

**City of Methuen
Cement Slab at 123 Milk St. Veteran's Memorial Park**

The City of Methuen through its Recreation Dept. a division of the Department of Public Works is seeking bids for the installation of a reinforced horizontal cement slab, at 123 Milk St. Veteran's Memorial Park, which will be used as the foundation for an outdoor fitness court. Specifications, price sheet and forms to be used can be found on the City of Methuen's website Methuen.gov/purchasing on Wednesday, October 8, 2025, at 8:00AM. Pricing should include any insurance or bonding that is required. 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 "Cement Slab- 123 Milk St. Recreation Dept." 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 Thursday, October 23, 2025 @ 11:00 AM local time.

ANTICIPATED IFB TIMETABLE

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

IFB issued	Wednesday, October 8, 2025 @ 8:00AM
Site visit	Tuesday, October 14, 2025 @ 10:00 AM
Deadline for submitting questions	Wednesday, October 15, 2025 @ 12:00 Noon
Bids Due	Thursday, October 23, 2025 @11:00 AM
Award of Contract	Estimated around Thursday, November 6, 2025

1. Site Visit

Vendors are strongly suggested to go to a pre-bid Inspection Tuesday, October 14, 2025 @ 10:00 AM at 123 Milk St. Veteran's Memorial Park.

2. 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.

3. 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.

4. 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.

5. Contract Bonds Required

A Performance Bond and a Payment Bond will be required, each in the amount of 100% 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.

6. 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.**

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 there from.

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

<u>Workmen's Compensation:</u>	<u>Statutory Requirements</u>
Employer's Liability:	\$1,000,000
<u>Comprehensive General Liability:</u>	<u>Bodily Injury</u>
Each person/each occurrence:	\$1,000,000
General Aggregate per project:	\$2,000,000 Or a Combined Single Limit of \$2,000,000
	<u>Property Damage</u>
Each Occurrence:	\$1,000,000
General Aggregate per project:	\$2,000,000 Or a Combined Single Limit of \$2,000,000
<u>Comprehensive Automobile Liability:</u>	<u>Bodily Injury</u>
Each person/each occurrence:	\$1,000,000 Or a Combined Single Limit of \$1,000,000
Each occurrence:	<u>Property Damage</u> \$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 hours 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.

B.) Installation Floater

The Contractor is required to be insured for direct physical loss or damage for the total property limit of his portion of the project including while such stock and material is on the job site, temporarily stored off premises, or while in transit. Such coverage should be written on an all-risks basis or equivalent form and shall include, without limitation, insurance against perils of fire

(with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood and earthquake, windstorm, falsework, testing and startup, debris removal. This policy should include Transportation and Stored Material coverage in the amount of the Total Contract Price.

The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the work against fire, theft, or other hazards. Any loss or damage of whatever nature to such material while stored at an offsite location or on city/school property shall be replaced by the contractor at no expense to the Owner.

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

- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) All premium costs shall be included in the Contractor's bid.
- (l) **The City shall be named as an additional insured on the Contractors' General Liability and Excess Umbrella Liability Insurance Policies.**
- (m) The insurance coverage required under this agreement and all renewals shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts. Contractor's insurance policies shall contain only such deductibles as Methuen shall approve, such approval will not be unreasonably withheld or delayed. Duly executed certificates of insurance, or, if required by Methuen, certified copies or duplicate original policies, together with reasonably satisfactory evidence of payment of the premiums, therefore, shall be delivered to Methuen on or immediately after the Commencement Date of the agreement. If Contractor fails to either acquire or maintain the insurance required by this agreement or to pay the premium for such insurance, this agreement shall be terminated.

Contractor assumes all risk and responsibility for and in connection with any and all activities engaged in by Contractor on City property, or by its agents, Contractors, servants or employees, or any other person and shall be solely responsible and answerable in damages for

all accidents or injuries to persons or property, unless caused by and directly attributable to the negligence of Methuen, its agents, servants or employees.

