Cemetery Assessment**.

The bid documents may be obtained electronically by contacting: Community Preservation Committee Coordinator at cpc@bridgewaterma.org where they are publicly available as of **July 20, 2026 @ 8AM**

Sealed proposals are due on or before **Wednesday, September 2, 2026, 12PM Noon, Academy Building, 66 Central Square, Bridgewater, MA, 02324, Town Manager's Office**.

The Town reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the Town of Bridgewater.

All proposals for this project are subject to the provisions of Massachusetts General Laws, Chapter 30B as amended.

The Town of Bridgewater fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all Town activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with Town policy.

Instructions to Bidders

Bridgewater Historical Cemetery Assessment

BRIEF DESCRIPTION

1. Project Description/Scope of Work

Proposers are to submit responses based upon the specifications as outlined within Attachment A, "Project Description." All pricing should be inclusive of all costs associated with providing services as specified.

At the time of the opening of proposals each proposer will be presumed to have inspected the site and to have read and to be thoroughly familiar with the RFP package including all addenda. The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation in respect of his/her proposal.

2. Term of Agreement

90 days after contract signed

3. Sub Contractors

If any aspect of this project is to be subcontracted it must be noted in your response. Include the name of the subcontractors and qualifications.

4. Pre-Bid Meeting

August 3, 2026 at 10AM (66 Central Square, Room 201a)

Site visit to follow Pre-Bid Meeting

5. Proposal Response Instructions

Proposal will be delivered to:

Town of Bridgewater, MA
Municipal Office Building
66 Central Square
Bridgewater, MA 02324

Each proposer must submit ONE proposal package, marked with the proposer's name and address, and the Project Name as listed on the Cover Page of this Request for Proposals. Inside the proposal package must be **two sealed envelopes**. Each sealed envelope is to be marked with the proposer's name and address, and the Project Name. **First envelope also to be marked: "Bridgewater Historical Cemetery Assessment Non-Price Proposal". Second envelope also to be marked: "Bridgewater Historical Cemetery Assessment Price Proposal".** Each envelope is to contain one original and 1 copy of the submission. One of the copies must be completely free of binding materials, in order to facilitate photocopying/scanning (by the Town) if required.

The Non-Price Proposal and the Price Proposal must be in separate envelopes within the Proposal Package as described above. Failure to separate the price and non-price proposals will result in rejection of the proposal.

6. Required Proposal Response Date

Vendors who wish to be considered for this project should submit their proposals per the instructions above to the Town prior to the date and time specified below.

Proposals are due on or before **Wednesday September 2, 2026 at 12PM NOON at 66 Central Square, Bridgewater, MA 02324**. No late proposals will be accepted.

7. Proposal Signature

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

8. Official Date & Time

A bid will not be considered delivered if it does not arrive at the location listed above by the deadline submission date and time.

9. Time for Proposal Acceptance

The contract will be awarded within 60 days after the bid opening.

10. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

Any proposals may be withdrawn or modified, in writing, prior to the date and time stated in the proposal for the opening of proposals.

Each modification package must be marked with the proposer's name and address, and Project Name. Inside the modification package must be two sealed envelopes. Each envelope is to be marked with the proposer's name and address, and the Project Name. **First envelope also to be marked: "Bridgewater Historical Cemetery Assessment Non-Price Proposal". Second envelope also to be marked: "Bridgewater Historical Cemetery Assessment Price Proposal"**. Each envelope is to contain one original and one copy of the submission. One of the copies must be completely free of binding materials. Each modification package must include a Price and Non-Price proposal even if only one of the proposals has changed. The highest numbered modification will be taken as the only submission by a proposer.

After the bid opening, a Proposer may not change any provision of the bid in a manner prejudicial to the interests of the Town for fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the Proposer will be

notified in writing; the Proposer may not withdraw the bid. A Proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Proposers may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

11. Bid Prices to Remain Firm

All bid prices submitted in response to this bid must remain firm for 60 days following the bid opening.

12. Questions and POC

Any clarification of requirements or requests for additional information by bidders must be made in writing and submitted to the CPC Coordinator at cpc@bridgewaterma.org by **August 24, 2026 @ 4PM**.

Answers to all questions will be made in writing and posted online as an addendum [Bridgewater, MA](#).

Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

13. Changes & Addenda

For any RFP document and any addenda that are received electronically, it is the responsibility of every Proposer who receives this RFP and all associated documents to check [Bridgewater, MA](#) for any addenda. The Town of Bridgewater accepts no liability to provide accommodation to Proposers who submit a response based upon information obtained from its website. Proposers may not alter (manually or electronically) the bid language or any bid documents. Proposers shall acknowledge any addenda issued to be included on the Proposal Form.

14. Key Personnel

Include within your response the key individuals that will be responsible for ensuring the success of this project and their qualifications.

15. References

Provide the following references (Attachment C):

- Provide the contact information (entity name, contact name, title, phone number & email address) for three client references on projects of similar type, scale, and complexity.

16. Price Escalation

Not Applicable (N/A)

17. Insurance

See insurance requirements in the attached sample contract.

18. Contractual Terms

Contractual terms and conditions will consist of the standard terms and conditions clauses contained within the Contract for Services (Attachment E) within this RFP. Any term not objected to will be deemed to have been accepted by the proposer. Exceptions to the terms and conditions may result in the respondent's offer being deemed as non-responsive.

19. Reference to General Laws

The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over public activities shall apply to the bid documents, all amendments and contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.

20. Cost of Preparation

The cost of preparation and delivery of the proposals will be borne solely by the Vendor.

21. Tax Exemption

Any material furnished to The Town of Bridgewater is to be exempt from Massachusetts Sales Tax.

22. Public Record Request

All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statutes will be disregarded.

23. Additional Town of Bridgewater Terms, Conditions & Information to Bidders

NA

24. Selection and Notice

The awarding authority may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject in whole or in part any and all bids or proposals when the awarding authority determines that cancellation or rejection serves the best interests of the Town.

Basis for Acceptance:

Any proposal made will be accepted only on the basis that the Proposer represents that it is made in good faith without fraud, collusion or connection of any kind with any other Proposer for the same work; that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the Town is financially interested in the contract; that the Proposer is fully informed in regard to all provisions of the Contract Documents, including, without limitation, the specifications and drawings, if any; the damages, bonds and insurance, if any. No proposal shall be deemed responsive unless a Proposer has certified and signed the statutory required Non-Collusion Certificate (Attachment B).

Contract Award:

The Chief Procurement Officer shall award the contract by written notice to the selected Proposer within 60 days of the RFP deadline. The parties may extend the time for acceptance by mutual agreement.

Screening Proposals:

Utilizing the proposal submission requirements and minimum (quality) criteria incorporated herein, the Evaluation Committee, to be designated by the Chief Procurement Officer, shall screen proposals as to their responsiveness, and identify those which are responsive.

Any proposal which, in the opinion of the Evaluation Committee, fails to include the information or documentation specified in the submission requirements shall be determined to be non-responsive and shall be rejected.

Any Proposer who fails to meet any of the standards set forth as minimum (quality) criteria shall be determined to be non-responsible and shall be rejected.

The Town reserves the right to request additional information, should a proposal reach the state of final evaluation.

Rule for Award:

Award will be made to the most responsive, responsible Proposer or Proposers offering the most advantageous proposal response, based on the evaluative criteria and price.

Minimum (Quality) Criteria:

1. A complete proposal including all items listed under Proposal Submission Requirements and all required documentation and certifications.
2. A Non-Price Technical proposal that clearly demonstrates an understanding of the Project Description/Scope of Work outlined in the RFP.
3. Identified key staff must have and demonstrate their experience with providing consulting services similar in size and scope to that requested in this RFP.
4. Non-Collusion and Tax Compliance Form (Attachment B)
5. Satisfactory references (Attachment C)
6. Per M.G.L. Chapter 30B, Section 6 (b) 3, the submissions shall be in two separate envelopes the ***Non-Price Technical Proposal*** and the ***Price Proposal***.

Non-Price Technical Proposal Requirements

1. Cover letter including name, address, and telephone number of consultant team, firm, or individual and principal contact person.
2. Type of organization (i.e. corporation, partnership, joint venture, sole proprietor, etc.), history, ownership and background including experience that clearly demonstrates the firm/individual and any proposed sub-contractors or partner firms is/are qualified to provide these services with respect to work being requested.

