

**CITY OF METHUEN
METHUEN, MASSACHUSETTS 01844
IFB FOR:
Installation of Outdoor Fitness Court Equipment**

The City of Methuen's Recreation department, a division of the Department of Public Works is seeking bids from qualified vendors for the installation only of Outdoor Fitness equipment. Specifications and bid forms may be obtained on or after September 2, 2025 at 8:00AM via download www.methuen.gov/purchasing. All potential bidders must be registered as a plan holder through this link.

All bids must be made out in Duplicate, **either typed or printed in ink**. The bids must be filled out and signed as directed therein, sealed in an envelope plainly marked "**Installation of Outdoor Fitness Court Equipment**", addressed to the Office of the City Clerk, Searles Building, 41 Pleasant Street- Rm. 112, Methuen, MA 01844, and endorsed with the name, address of bidder. Sealed Bids must be received by the City Clerk no later than **Wednesday, September 17, 2025** at **11:00 A.M.** local time.

No Bid will be considered which is not accompanied by a certified or cashier's check or bid bond in the amount of five percent (5%) of the total bid, payable to the "City of Methuen". This bid deposit will become the property of the City if the successful bidder fails to execute the contract.

Bids filled out and left with the deposit as above directed, and no other, will be opened at Methuen City Hall on the 3rd floor (Great Hall), 41 Pleasant Street, Methuen, MA 01844 on Wednesday, September 17, 2025 @11:00 AM. The City of Methuen reserves the right to reject any and all bids or to waive any informality in the bidding if it is deemed to be in the best interest for the City to do so.

No Bid may be withdrawn within thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

The bidding and award of this Contract will be under the provisions of M.G.L. Chapter 30B.

Lauri Antonacci
Purchasing Director

E.T. Publication: Sept, 2, 2025

City of Methuen
Installation Only of Outdoor Fitness Court Equipment

The City of Methuen through its Recreation Department is seeking bids for the purchase of outdoor fitness court equipment which will be located at 123 Milk St., Methuen MA. Specifications, price sheet and forms to be used can be found on the City of Methuen's website Methuen.gov/purchasing on Tuesday, September 2, 2025 @ 8:00AM. Pricing should include any insurance and bid deposit that is required. All bids must be made out in duplicate (one original and one copy), either typed or printed in ink. The bids must be filled out and signed as directed therein, sealed in an envelope plainly marked "Rec. Dept. Installation Only of Outdoor Fitness Court Equipment" addressed to the Office of the City Clerk, Searles Building, 41 Pleasant Street- Rm.112, Methuen, MA 01844, and endorsed with the name and address of bidder. Sealed Bids must be received by the City Clerk no later than Wednesday, September 17, 2025 @ 11:00 AM local time.

ANTICIPATED IFB TIMETABLE

Dates and times listed on this IFB Timetable are subject to change.

IFB issued	Tuesday, September 2, 2025 @ 8:00AM
Site Visit (Veterans Memorial Park) 123 Milk St., Methuen, MA	Tuesday, September 9, 2025 @ 10:00 AM
Deadline for submitting questions	Tuesday, September 11, 2025, by 12:00 Noon
Answers to questions	Thursday, September 12, 2025, by the end of the day
Bids Due	Wednesday, September 17, 2025 @11:00 AM
Award of Contract	Estimated, October 6, 2025 (Council Approval)

****SITE VISIT****

**Vendors are suggested to go to the pre-bid site visit on Tuesday, September 9, 2025 @ 10:00 AM at
Veterans Memorial Park, 123 Milk St., Methuen, MA**

1. Rule for Award

One contract will be awarded pursuant to M.G.L. Chapter 30 39M to the responsible and eligible bidder offering the lowest total bid. These specifications are in anticipation of funding. All contracts are voided if funds are not available.

2. Removal of Debris

The Contractor will remove all debris on a daily basis and dispose of in accordance with all applicable laws, after work is completed.

3. Bid Deposit

Each Bid must be accompanied by a bid security consisting of a BID BOND or CERTIFIED CHECK issued by a responsible bank or trust company authorized to do business in the Commonwealth of Massachusetts and made payable to the City of Methuen in the amount of 5 percent (5%) of the total bid price.

4. Contract Bonds Required

A Performance Bond and a Payment Bond will be required, each in the amount of 50% of the total bid amount drawn on a responsible bank or trust company authorized to do business in the Commonwealth of Massachusetts and made payable to the City of Methuen. The amount of the bond does not guarantee a minimum amount of work.