The Contractor who is awarded a contract as a result of this invitation to bid shall provide the City of Methuen with a Certificate of Insurance name the City of Methuen as the Additional Insured.

Contractor shall obtain and keep in force during the term of the contract, general comprehensive public liability insurance insuring Contractor and the City of Methuen, against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon City property or arising out of the use of or occupancy thereof. Said insurance shall be written on an occurrence basis to afford protection in such amount as Methuen shall, from time to time, reasonably determine, which can be up to \$1,000,000.00 combined single limit for personal and bodily injury and death; and for property damage, said insurance shall include a provision for medical payments in the amount of \$500,000.00 per person.

The Contractor shall carry Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts, and such other insurance in such amounts as Methuen may reasonably require from time to time.

The insurance coverage required under this agreement and all renewals shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts. Contractor's insurance policies shall contain only such deductibles as Methuen shall approve, such approval will not be unreasonably withheld or delayed. Duly executed certificates of insurance, or, if required by Methuen, certified copies or duplicate original policies, together with reasonably satisfactory evidence of payment of the premiums, therefore, shall be delivered to Methuen on or immediately after the Commencement Date of the agreement. If Contractor fails to either acquire or maintain the insurance required by this agreement or to pay the premium for such insurance, this agreement shall be terminated.

Contractor assumes all risk and responsibility for and in connection with any and all activities engaged in by Contractor on City property, or by its agents, Contractors, servants or employees, or any other person and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, unless caused by and directly attributable to the negligence of Methuen, its agents, servants or employees

14. Statutory Requirements in General

The Contractor shall keep him/herself 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. He shall at all times him/herself 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.

15. 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.

16. 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.

17. Materials

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.

18. 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.

CONSTRUCTION SPECIFICATIONS

ITEMS

All Items of work in this Contract shall be governed by the "Commonwealth of Massachusetts, Highway Department (MassDOT) Standard Specifications for Highway and Bridges", dated 2024, including the latest supplements and addenda thereto.

Work items are referenced with Item Numbers and Item Descriptions similar to those currently in use by the MassDOT Highway Division. The Methods of Measurement and Bases of Payment for Work Items shall be as called for under the appropriate sections of the MassDOT Standard Specifications

The following items reflect special conditions particular to this project. As such, they amend and/or supplement the provisions governing the Item, as described in the Standard Specifications.

ITEM 151.

GRAVEL BORROW

CUBIC YARD

Work under this Item shall conform to the relevant provisions of Subsection 150 of the Standard Specifications and the following:

GENERAL

This work shall consist of furnishing and placing gravel borrow for the subbase material in areas of full-depth pavement patching, sidewalk, pedestrian curb ramps, and driveways as directed by the City. Material shall be supplied by the Contractor where necessary to replace unsuitable material encountered during all aspects of construction. Gravel borrow used to replace unsuitable material shall be paid for only as requested and directed by the City prior to installation.

Gravel borrow shall conform to Material Specifications M1.03.0 (Type b).

Gravel borrow shall be placed with a maximum lift thickness of 6 inches. Where required, trenches shall be backfilled with approved granular materials and properly compacted to a minimum density of 95 percent of the maximum density as determined by ASTM D1557 (Modified Proctor). All other gravel areas shall be compacted to a minimum density of 95 percent of the maximum density. Any settlements or other defective work and materials shall be promptly repaired or replaced at the Contractor's expense. The density of the compacted fill shall be determined by the ASTM D6938 Nuclear Method or latest ASTM standard.

BASIS OF PAYMENT

Payment for work under this Item shall be at the Contract Unit Price bid per Cubic Yard, which price shall include all labor, materials, equipment, compaction and testing necessary to complete the work of this Item.

ITEM 701.