3. Project narrative indicating an understanding of the project scope, approach, and other comments the Proposer deems relevant.
4. Scope of Services to be provided outlining specific tasks and deliverables including a timeline detailing project milestones, meetings and deliverables.
5. Resumes for each individual to be assigned to the project and a staffing plan linking individuals to specific portions of the project scope.

Price Proposal

Price Proposal shall include a cover sheet and attach a list of the names, titles, responsibilities and hourly rates of all individuals to be billed during this contract period and specify a total not-to-exceed cost and/or cost per task. Please utilize attachment D and supplement with any additional pricing information as needed. Proposals should clearly identify all tasks to be performed and the basis for fees charged, billing rates for personnel to be assigned to the project, direct cost expenses, and clearly identify any other costs. All subcontractors if proposed must be identified and all sub-contractual costs must be indicated.

Cover letter clearly addressing any exceptions taken to the terms and conditions contained within this RFP.

Comparative Criteria:

Comparative Evaluation Criteria will be applied uniformly to all proposals. Each criterion shall be rated as follows:

- Highly Advantageous - submission excels on the specific criterion
- Advantageous - submission meets evaluation standard for the criterion
- Not Advantageous - submission does not fully meet the evaluation criterion or leaves a question or issue not fully addressed
- Unacceptable - submission does not address the elements of this criterion

The Chief Procurement Officer then opens the pricing proposals when the technical evaluations are completed and shall determine the most advantageous proposal from a responsible and responsive offeror taking into consideration price and the evaluation criteria set forth in the request for proposals. This process is in accordance with the provisions of Mass General Law, Chapter 30B, Section 6.

1. **Understanding of the Scope and Technical Approach.** The proposal demonstrates a clear understanding of the required cemetery assessments and presents a sound methodology for evaluating memorial markers, crypts, boundary markers, signage, and the walk-through review of non-primary cemeteries.
2. **Relevant Experience and Qualifications.** The proposer demonstrates successful experience with historic cemetery assessment, preservation planning, gravestone and crypt condition evaluation, and preparation of rehabilitation or restoration recommendations and budgets for similar projects.
3. **Quality of Reporting and Deliverables.** The proposal provides a clear plan for delivering draft and final cemetery reports that include the required introduction, methods, findings,

recommendations, and budgeting information for each cemetery assessed.

4. **Cost Proposal and Budget Detail.** The proposal includes complete and well-supported pricing for each assessment task, including travel, mobilization, equipment, staffing, reporting, and any cost savings associated with combined site visits.
5. **Project Management and Schedule.** The proposal presents a realistic schedule and management approach for completing the work within the anticipated project period, including coordination with the Town, monthly progress meetings, and the required public presentation.

END OF RFP

ATTACHMENT A

Project Description/Scope of Work

The Town of Bridgewater, acting through its Community Preservation Committee (CPC), is seeking professional services to assess the condition of its historic cemeteries and develop planning-level rehabilitation and restoration recommendations. The Massachusetts Cultural Resources Information System (MACRIS) identifies ten historic cemeteries under Town control, and the Town has identified one additional cemetery that is not currently listed in MACRIS. The purpose of this project is to establish a clear, professional basis for future preservation, rehabilitation, and budgeting decisions through on-site assessment and reporting. **The scope of work provided in this bid will only include Phase 1 which includes 3 of Bridgewater's primary cemeteries.**

Preliminary cemetery information is included in the attachments to this RFP. Respondents may also consult publicly available cemetery reference sources for general background information here: [Search Cemeteries - Find a Grave](#); however, all findings, recommendations, and cost estimates shall be based on the proposer's own professional field observations, analysis, and judgment.

Project Objectives. The selected consultant shall provide the Town with: (1) a condition assessment of identified cemetery features; (2) a classification of preservation and rehabilitation needs; (3) planning-level cost estimates for recommended work; and (4) a basis for prioritizing future restoration efforts across the Town's historic cemeteries.

Required Services. At a minimum, the selected consultant shall perform the services described below.