5. Invoices

All invoices are to be submitted to the ordering department, Example (attention: DPW Dept., Water Dept.). Only invoices referring to a valid purchase order authorized by the City of Methuen and Purchasing Director will be processed for payment. Purchases made by the City are exempt from federal excise taxes and material prices must exclude any such taxes. Tax exemption certificates will be furnished upon request to vendor with the lowest price.

Please do not forget to attach your weekly certified payroll and compliance sheets with Invoices.

6. Prevailing Wage Requirements

Under the provisions of the Massachusetts General Laws, Chapter 149, Section 26 through 27G inclusive, as amended, the successful Bidder must pay their workers the minimum wage rates as established by the Commissioner of Labor and Industries. The Contractor is required to pay prevailing wages on all projects associated with this contract in accordance with the attached Prevailing Wage Statement. Certified payroll records must be submitted with the invoice.

7. OSHA Requirement

Awarded Contract shall furnish certification documents for all employees to be employed in the project subject to this bid showing that they 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.

No contract will be issued to a vendor without proof of OSHA certification pursuant to M.G.L. c. 149, §44A.

8. Labor

The undersigned hereby certifies that the Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work, and that the Contractor will comply fully with all laws and regulations applicable to awards made subject to Section 44A of Chapter 149 of the Massachusetts General Laws.

9. Addenda and Interpretations

All questions by prospective Bidders as to the interpretation of Notice to Contractors, form of proposals, form of contract, plans and specifications must be submitted in writing through the following email purchasing@methuen.gov. The City will then issue an addenda and post that to the City's website Methuen.gov/purchasing, for all bidders to view not less than two (2) calendar days before the date of the opening, interpretations of all questions raised which, in their opinion, require interpretation.

10. Non-Collusion

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 29F of chapter 29 or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

11. Conflict of Interest

The Contractor further covenants, in light of the provisions of Chapter 268A of the Massachusetts General Laws, that the Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by the Contractor.

12. Insurance

Insurance Requirements:

- (a) The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of a result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- (b) Claims under Workmen's Compensation, disability benefit and other similar employee benefit acts;
- (c) Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage;
- (d) Claims for damage because of bodily injury, sickness or disease or death of any person other than its employees, and claims insured by usual personal injury liability coverage;
- (e) Claims for damages because of injury to destruction of tangible property, including Loss of use resulting therefrom.

2. The Insurance required by the above shall be written for not less than the following minimum limits of liability:

Workmen's Compensation:

Statutory Requirements

Employer's Liability:

\$1,000,000

Comprehensive General Liability:

Each person/each occurrence:	\$1,000,000
General Aggregate per project:	\$2,000,000 Or a Combined Single Limit of \$2,000,000

Property Damage

Each Occurrence:	\$1,000,000
General Aggregate per project:	\$2,000,000 Or a Combined Single Limit of \$2,000,000

Comprehensive Automobile Liability:

Bodily Injury

Each person/each occurrence:	\$1,000,000 Or a Combined Single Limit of \$1,000,000
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Property Damage

Each occurrence:	\$1,000,000 Or a Combined Single Limit of \$1,000,000
Excess Liability (Umbrella):	\$1,000,000

3. The above insurance policies shall also be subjected to the following requirements:

- (a) Insurance coverage for the Contractors' Comprehensive General Liability, as specified under the foregoing paragraph and for the City Protective Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage to facilitate and expedite the settlement of claims.
- (b) Certificates of Insurance acceptable to the City shall be addressed to and filed with the City prior to commencement of the work. Renewal certificates shall be filed with the City at least ten (10) working prior to the expiration date of required policies.
- (c) No insurance coverage shall be subject to cancellation without thirty (30) Days prior written notice forwarded by registered or certified mail to the City. The City shall be notified of the attachment or any restrictive amendments to the policies.
- (d) All Certificates of Insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
- (e) All premium costs shall be included in the Contractor's bid.
- (f) **The City shall be named as an additional insured on the Contractors' General Liability and Excess Umbrella Liability Insurance Policies.**

13. Statutory Requirements in General

The Contractor shall keep themselves fully informed of all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the supply, or the materials used or employed in the supply, or in any way affecting the conduct of the supply, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and of all provisions required by law to be made a part of this contract, all of which provisions are hereby incorporated by reference and a part thereof.

If any discrepancy or inconsistency is discovered in the specifications or contract for the supply in relation to any such law, ordinance, regulation, order or decree, they shall forthwith report the same to the City in writing. They shall at all times observe and comply with, and shall cause all their agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the owner and the City and all of its and-their officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by him/herself or their employees or subcontractors.