CEMENT CONCRETE SIDEWALK

CUBIC YARD

The work under these Items shall conform to the relevant provisions of Section 700 of the Standard Specifications and the following:

GENERAL

The work under these Items shall include the furnishing and installing of cement concrete sidewalks, driveway aprons, and pedestrian curb ramps at the locations directed by the City. Any reconstruction of private cement concrete walkways shall be paid for under Item 701.

All work shall conform to the latest MassDOT Construction Standard Details, with the information contained in the Wheelchair Ramp Standard details E107.1.0 to E107.9.0, and the latest ADA and AAB regulations. The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations, and standards.

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope or dimensions less than the minimum dimensions.

All cement concrete sidewalks and pedestrian curb ramps shall be constructed with four (4) inches of cement concrete over eight (8) inches of gravel borrow.

All cement concrete sidewalks at driveways shall be constructed with six (6) inches of cement concrete over eight (8) inches of gravel borrow.

All cement concrete driveways and cement concrete pedestrian curb ramps shall include 3.0 lbs. /cubic yard of fiber reinforcement, Tuf-Strand Max Ten Macro-Synthetic Fibers or approved equal.

All pedestrian curb ramp joints and transition sections, which define grade changes, shall be formed, staked and checked prior to placing cement concrete. All grade changes are to be made at joints. The Contractor is responsible for ensuring that all pedestrian curb ramps are designed to conform to AAB/ADA regulations and are approved by the City. All wheelchair ramps shall have detectable warning panels permanently embedded into the concrete at the bottom of the ramp.

Detectable warning panels shall be installed as shown on the Plans and as detailed in MassDOT Construction Standards detail E 107.6.5, dated October 2017. The panel shall conform to ADA requirements, and color shall be brick red to match City standard.

Sidewalks and Driveway Aprons shall be constructed in accordance with requirements of the latest Standard Specifications. Expansion fillers shall also be used at pours against buildings, walls, or other hard objects. The Contractor shall submit job mix formulas to the City for approval prior to commencing the work. In general, the concrete shall have the 4,000-psi minimum compressive strength at 28 days for Type II cement, a normal weight of 145 pounds cubic feet (pcf) nominal dry density, and $6.5\% \pm 1.5\%$ air entrainment. The concrete slump shall not exceed 5 inches. Delivery slips shall be furnished to the field representative prior to commencing the work, field representative may at any time stop or restrict concrete placing if the mix appears to not meet specifications or appropriate slips are not provided.

ITEMS 701, 701.1, & 701.2 (Continued)

Concrete mix that is deemed unsuitable due to time lapse of delivery, not meeting the required job mix formula, or failing to meet the requirements contained in the Standard Specifications shall be rejected at no additional cost to the City.

The Contractor is responsible for securing areas with curing concrete and shall supply barricades or watchmen, as necessary to prevent defacement of concrete surfaces.

Payment under these Items shall include temporary removal of obstructions (such as fences) for the purposes of forming and pouring sidewalks or driveways that are not specifically paid for under another item.

BASIS OF PAYMENT

Payment under these Items shall be at the Contract Unit Prices bid per Square Yard, which price shall include all labor, equipment, material, excavation, sawcutting, fiber reinforcement where required, expansion joints, protection, finishing, and installing detectable warning panels to meet ADA requirements, complete in place to the satisfaction of the City. No additional payment will be made for the detectable warning panels. Payment under Item 701.1 – Cement Concrete Sidewalk at Driveways and Item 701.2 – Cement Concrete Pedestrian Curb Ramps shall include all necessary transitions as shown on the plans and details. Payments for gravel base shall be paid under Item 151, Gravel Borrow. Compaction of grade and gravel shall be incidental to this item.

ITEM 701.2 REINFORCED CEMENT CONCRETE PAD CUBIC YARD

The work under this Item shall conform to the relevant provisions of Section 900 of the Standard Specifications and the following:

GENERAL

The work under this Item shall include the furnishing and installing of a reinforced cement concrete pad, 38 feet by 38 feet, at the location directed by the City. The pad shall be constructed with proper subbase preparation, vapor barrier installation, reinforcement, and concrete placement in strict compliance with the contract documents.