1. **Primary Cemetery Assessments.** The consultant shall conduct detailed on-site assessments of the Town's three primary cemeteries: Bridgewater Old Graveyard / First Cemetery (BRD-811), Trinity Church Cemetery (BRD-806), and Jennings Hill Cemetery (BRD-805). For each primary cemetery, the consultant shall document and evaluate the observable condition of memorial markers, headstones, footstones, crypts, boundary markers, walls or related perimeter features, and cemetery signage, as applicable.
2. **Condition Classification and Rehabilitation Needs.** For each primary cemetery, the consultant shall classify the condition of cemetery elements and identify preservation, stabilization, rehabilitation, and restoration needs. The assessment shall be sufficiently detailed to support budgeting and future prioritization of work.
3. **Planning-Level Budget Estimates.** For each primary cemetery, the consultant shall prepare planning-level rehabilitation and restoration cost estimates for the cemetery features evaluated. Budgeting shall correspond generally to the attached pricing tables, or to a substantially similar format that clearly identifies work items, estimated quantities, unit costs where appropriate, and total estimated costs.
4. **Draft and Final Reports.** The consultant shall prepare draft and final reports for each primary cemetery assessed. Reports shall include, at a minimum, an introduction, description of methods, existing conditions, findings, recommendations, and associated planning-level cost estimates.
5. **Optional Underground Features Assessment.** The proposal shall include an optional task and associated cost for assessment of non-visible underground features at Bridgewater Old Graveyard / First Cemetery (BRD-811), such as evidence of former burial locations, buried stones, or other subsurface indicators. Proposers shall describe the method or methods they recommend for this optional work and explain the basis for their approach.

6. **Meetings and Presentation.** The consultant shall participate in monthly progress meetings with the Town during the project term and shall provide one public presentation, either in person or remotely, to summarize the findings and recommendations.

Standards and Methodology. The consultant shall clearly describe the assessment methodology used for each cemetery and shall document cemetery feature conditions in a manner that supports consistent comparison among sites. Recommended preservation, rehabilitation, and restoration procedures shall reflect accepted professional preservation practices and any applicable standards relevant to historic cemetery treatment.

Cost Proposal Requirements. Proposers shall provide a detailed cost proposal for each assessment task and for each cemetery or group of cemeteries proposed. The cost proposal shall include travel, mobilization, equipment, staffing, subconsultants, meetings, and preparation of draft and final reports. If efficiencies or cost savings can be achieved by combining site visits or conducting multiple cemetery assessments during a single field effort, the proposer shall clearly explain those assumptions and identify the associated savings.

Optional Task Pricing. Because historic cemeteries may contain buried headstones, footstones, unmarked graves, or other hidden features, proposers shall include a separate description and fee for the optional underground-features assessment at Bridgewater Old Graveyard / First Cemetery (BRD-811). The optional pricing shall be clearly identified so that the Town may choose whether to include this task in any contract award.

Report Requirements. Each cemetery report shall include, at a minimum, an introduction, summary of methodology, findings, recommendations for preservation or rehabilitation, and planning-level cost estimates. Reports shall be organized so that the Town can readily use them to inform future funding decisions, project prioritization, and potential phased implementation of restoration work.

Project Schedule. The Town anticipates that the assessment project will take place between October 15, 2026, and March 1, 2027. Proposers shall submit a proposed work plan and schedule that demonstrates their ability to complete field work, draft reports, meetings, final reports, and the public presentation within that timeframe.

The Town reserves the right to award services for fewer than all cemeteries identified in this RFP, to award all or part of the optional task, and to negotiate the final scope of services consistent with available funding and project priorities.

OTHER SOURCE INFORMATION

https://www.findagrave.com/cemetery/search?cemetery-name=&cemetery-loc=Bridgewater%2C+Plymouth+County%2C+Massachusetts%2C+USA&only-with-cemeteries=cemOnly&locationId=city_58083
<https://www.findagrave.com/cemetery/2252851/great-woods-cemetery>

Attachment B

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this bid/proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Company: _____

Address: _____

Signature of Individual Signing

Bid, or Corporate Officer: _____

Telephone Number: _____

Social Security Number

Or Federal Identification Number: _____

Date: _____

**Any person or corporation which fails to execute this document
will be considered a non-responsive Proposer
and will be rejected pursuant to MGL Chapter 30B.**

CERTIFICATE OF AUTHORITY – CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____

(insert full name of Corporation)

2. corporation, and that

(insert the name of officer who signed the contract and bonds.)