All materials furnished and work done are to comply with all state and federal laws and regulations.

14. Execution of the Contract

The successful Bidder must within ten (10) days, Saturdays, Sundays, and legal holidays excluded, upon receipt of "Notice of Award" of the contract, furnish the required bonds, Certificate of Insurance and sign the contract.

15. Failure to Execute Contract

Should the successful Bidder fail to execute the contract and furnish the bonds and certificates of insurance within the time stipulated, the Awarding Authority may, at their option, determine that the Bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void. The bid deposit accompanying the proposal shall be retained and collected by the Awarding Authority as Liquidated damages for the delay and expense caused by the abandonment of the contract.

16. Materials (Purchased by City)

All materials are to be of best quality of respective kinds; all labor and workmanship is to be performed to the City's satisfaction; the Contractor shall promptly replace all such as he may condemn, or which may violate State or City regulations.

The Contractor is to indicate in his estimate any variation in price due to the use of any alternate material mentioned herein; otherwise, their bid is to be based on use of specific materials called for.

All materials must be delivered to the job in their original containers, not broken, and must be approved by the City before being used.

17. Defective Materials

Materials not conforming to these specifications or if in the opinion of the City are defective in any way shall be rejected and removed from the work by the Contractor as directed. No rejected material subsequently corrected of defects shall be used without permission of the City. Should the Contractor fail to remove defective material, the City shall have the authority to remove and replace the defective material, and the costs of removal and replacement will be deducted from any monies due to the Contractor.

18. Warranties N/A

All material ordered and delivered shall come with a one-year warranty.

19. References

Please fill out the reference form with names of other City or Towns you have worked with on this type of system.

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Fitness Court® Installation Specifications

Fitness Court Configuration

These NFC Fitness Court® Installation Requirements are applicable to all configurations of the Fitness Court®. This specific project includes installation for:

- (X) Fitness Court®(s) ([Fitness Court Layout](#))
- () Fitness Court®Studio (s) ([Fitness Court Studio Layout](#))
- () Fitness Court®Studio+ (s) (See Site Specific Plans)

Fitness Court® Installation Description

The work under this contract shall include installation of the Fitness Court® designed by National Fitness Campaign (NFC). The installation should at minimum follow all specifications and dimensions set forth by NFC. A complete set of instruction documents is included and required to be followed.

Scope of Work

Scope includes the installation and assembly of the Outdoor Fitness Court® equipment elements, body-weight training wall, sports floor, floor paint and art & vinyl decals on the front, back, and sides of the training wall.

Technical Requirements

NFC Fitness Court® Installation Requirements:

- Fitness Court® Tile Floor and ADA board ramp tiles per plans
- The Fitness Court Body-weight Training Wall in the location and orientation as agreed with Client & aligned with concrete slab slope/orientation per concrete slab specs.
- Fitness Court® Body-weight Training Wall elements, including wall brackets, rings, ladders, and elements outlined in installation manual
- Fitness Court® floor equipment including plyo boxes, lunge boxes, bend stations
- All anchor bolts for wall and equipment elements (3 types)
- Floor Marking Paint for the Fitness Court® including zone markings and agility ladder/dots
- Installation of vinyl artwork and decal package as supplied by NFC. Edge to edge wall vinyl installation spanning 32', may include detail cutting around wall brackets.
- Signed Certificate of Completed Installation (includes walk-through with Owner / Client) and signature of completion to NFC (included in installation manual)
- Coordination with NFC before installation to review best practices for installation

Fitness Court® Installation Technical Requirements

Installation of the Fitness Court® requires an understanding and skill sets including the following technical requirements. The product warranty is contingent upon meeting all of the manufacturer's specifications for installation. See additional technical documents for additional installation requirements.

Site Inspection:

- Pre Installation Inspection of the existing site and concrete slab to ensure compliance with the NFC plans and specifications including dimensions, surface prep., and slope of the concrete slab.
- Knowledge of and confirmation that the temperature, humidity and other environmental conditions are conducive to the product specification requirements at the time of installation of the Fitness Court® as outlined by the included documents.
- Understanding and following all the adhesive manufacturer specifications especially as it relates to environmental conditions at the time of installation.
- Tooling requirements and tile installation techniques to prevent tiles from bowing and lifting.
- Validating that the size and finish of the concrete slab meets the requirements of the tile adhesive manufacturer and NFC Plans prior to the beginning of the Fitness Court® installation.
- Confirm application of Spray- Lock P3 Industrial by concrete contractor 14 days prior to installation.