All work shall conform to the latest MassDOT Standard Specifications for Highways and Bridges, applicable ASTM standards, and the details shown on the construction documents. The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the approved drawings and specifications.

MATERIAL AND CONSTRUCTION REQUIREMENTS

The cement concrete pad shall be constructed with six (6) inches of cement concrete placed over eight (8) inches of gravel borrow conforming to M1.03.0 (Type b).

A 10-mil minimum polyethylene vapor barrier shall be installed between the gravel borrow and the concrete slab, with a minimum 12-inch overlap at all joints.

The concrete shall have a minimum compressive strength of 4,000 psi at 28 days, a normal weight of 145 pounds per cubic foot nominal dry density, $6.5\% \pm 1.5\%$ air entrainment, and a maximum slump of 5 inches. Delivery slips shall be provided to the City prior to concrete placement.

Reinforcement shall consist of Tuf-Strand MaxTen synthetic fibers at a dosage of 1.5 lbs/cubic yard, and 6" x 6" W2.9 x W2.9 welded wire fabric (WWF), placed at mid-depth of the slab and properly supported on chairs to maintain position during placement.

Control joints shall be installed per the construction documents. Construction and expansion joints shall be installed where directed, and all joints shall be formed, staked, and approved prior to concrete placement.

MEASUREMENT AND PAYMENT

Reinforced cement concrete pad will be measured by the cubic yard of in-place concrete. The unit price shall include all labor, equipment, materials, excavation, subbase preparation, vapor barrier, reinforcement, placement, curing, protection, and incidental items necessary to complete the work.

PROPOSAL EVALUATION

Proposals will be evaluated on qualifying information, and award will be made to one responsive, responsible Contractor with the lowest total price.

WORKMANSHIP

Workmanship determined to be below the high standards of this craft will not be accepted and will be corrected and/or replaced as warranted by the Director of Public Works.

GUARANTEE

The successful Contractor will apply his product in adequate thicknesses as to guarantee the ReflectORIZED Pavement Markings will remain visible under normal traffic conditions for a period of time no less than 8 months. Normal traffic conditions shall not include snow plowing, street excavations, or other areas as determined by the Director of Public Works.

JOB SITE

Work locations will be specifically delineated in the field by the Director of Public Works or his authorized representative. No payment will be rendered for any work performed outside the designated areas

PAYMENT

Payment shall be rendered as actually measured in the field by both the Engineer and the Contractor. The Contractor shall submit an itemized bill indicating the footage of pavement marking applied on each street or intersection. Payments for line painting will be made according to the bid price with no consideration if the markings were applied with truck mount or hand operated equipment.

TRAFFIC CONTROL

Police protection shall be provided by the Department of Public Works according to Police Department requirements. It shall be the responsibility of the Contractor to coordinate Police protection with the Police Department (978) 983-8675. The cost for Police details during non-productive time (mechanical breakdown, rain, no show etc.) shall be deducted from the Contractors' bill.

COMPLIANCE WITH MASS. GENERAL LAWS

The successful Contractor is required to pay the prevailing minimum wage rates as determined by the Commissioner of Labor and Industries. Certified payroll records must be submitted with any invoices for payment. Invoices and certified payroll records must be in the name of the bidder.

EXECUTION OF CONTRACT

The prepared contract forms will be sent with the notification of award to the successful Contractor who shall execute and deliver the contract and certificate of insurance to the Department of Public Works within ten days after receipt of the notice of award.

MATERIALS REMOVED AND STACKED

Materials directed to be removed and stacked that are City property shall be removed, transported to, and stacked at the City's designated site. All materials shall be neatly stacked as directed by the City. In addition, all stacked materials shall be signed off by DPW or the appropriate department. When directed by the City to remove and stack materials that are privately owned, said materials shall be removed, transported to, and stacked on the property from which the materials have been removed.