3. is the duly elected

(insert the title of the officer in line 2)

4. of said corporation, and that on

(insert a date that is ON OR BEFORE the date the officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that:

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE SEAL HERE
(Signature of Clerk or Secretary)*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTACHMENT C
REFERENCE FORM

Proposer Name: _____

RFP Title / Project: _____

RFP #: _____

Please provide a minimum of three (3) client references for similar projects or services performed within the last five (5) years. Municipal or government references are preferred.

Reference #1

Organization / Client Name: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Description of Services / Project: _____

Contract Dates (Start–End): _____ Contract Value: _____

Reference #2

Organization / Client Name: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Description of Services / Project: _____

Contract Dates (Start–End): _____ Contract Value: _____

Reference #3

Organization / Client Name: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Description of Services / Project: _____

Contract Dates (Start–End): _____ Contract Value: _____

(attach additional sheets as needed)

AMENDED
ATTACHMENT D
Price Sheet

RFP Title / Project: The Town of Bridgewater Historical Cemetery Assessment

Instructions:

*The proposer shall submit this Price Proposal Form in a separate sealed envelope clearly marked:
“Bridgewater Historical Cemetery Assessment Price Proposal”. .*

Prices must be inclusive of all costs associated with performing the Scope of Work — including but not limited to labor, materials, travel, insurance, and overhead.

All prices shall remain firm for sixty (60) days following the proposal opening.

Pricing Table

Task / Deliverable Description	Unit of Measure	Price
1. Trinity Cemetery	Cemetery	\$_____
2. Jennings Hill	Cemetery	\$_____
3. Bridgewater Old Graveyard/First Cemetery (BRD-811)	Cemetery	\$_____
4. Optional Underground Features Assessment for Bridgewater Old Graveyard/First Cemetery (BRD-811)		\$_____

Total Not-to-Exceed Cost: \$_____

Written in \$_____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Federal ID / EIN: _____

of Addendums Acknowledged: _____

ATTACHMENT E

Contract

**SHORT FORM OF AGREEMENT
FOR PROCUREMENT BETWEEN THE
TOWN OF BRIDGEWATER AND CONTRACTOR
FOR GOODS/SERVICES PROCURED UNDER G.L. C. 30B**

THIS AGREEMENT for _____
(hereinafter referred to as the "Project"), is made the ____ day of ____ 2026 by and between _____, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at _____, (hereinafter referred to as the "Contractor"), and the Town of Bridgewater, a body politic and corporate with a usual place of business at 66 Central Square, Bridgewater, MA 02324 (hereinafter referred to as the "Town").

WITNESSETH that the Contractor and the Town, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- (a) This short form of agreement for procurement between Town and Contractor, including original signed
and sealed Certificate of Corporate Authority
- (b) Invitation for bids, bid specifications, request for proposals or purchase description, including any addenda issued by the Town
- (c) Contractor's bid or proposal
- (d) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2: SCOPE OF WORK

The Contractor shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the Contractor agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERM OF AGREEMENT

- (a) This Agreement shall be for a term of not more than ____ **months/years**, commencing on _____ and ending on _____, subject to annual appropriation. This Agreement may be renewed or extended in writing at the sole option of the Town, and upon the terms described in such writing. The total duration of the original term and any renewal term(s) may not exceed three (3) years.
- (b) The Contractor hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the Town, the Town may give written notice to the Contractor to proceed with the work or to carry on the work more speedily. Three days after the presentation of such notice, if the work is not proceeding to the satisfaction of the Town, the Contractor shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: COMPENSATION

1. This Agreement is a Task Order Services Agreement. The Town hereby retains Contractor, and Contractor agrees to perform the services set forth in Article 2 in accordance with the general provisions of this Task Order Professional Services Agreement. Specific assignments will be authorized in the form of Letters of Understanding to document the scope of the work, schedule, and fee structure, which will be prepared by Contractor after consultation with the Town. The Town will formally acknowledge receipt and approval of Contractor's Letter of Understanding by signing the Letter of Understanding, through issuance of a Purchase Order, or by similar binding instrument, in a timely fashion. The total value of the goods and services for which Contractor may be compensated under this Agreement will not exceed the sum of the proposed cost without the issuance of a change order agreed to in writing by all parties.
2. With any invoice, the Contractor shall submit evidence satisfactory to the Town that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
3. The acceptance by Contractor of its final payment under this Agreement shall operate as a release to Town of all claims by and all liability to Contractor. No payment, however, final or otherwise, shall operate to release Contractor from its obligations under this Agreement.