Site Layout:

- Precision skillset and attention to detail to layout the site correctly.

Installation of Outdoor Fitness Tile:

- Confirming that the existing concrete slab is suitable for tile adhesive requirements.
- Understanding and following all of the adhesive application specifications especially as it related to environmental conditions at the time of installation. Tile will be provided with either a 1 part or 2 part epoxy.
- Tooling requirements and tile installation techniques to prevent tile from bowing and lifting.
- 1122 SF of tile - Fitness Court®
- 2244 SF of tile - Fitness Court® Studio

Assembly of Fitness Floor Wall:

- Correct accuracy of installing the anchor bolts to allow for a precision puzzle fit assembly of the Fitness Wall.
- Knowledge of and tooling required to install wall skin panels utilizing rivet attachments.
- Following all NFC Installation instructions to ensure correct attachment of the footstrip paneling.
-

Installation and anchoring of all Fitness Court® floor equipment including:

- Installation of (6) Plyo Boxes
- Installation of (8) Lunge Steps
- Installation of (2) Bend Stations
- Installation of (2) Sets of Row Stands

Wall Graphics Installation:

- Installation of graphics per [NFC Graphics Alignment Guide](#) and 3M Installation requirements.
- Understanding of and proper use of 3M Primer and 3M edge sealer

Floor Graphics Installation:

- Environmental requirements of and methodology for installation of floor marking vinyl stencils
- Surface prep and application requirements of floor marking paint.
- Masking and painting of all floor graphics including:
 - (7) zone markings
 - (1) agility ladder
 - (2) sets of agility dots
 - All paint and stencils provided by NFC.
 - Installer to have an understanding of the environmental requirements of and methodology for installation of floor marking vinyl stencils as well as the surface preparation and application requirements of floor marking paint.

Completion Photos:

- Provide all required closeout documents and completion photos to site partner and NFC.

Product Specifications and Technical Documents

Installation of the Fitness Court® requires an understanding and compliance with all of the following documents. Additional plans and specifications may also be provided to support site specific details and circumstances.

Site Inspection:

- [Concrete Slab Slope Preferences.pdf](#)
- [Concrete Inspection Form](#)
- [Concrete Inspection Examples](#)

NFC Tile Installation Process

- Understanding the product, Regupol Aktiv Floor Tile
 - [Regupol Aktiv Product Spec CSI](#)
- Understanding the adhesive, Bostik Lock P799 I/O Rubber
 - [Single Part Lock P799 I/O Rubber Adhesive](#)
- Inspect the Concrete Slab
 - [Concrete Slab Preparation](#)
 - [Concrete Best and Worst Practices](#)
- Confirm Spray Lock P3 Industrial Concrete Sealer was Used
 - [Spray-Lock P3 Industrial Spec](#)
 - [Spray-Lock P3 Industrial Data Sheet](#)
 - [Additional information, instructions videos and ordering](#)
- Understanding and follow the NFC Installation Process
 - [Floor Tile Installation Overview](#)
 - [NFC Tile Addendum](#)
 - Confirm surface temperature, porosity, and PH of concrete slab prior to installation of the tile.
 - Use the correct tile layout from the installation manual.

Installation of Fitness Wall & Fitness Equipment:

- [Fitness Court Installation Overview.pdf](#)
- [Simpson AT-3G or equal](#)
- [NFC Installation Manual](#)

Graphics Installation:

- NFC Graphics Alignment Guide
- [Graphics Installation Overview.pdf](#)
- 3M Installations Guidelines

Floor Graphics Installation:

- [Floor Marking Paint Specifications.pdf](#)

Additional Information:

- NFC Product Warranty
- [NFC Maintenance Manual](#)

Fitness Court® Installation Site Partner Requirements

Site Partner to provide the following as part of the Fitness Court® assembly process, unless noted otherwise.

Pre- Installation Site Validation: (By Site Partner / City)

- Site Partner to confirm slab was installed per NFC Installation Manual Prior to arrival of installation team using the NFC Concrete Slab Inspection Form.
- Slab to be swept and cleaned by the site partner prior to the arrival of the installation crew. All power washing should happen 48 hours prior to the installation team's arrival. The installation team will sweep again prior to gluing down any tile.
- Site Partner and Installation team to confirm exact orientation of Fitness Court Wall relative to the concrete slab prior to the beginning of work.