If the City determines that any part of the stacked materials is unsuitable for re-use by the City, such materials shall become the property of the Contractor and he shall properly dispose of them away from the site.

The prices for the various items of this contract shall include full compensation for the work noted above

DISPOSAL OF SURPLUS MATERIALS

All existing and other materials not required or needed for use on the project and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site during the construction period and legally disposed of. No separate payment will be made for this work, but all costs in connection therewith shall be included in the prices bid for the various contract items.

STEEL PLATES IN CONSTRUCTION ZONES

At the end of each working day where trenches in areas of public travel are covered with non-skid surface steel plates (see Subsection 7.09), each edge of such plates shall either be beveled or protected by a slope of 2 feet horizontally to 1 inch vertically. Surfaces shall be non-skid. Any temporary patching material may be used to construct the ramps. The cost of necessary patching materials, pinning and their maintenance and removal, will be considered incidental to the item involved with no separate payment.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall provide necessary access for fire apparatuses and other emergency vehicles through the work zones to abutting properties at all times.

Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under the Contract, and there will be no additional compensation.

The Contractor shall make his own investigation to ensure that no damage to existing structures, drainage lines, traffic signal conduits, or other utilities will occur as a result of his operations.

The Contractor shall notify "Mass. DIG SAFE" and procure a DIG SAFE number of each location prior to disturbing ground in any way.

"DIG-SAFE" Call Center: Telephone 1-888-344-7233

PROTECTION OF UNDERGROUND FACILITIES

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments that control them so as to maintain the services of these structures. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer or City, furnish labor and equipment to work temporarily under the utility owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Department or by the utility owner that suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation, therefore. The Contractor shall be borne the responsibility and cost to coordinate if a pole needs to be secured in place while construction is in progress.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer and/or the City, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the City will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the prices paid for the various Contract items of work and no additional compensation will be allowed, therefore.

NOTICE TO OWNERS OF UTILITIES

Written notice shall be given by the Contractor to all public service corporations or City and State officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Engineer. Before commencing work on service connections, the Contractor shall contact the serving utility to ensure that proper construction procedures are followed.

The following are the names and addresses of some of the agencies that may be affected and must be notified. Completeness of this list is not guaranteed by the City. The Contractor shall ensure that all affected agencies are notified. It will be the Contractor's responsibility to verify this contact information and to notify the City of changes to this list.

Utility Pole Responsibility:

National Grid

Electric:

National Grid
548 Haydenville Road
Leeds, MA 01053
Attn: Sandra Annis
(413)582-7424

Gas:

Eversource Gas
55 Marston Street
Lawrence, MA 01841
Attn: Veena Kothapalli
(978) 691-6409

Telephone:

Verizon
385 Myles Standish Blvd
Taunton, MA 02780
Attn: Karen Mealey
(774) 409-3160

Water:

Methuen Water
124 Cross Street
Methuen, MA 01844
Attn: Daryl Laurenza
(508) 958-1670

Cable:

Comcast
PO Box 6505
Chelmsford, MA 01824
Attn: Wendy Brown
(978) 848-5163

Cable:

AT&T/Teleport Comm. America c/o Siena
Engineering Group
50 Mall Road – Suite 203
Burlington, MA 01803
Attn: Hayleigh Walker
(781) 221-8400 x 7023

DPW:

Methuen DPW-Engineering Department
41 Pleasant Street
Methuen, MA 01844
Attn: Steve Gagnon
(508) 509-2181

DPW:

Methuen DPW-Public Works
10 Ditson Place
Methuen, MA 01844
Attn: Felix Garcia Jr., PE
(978) 802-8001

The Contractor shall provide a contact list of contractor personnel who can be notified in the event of an emergency to the Engineer, Public Works Department, and Police and Fire Departments. The list shall have the names and telephone numbers of personnel available 24 hours a day, 7 days a week for the duration of the field work. The list shall be kept current and shall include secondary contacts as needed to ensure that

an authorized person is available at all times to mobilize crews as required to respond to emergencies. If contacted directly by emergency response personnel, the Contractor shall immediately notify the City and/or Engineer.