ARTICLE 5: NON-PERFORMANCE

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 made good within such time as the Town shall specify in writing, the Town shall notify the Contractor in writing that there has been a breach of the Agreement, and thereafter the Town shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the Town shall determine, and the Contractor shall pay the Town any money that the Town shall pay another Contractor for the completion of the work, in excess of what the Town would have paid the Contractor for the completion of the work, and the Contractor shall reimburse the Town for all expenses incurred by reason of said breach. In case of such breach, the Contractor shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the Town is entitled to. The amount of any balance due the Contractor shall be determined by the Town and certified to the Contractor.

ARTICLE 6: TERMINATION

- (a) In addition to the provisions of Article 5 of this Agreement, the Town shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement after the first year.
- (b) The Contractor shall have the right to terminate this Agreement if the Town fails to make payment within 45 days after it is due.

ARTICLE 7: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Bridgewater:

Justin Casanova-Davis
Town Manager

Contractor:

Company: _____
Contact: _____
Title: _____
Email: _____
Tel. #: _____
Mailing Address: _____

ARTICLE 8: INSURANCE

- (a) The Contractor shall, at its own expense, obtain and maintain general liability and

automobile liability insurance policies protecting the Town in connection with any operations included in this Agreement and including the Town as an additional insured, on a primary and non-contributory basis, waiving all rights of subrogation. As proof of insurance, the Contractor shall provide Certificate(s) of Insurance evidencing the required coverage in a form satisfactory to the Town. The Description portion of the certificate evidencing coverage should state as follows:

“The Town of Bridgewater is included as additional insured in regards to General and Auto Liability on the policies noted above by contractual Agreement on a primary and non-contributory basis, waiving all rights to subrogation.”

Coverage amounts shall be in at least the amounts noted below:

General Liability: At least **\$1,000,000** per occurrence, and,
at least **\$2,000,000** aggregate

Auto Liability: At least **\$1,000,000** combined single limit for bodily injury and property damage per accident

- (b) If the Contractor shall provide professional or design services to the Town, then Contractor shall carry a professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim and \$3,000,000 aggregate, with a deductible of no more than \$15,000 per claim.
- (c) The Contractor shall, before commencing performance of this Contract, provide insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the Town. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town. Certified copies of the Contractor's insurance policies, including endorsements, required by this agreement shall be provided to the Town upon the Town's request within ten (10) days. Since this insurance is normally written on a year-to-year basis, the Contractor shall notify the Town should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) To the fullest extent permitted by law, the Contractor shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, arising out of or resulting from any act, omission, or negligence of the, Contractor, its subcontractors or subconsultants and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with

terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS

N/A

ARTICLE 10: SUBCONTRACTING OF WORK

The Contractor shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the Town.

ARTICLE 11: PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works, the Contractor shall pay the prevailing wage and comply with M.G.L. c. 149, Sec. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to M.G.L. c. 149, Sec. 26 and 27B, the Contractor (and every subcontractor) shall file weekly certified payroll records with the Town for all employees who have worked on the Project. The Town and the Contractor shall preserve said records for a period of not less than three years from the date of completion of the Contract.

ARTICLE 12: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the Contractor, the Town shall be the owner of all plans, specifications, electronic data and computations created by the Contractor that relate to this Agreement. The Town agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the Contractor harmless from any liability of the Town's use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 13: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 14: GUARANTEE OF WORK

- (a) Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- (b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Town are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in

accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Town and at its own expense:

- (1) Make goods and services conform to this Agreement;
- (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the Town, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
- (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 15: GOVERNING LAW

The Contractor shall perform the work required under this Contract in conformity with requirements and standards of the Town and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the Town and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Contractor. Neither the Town nor the Contractor shall assign, subcontract, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 17: INTERPRETATION AND SEVERABILITY

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise, neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, CONTRACTOR's Services, the Project, or otherwise.

Should any provision of this Agreement be held illegal or unenforceable, then such provision shall be stricken from this Agreement and the remainder of this Agreement shall remain in full force and effect.

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

*If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation on authorizing the said signing and sealing.