Jobsite Fencing: (By Site Partner)

- Caution Tape & Tall Safety Cones or
- Snow Barrier Type Fencing (Preferred) or
- Chain Link Construction Fencing (If needed for added site security & safety)

Garbage & Recycling Off Haul: (By Site Partner)

- Off haul of / recycling of all waste, cardboard, pallets and crate(s)
- The installation team will clean up the jobsite daily.

Restrooms: (By Site Partner)

- Portable restroom or access to restroom

Electrical Power Source

- Confirm power source to recharge tool batteries if available.

Storage of Graphics & Adhesive: (By Site Partner)

- Safe, environmentally conditioned storage of graphics & adhesive
- Adhesive Note: All of the adhesives have an expiration date. Any Fitness Court stored longer than 9 months from the date of receipt from NFC will need new adhesive per manufacturer's requirements. This applies to the tile adhesives (4-day minimum ship time) and the epoxy adhesives. (Readily available at local hardware stores.) Please consult with your NFC Project Manager to discuss and coordinate the delivery of new adhesive if needed.

Weather / Temperature:

- Site Partner to coordinate installation schedule in alignment with required environmental conditions.
- Ideal temperature ranges between 50 degrees and 85 degrees for a minimum of 24 hours with a relative humidity between 40% and 80%. TILE FLOOR MUST REMAIN DRY AND ABOVE 50 DEGREES FOR A 24 HOUR PERIOD FROM TIME OF INSTALLATION.

Site Staging & Security: (By Site Partner)

- Site Partner and Installer to coordinate overnight storage and security for any items left onsite.
- Provide parking adjacent to concrete slab for installers

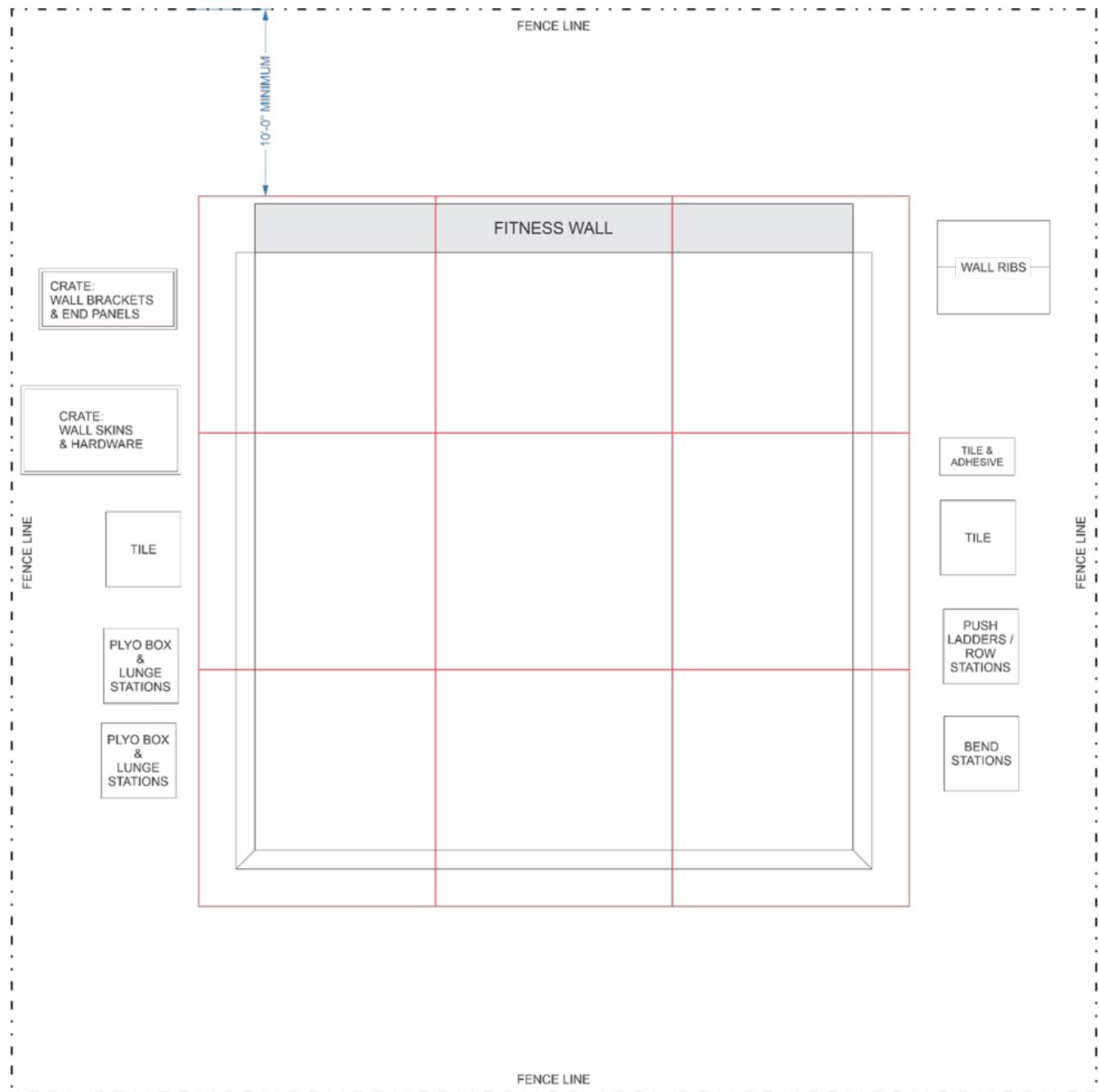
Fitness Court Storage / Site Delivery: (By Site Partner)