The Contractor will cooperate fully with all private and public utility companies and will notify all such companies at least 24 hours prior to excavating in the vicinity of any utility. It is understood that the Contractor has considered in his bid the existence of the various utilities and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference by said utilities.

PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, railroad, sidewalks, walls or other structures, shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments that control them so that the services of these structures shall be maintained. Whatever measures are necessary to protect these lines during work shall be included in the Contract unit price for the items involved.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the City and/or Engineer, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the City and/or Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

He shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect and shall leave them in the same condition as they existed prior to the commencement of work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the City or Engineer, furnish labor and equipment to work temporarily under the utility owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the City or by the utility owner that suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation, therefore.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in protecting or repairing utilities and property as specified in this section shall be considered incidental to the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

The Contractor shall be also required to furnish all labor, materials, and equipment necessary to protect underground structures and electrical vaults within the project site from construction debris and water penetration. When underground structures or electrical vault roofs are excavated, the Contractor shall be responsible for maintaining security of these structures or electrical vaults against unauthorized access. The Contractor shall be responsible for leaving the structures and vaults in a state of water tightness equal to that existing at the commencement of the contract.

The Contractor shall pay the serving utility for their services rendered for the connection of underground service connection.

PRECAUTIONS UNDER POWER LINES

The Contractor's attention is directed to the AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to construction equipment clearances at overhead electric lines, which states in part "...the minimum clearance between the lines and any part of the crane or load must be at least ten feet from lines rated 50 KV or below, and greater distances for higher voltage.

For the protection of personnel and equipment, the Contractor shall be aware of this regulation, especially during paving operations using large semi-trailer vehicles.

PROPERTY BOUNDS

The Contractor shall exercise due care when working around all property bounds that are to remain. Should any damage to a bound result from the actions of the Contractor, the bound shall be accurately replaced and/or realigned by the Contractor as required by the Engineer. The Contractor shall employ a Land Surveyor registered in Massachusetts to perform this work. No further compensation will be due the Contractor for the materials and labor required to re-establish a bound disturbed by the Contractor unless otherwise noted herein.

DRAINAGE SYSTEM

It shall be the Contractor's responsibility to maintain a proper drainage system at all times in the areas under construction. Existing drainage shall not be taken out of service without prior written notice to the City. All pipes and structures installed as part of this Contract shall be left in a clean and operable condition at the completion of the work. Drainage pipes and structures requiring cleaning as a result of accumulations from construction operations shall be cleaned of debris within one (1) week after the surface course pavement has been placed.

Drainage castings in new pavement areas shall be installed at base or binder course grade, as directed by the City, and reset to the proposed finish surface grade prior to placement of the pavement surface course. All existing pipes to be abandoned shall be plugged with brick masonry not less than 8" in thickness in conformance with the MassDOT Standard Specifications, Section 201.62.

No separate payment will be made for sawcutting required for installation of drainage pipe trenches and structures. All such costs shall be taken as included in the unit prices bid for the various pipe items.

No separate payment will be made for the maintenance of the existing drainage system, for plugging of pipes, or for cleaning and disposal of material from impacted drainage structures and pipes (unless otherwise provided for under this Contract), but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

DRAINAGE STRUCTURES

Existing drainage structures shall be replaced with new or rebuilt as directed by the City. Where an existing clay pipe is to be connected into a new drainage structure, a plastic pipe with the same diameter shall be used with a rubber boot-type fitting with stainless steel strapping.

Where new pipe is shown on the drawings to be connected into an existing drainage structure to remain, the existing structure shall be first cleaned to remove all mud, debris, and other material. The existing

structure wall shall be carefully and neatly cut to provide the minimum size opening required for the insertion of the new pipe. The proposed pipe end shall be set or cut off flush with the inside face of the existing structure wall and the remaining space around the pipe completely filled with cement grout for the full thickness of the structure wall.