CONTRACTOR:

Corporate Seal

By: _____

Title: _____ Dated: _____

Town Department Contact: _____

TOWN OF BRIDGEWATER
By its: TOWN MANAGER

Approved as to Funds Availability

Laurie Guerrini

Date: _____

Funding Source: Key Org: _____ Account:

Town of Bridgewater

66 Central Square
Bridgewater, MA 02324



Addendum NO. 1
August 31, 2026

To all Bidders on the Project titled: Bridgewater Historic Cemetery Assessment

1. **Are any stone fragments stored and available?** No, the town does not control any stone fragments currently.
 2. **Are there plot maps available for any of the three cemeteries?** No, there are no plot maps available, however, many of the plots can be found using www.findagrave.com.
 3. **Who maintains the cemeteries for the town?** The maintenance is handled through our Department of Public Works under the Highway Division.
 4. **Who will be the project manager?** The project will be managed through our Department of Public Works.
-

Reference Contract Documents dated July 20, 2026

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the location of **where bids will be submitted**. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form a part of the proposal submitted.

Bids are due on or before September 2nd, 2026 at 12:00pm at 66 Central Square, Bridgewater, MA 02324. BID OPENING WILL BE CONDUCTED AT THE ACADEMY BUILDING, CONFERENCE ROOM 201A
Bids will be opened immediately and read out loud.

Please note the submission of bids and the bid opening are different locations.

Please be reminded to **acknowledge this Addendum on the bid forms**.

Town of Bridgewater

66 Central Square
Bridgewater, MA 02324



Addendum NO. 2
August 31, 2026

To all Bidders on the Project titled: Bridgewater Historic Cemetery Assessment

Project due date extension: The project due date has been extended from 12PM September 2nd 2026 to 12PM September 16th 2026.

Reference Contract Documents dated July 20, 2026

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the location of **where bids will be submitted**. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form a part of the proposal submitted.

Bids are due on or before September 16th, 2026 at 12:00pm at 66 Central Square, Bridgewater, MA 02324. BID OPENING WILL BE CONDUCTED AT THE ACADEMY BUILDING, CONFERENCE ROOM 201A
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Please be reminded to **acknowledge this Addendum on the bid forms**.

Town of Bridgewater

66 Central Square
Bridgewater, MA 02324



Addendum NO. 3
August 31, 2026

To all Bidders on the Project titled: Bridgewater Historic Cemetery Assessment

1. For Required Services Task 3- can you confirm that the proposal price cost given with our proposal for this requested service does not include a restoration fee and that any restoration fee estimate will provided with the completed Task 3? **Yes, this will be a budgeting estimate as part of the deliverable.**
2. Attachment D- Price Sheet. Denotes “Estimated Quantity” of stones per cemetery to budget for, but review of www.findagrave.com denotes many more memorials than given on this sheet. Is the “Estimated Quantity” a firm assumption of how many stones will need rehabilitation or an estimate of stones? **This is an estimate based on the MACRIS report, but we suggest going to www.findagrave.com for the most accurate count.**
3. Optional Underground Features- Is the city concerned with answering any questions through this optional service regarding cemetery boundaries (unmarked graves outside current boundaries) or is the service more designed for looking to determine burials present within perceived “gaps” between monuments at the current ground surface. **Town would like the consultant to look for burials that don’t have a stone, etc.**
4. For the basis of this project, does the Trinity Church cemetery project area include the “Cemetery Easement” to the northeast? **Yes. Owners of the property will need to be notified of the survey.**
5. At the briefing a CPC member referenced a table or a chart that should be included in the RFP that outlines the elements in each cemetery that we are to assess **The chart will be included with this addendum.**
6. Can you clarify if the fee proposal sheet the attachment included with the RFP is intended to have unit price items per gravestone and if so how are we to account for the non gravestone items we are to assess **This will be clarified with the attached “example of deliverable” table and amended “Attachment D Price Sheet.” Non-gravestone items should be included in the cemetery prices on amended “Attachment D Price Sheet.”**
7. Should the underground investigation for first cemetery include the whole cemetery or just portions **Yes, the underground investigation should include the whole cemetery.**