- Site partner to bring all items to the installation site. See recommended staging diagram below.
- It is preferred, where possible, that all items are delivered prior to arrival so that the installation crews can shift from one task to the other without delay in case of sudden weather changes etc.

Confirm Inventory of Fitness Court Items: (By Site Partner)

- (21/2) Pallets of Tile including border tile per Fitness Court Floor
 - Client to confirm color of tile
- (6) Buckets of Sports Tile Adhesive per Fitness Court Floor
- (2) Wooden Crate: Contains wall skins and brackets and misc. Equipment & hardware
- (1) Pallet containing (15) Wall Frames
- (1) Pallet containing (2) Bend Stations
- (2) Pallets containing total of (6) Plyo boxes and (8) Lunge Stations
- (1) Pallets containing (4) Row Stands
- (1) Pallets containing (2) Push Ladders

Site Layout Diagram:



Request for References:

Bidders must submit a complete list of four (4) recent jobs performed in the past five (5) years that are similar in size and scope to this project, with contact names and telephone numbers. Please submit these references with their sealed bids.

Bidder: _____

IFB Title: **Installation of Outdoor Fitness Court Equipment** _____

(Fill in the appropriate requirements: for example, all contracts performed within the past five (5) years of similar size and scope to this contract)

1. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Total Contract Amount: \$ _____

Description and date(s) of services provided: _____

2. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Total Contract Amount: \$ _____

Description and date(s) of services provided: _____

3. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Total Contract Amount: \$ _____

Description and date(s) of services provided: _____

4. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Total Contract Amount: \$ _____

Description and date(s) of services provided: _____

PRICE SHEET

City of Methuen
Installation Only of Outdoor Fitness Court
FY26

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with the City of Methuen. It is mutually agreed that the proposed contractor is an independent contractor.

The following price/prices will be for total completion as per bid specifications of the purchase of outdoor fitness court equipment which will be located at 1 Veterans Memorial Park, 123 Milk St., Methuen MA.

Total Price in words: _____

Total price in dollars: \$ _____

Additional information: (optional)

CONTRACTOR _____

ADDRESS _____

TELEPHONE # _____

SIGNATURE _____ DATE _____

PRINT NAME _____

EMAIL _____

CLERK CERTIFICATE
AUTHORIZATION TO SIGN CONTRACT

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.

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to my best knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Signature of Individual
or Corporate Name (Mandatory)

**Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if Applicable)

Date: _____

Print name _____

- The provision in this Certification relating to child support applies only when the Contractor is an individual.
- Approval of a contract or other agreement will not be granted until the City receives a signed copy of this certification.
- Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment of obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C, S. 49A.

STATEMENT OF GOOD STANDING

In accordance with State and Federal regulations, I hereby certify on behalf of

_____ that _____ is not disbarred, suspended or otherwise excluded from receiving funds or bidding on any project by any State or Federal agency.