8. Is the assessment to include a photograph of every gravestone in all three cemeteries **Yes, the photographs should be included as a deliverable in the full report to document current conditions.**
9. Confirming that that assessment would not include transcription of the information on the headstone since many will not be legible before they're cleaned **Correct, this would not include transcription of the information on the headstone.**
10. p.3 and throughout - Are there particular qualifications and/or types of design practice that the Town is seeking, in reference to "qualified vendors"? Or is that referring solely to documented experience? **This is referring to previous experience.**
11. p.5, Item 7, Proposal Signature - Our firm is an LLC structured as an S-Corp. As such, we do not have a clerk/secretary or a corporate seal, but we have member/managers authorized to sign documents. Alternately, we could provide signatures from each of the members/managers. Which is preferable to the Town? **State what type of business you are, and have the authorized signatory sign the bid docs.**
12. p.9, Price Proposal - The proposal form in Appendix D is based on unit costs per monument/marker at each cemetery, rather than based on the task list, and does not provide a place to associate individuals with tasks. Some aspects of the project are not really quantifiable on a per-headstone basis, but instead are lumped fixed costs (such as a potential site survey to locate all the markers; see other questions). How do you want us to document those costs, and/or is an alternate structure for the price proposal acceptable? **Refer to the response for question #6 on addendum 3.**
13. p. 11, Attachment A, Service Item 1 - Is a tree assessment (particularly for tree health and/or maintenance needs that could impact the cemetery) a desired inclusion in the scope? We would recommend doing so, as we have seen downed limb damage in past cemetery work, and proactive tree maintenance is helpful in preventing that. **Site assessment should evaluate tree conditions and other factors as related to the restoration.**
14. p. 12, Project Schedule - Depending on weather conditions this winter, the assessment may end up difficult to perform if there is any delay in contract award, or if wintry weather is particularly cold or snowy early or continues late. Are there specific schedule constraints that teams should keep in mind when considering how best to approach the schedule, or is the March deadline based on the Town's ideal scenario? **The Town is willing to extend the project deadline to 9/16/27**
15. p. 14, Certificate of Authority, Corporate - As mentioned under b above, our firm is an LLC structured as an S-Corp and does not have officers, a clerk/secretary, or a seal. Should we simply mark the form as "Not Applicable", provide an LLC-adapted version of the form we have used on past projects, or use an alternate form provided by the Town? **Yes, not applicable.**
16. p. 20, Insurance - Our firm's current insurance meets the listed requirements except b; we carry \$1m per claim and \$2m aggregate, rather than \$3m aggregate, as \$2m is sufficient for typical projects in site design and related fields. Is the Town's \$3m requirement negotiable? It will carry an additional cost as it's not needed for any of our other projects, and would therefore need to be bundled into the fees for this project. **This can be negotiated during the contract award.**
17. General - We understand from Addendum #1 that no plot maps are available; does the Town have any historic records (and if so, what) related to the three primary cemeteries that will be provided to the selected consultant, or would we need to include scope to perform our own document research? (This would include, if applicable, any past studies.) **The Town does not have any further historic records that are not already publicly available.**
18. General - Given that crypts or similar structures would require a different level of analysis than grave markers, is the Town able to provide a count of how many such structures are present at each of the three primary cemeteries? **No, the Town is not able to provide a count of structures at the three primary cemeteries.**

19. And how would the Town like proposers to separate those costs from grave marker costs more generally on the Pricing Form? **The detailed costs for individual gravestone types are part of the deliverable per the response to question #6 of addendum 3.**
 20. Site surveys - Our experience is that a detailed property survey containing exact locations of grave markers, other features, etc is extremely useful in proceeding with such an analysis, but those carry an additional lump-sum cost. Would you like us to divide it among the listed number of headstones, or itemize it separately? **Work outside of the original scope of the request should not be included in the assessment cost.**
-

Reference Contract Documents dated July 20, 2026

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the location of **where bids will be submitted**. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form a part of the proposal submitted.

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Town of Bridgewater Cemetery: _____ Cemetery

Graveyard rehabilitation budgeting estimates

Restoration item	Number of Units	Estimated cost/unit	Budgeting cost estimate
Cleaning			
Severely leaning			
Mildly leaning			
Broken two pieces			
Broken more than two pieces			
Other			
Not restorable			
Total Headstones			
Crypt Restoration			
Wall Restoration (ft)			
Progress Meetings			
Draft Report			
Final Report			