Signature

Date

Print Name

Title

CERTIFICATE OF NON-COLLUSION

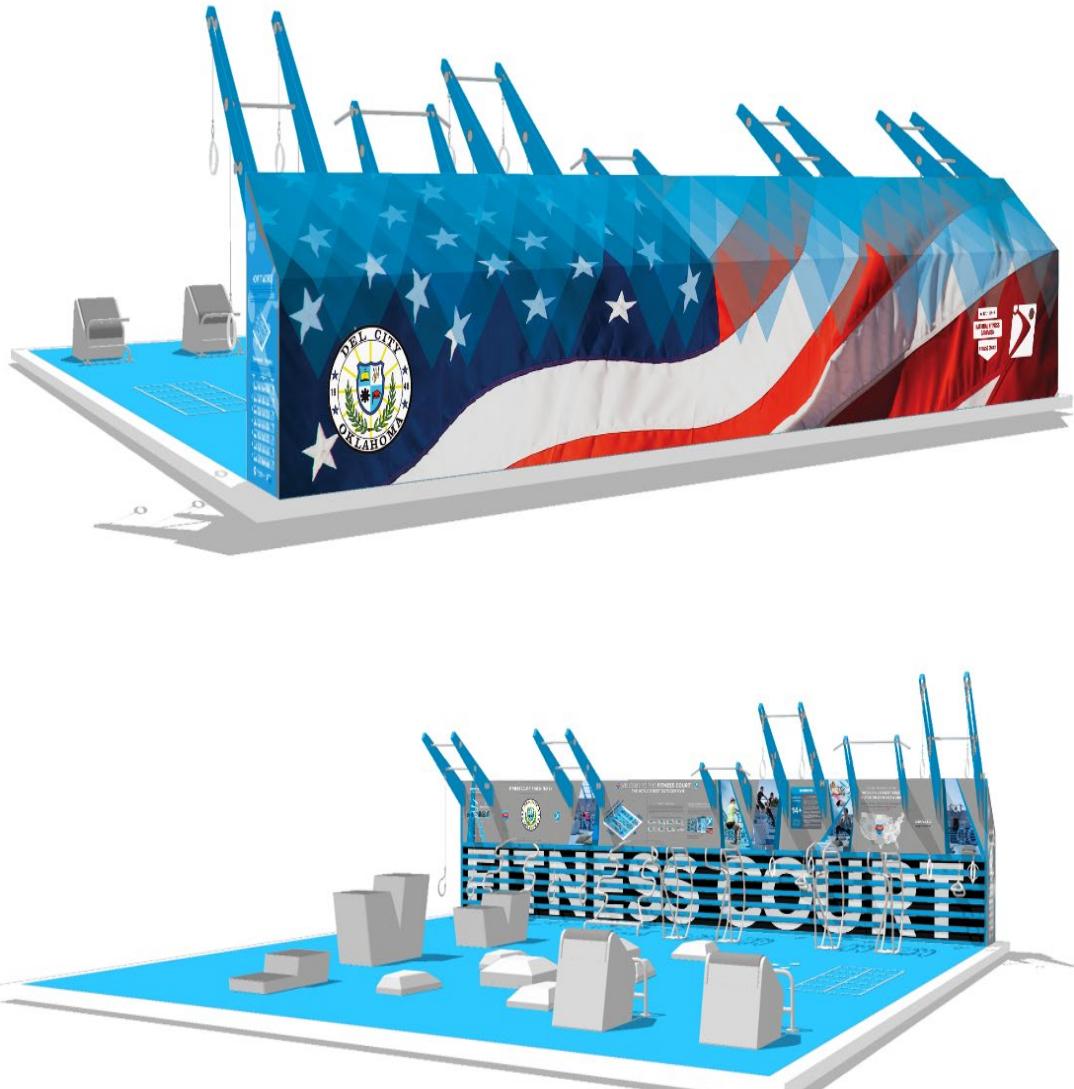
The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of person submitting contract/bid

Print Name

Name of Business

Date



CITY OF METHUEN, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025 by and between the **CITY of METHUEN**, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 41 Pleasant Street, Methuen, Massachusetts 01844, hereinafter referred to as the "CITY", and "**COMPANY**", a corporation, having a usual place of business at company address., hereinafter referred to as the "VENDOR".

WITNESSETH:

WHEREAS, the CITY invited the submission of a proposal to installation only of outdoor fitness equipment; and

WHEREAS, the VENDOR submitted a Proposal to deliver the above required services to complete the Service; and

WHEREAS, the CITY has decided to award the contract therefor to the VENDOR.

NOW, THEREFORE, the CITY and the VENDOR agree as follows:

1. **CONTRACT DOCUMENTS**. The Contract Documents consist of this Agreement and the VENDOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the product/service, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK**. The product/services consist of the installation only of outdoor fitness equipment.
3. **TERM OF CONTRACT**. This Agreement shall be in effect from the date executed above and shall expire three (3) months from the date first above written, subject to appropriation. If no such appropriation is made, then this contract will be voided.
4. **COMPENSATION**. The CITY shall pay \$ _____ as full compensation for the product and/or services furnished and delivered in carrying out this Agreement.
5. **PAYMENT OF COMPENSATION**. The CITY shall make payments within thirty (30) days after its receipt of an invoice along with the certified payroll report & statement of compliance.
6. **LIABILITY OF THE CITY**. The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
7. **INDEPENDENT VENDOR**. The VENDOR acknowledges and agrees that it is acting as an independent VENDOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.

8. **INDEMNIFICATION.** The VENDOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the VENDOR's breach of this Agreement or the negligence or misconduct of the VENDOR, or the VENDOR's agents or employees.
9. **INSURANCE.** A. The VENDOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY, as set forth in Attachment A.

B. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. **ASSIGNMENT.** The VENDOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the CITY.
11. **TERMINATION.** A. **Termination for Cause.** If at any time during the term of this Agreement the CITY determines that the VENDOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the VENDOR in writing stating therein the nature of the alleged breach and directing the VENDOR to cure such breach within ten (10) days. The VENDOR specifically agrees that it shall indemnify, defend and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the VENDOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the VENDOR specifying the effective date of the termination. Upon receipt of said notice, the VENDOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the VENDOR up to the date of such termination, and the VENDOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the VENDOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.

B. **Termination for Convenience.** The CITY may terminate this Agreement at any time for convenience by providing the VENDOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the VENDOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the VENDOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. **INSPECTION AND REPORTS.** Whenever requested, VENDOR shall immediately furnish to the CITY full and complete written reports of the VENDOR's operation under this Contract in such detail and with such information as the CITY may request.
13. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the VENDOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. **COMPLIANCE WITH LAWS.** The VENDOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. **CONFLICT OF INTEREST.** The VENDOR further covenants, in light of the provisions of Chapter 268A of the Massachusetts General Laws, that the VENDOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The VENDOR further covenants that in the performance of this contract no person having any such interest shall be employed by the VENDOR.
16. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the VENDOR submits to the jurisdiction of any of the Commonwealth's appropriate courts for the adjudication of disputes arising out of this Agreement.
19. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, whether written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
20. **FUNDING.** This agreement shall be subject to appropriation per fiscal year. If no such appropriation is made this agreement shall be terminated.
21. Consummation of this contract requires the approval of the Mayor of Methuen and the Methuen City Council prior to engagement of service or supply.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMPANY NAME

CITY OF METHUEN, MA

By its: Mayor, David P. Beauregard, Jr.

Signature

METHUEN PUBLIC WORKS DEPT.

Print Name and Title

Patrick Bower, Director of Public Works

The undersigned, in compliance with City of Methuen Municipal Contract Ordinance Chapter 7, Section 7C, certifies that an appropriation in the amount required for this Contract is available.

Approved as to Form:

Paul T. O'Neill, City Solicitor

Margaret A. Duprey C.A.F.O.
Acct. CIP25 Park Renovations
342-0-0000-000-090-00-0-505008-25001

CLERK CERTIFICATE
AUTHORIZATION TO SIGN CONTRACT

9. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

10. corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)

11. is the duly elected _____
(insert the title of the officer in line 2)

12. 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

13. _____ 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.

14. ATTEST: _____
(Signature of **Clerk or Secretary**)*

*AFFIX CORPORATE
SEAL HERE*

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

16. 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.

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to my best knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and VENDORS, and withholding and remitting child support.

*Signature of Individual
or Corporate Name (Mandatory)

**Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if Applicable)

Date: _____

Print name

- The provision in this Certification relating to child support applies only when the VENDOR is an Individual.
- Approval of a contract or other agreement will not be granted unless the CITY receives a signed copy of this certification.
- Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment of obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C, S. 49A.

STATEMENT OF GOOD STANDING

In accordance with State and Federal regulations, I hereby certify on behalf of

_____ that _____ is not disbarred, suspended or
otherwise excluded from receiving funds or bidding on any project by any State or
Federal agency.

Signature

Date

Print Name

Title

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of person submitting contract/bid

Print Name

Name of Business

Date

1. Insurance:

The Contractor shall obtain and maintain the following insurance:

- a. Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
- b. Broad Form Commercial General Liability coverage with limits of at least \$1 Million per occurrence and \$2 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.
- c. Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of Bodily Injury and Property Damage in the amount of \$1 Million each person/each occurrence or a combined single limit of \$1 Million.
- d. An Excess Umbrella Liability Policy in the amount of \$1 Million adding coverage to all above policies.
- e. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.
- f. All required insurance shall be certified by a duly authorized representative of the insurers on the "MIIA" or "ACORD" Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted to the City prior to commencement of this Agreement.
- g. The City shall be named additional lienholder on the above referenced liability policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.