Existing shaped inverts shall be reconstructed as necessary to provide a smooth and uniform flow channel from the new pipe through the existing structure.

No separate payment will be made for the cost of connecting new pipes into existing structures, cleaning and proper disposal of material and necessary alterations of existing structures, but all such costs shall be taken as included in the unit prices bid for the various pipe items. In addition, no separate cost will be made for existing frame and grate (or cover) to be removed and stacked but shall be made incidental to the appropriate drainage structure items, whether it be adjusted, change in type, remodeled, abandoned, removed or proposed.

ENVIRONMENTAL CONTROLS

All construction equipment shall be fitted with suitable muffling devices so that the noise from construction operations shall be properly controlled. The Contractor shall control all dirt, dust erosion, and other related construction emissions from the project to the satisfaction of the City.

SAWCUTTING

Sawcuts shall be made in the existing pavement at areas of new or reset curb, limits of full-depth pavement construction, limits of box widening, cement concrete pavement, sidewalk construction, limits of work, and as directed by the City. Payment for this work shall be included in the unit prices under the applicable items without additional compensation.

The work under sawcuts shall conform to the relevant provisions of Section 480 of the Standard Specifications and the following:

Sawcutting equipment shall be approved by the City prior to commencing work.

All edges of excavations made in existing pavements, driveways, and sidewalks that will not be overlaid and that will be visible shall be squared by sawcutting with power-driven tools to provide a neat, clean edge for joining new pavements and sidewalks. Ragged, uneven edges shall not be accepted. Areas that have been broken or undermined shall be edged neatly with a minimum disturbance to remaining pavement or sidewalks.

Sawcut surfaces shall be sprayed or painted with a uniform thin coat of RS-1 asphalt emulsion immediately before placement of hot mix asphalt against the surface.

No separate payment will be made for sawcutting required for installation of drainage and water pipe trenches, structures, conduit trench, and permanent utility trenches, but all costs in connection therewith shall be included in the unit price bids for applicable items.

CONCURRENT WORK BY OTHERS WITHIN PROJECT LIMITS

Concurrent work may be in progress in the project area by others, including, but not limited to, the City and various utility companies. The Contractor is required to coordinate his activities with all work by others within and adjacent to the project limits.

No additional payments will be allowed for any disruption of work schedule caused by or required to coordinate work in this contract and work to be performed by others.

LAYDOWN AREA

The City will not be providing a laydown area to the Contractor for his use on this project. The Contractor shall be required to make his own arrangements and consider this in the delivery of materials. The Contractor shall not be allowed to use existing parking spaces for his operations unless otherwise approved by the City. All laydown areas shall be reported and approved by the City without exception.

WORK SCHEDULE

In general, and unless otherwise agreed to by the City, the permissible active work periods shall be from Notice to Proceed to a winter shut down on Friday, November 1, 2024, at which time all work shall be completed.

The Contractor's work shall be completed using a maximum of five on-site working days. A working day shall be construed as an eight-hour day.

Except as noted below, work shall be restricted to 7:30 AM to 4:00 PM, eight-hour day, five-day week with the Prime Contractor and all Subcontractors working on the same shift. No work, including the setting up and taking down of work zone traffic control devices, shall be done within existing roadways before 7:00 AM or after 5:00 PM, unless otherwise approved by the City. Work shall be permitted in areas outside and off the roadway during these periods. No hot mix asphalt will be placed after November 1st, unless approved in writing by the City.

The City at any time may revise and restrict work hours along and adjacent to schools to accommodate school schedules.

No work shall be done on this Contract on Saturdays, Sundays, or holidays without prior approval by the City. Work will not be allowed the day before or the day after a long weekend that involves a holiday without prior approval by the City.

The Contractor shall prepare and submit to the City a proposed work schedule and traffic management plan that complies with the Contract Documents. No work shall start until the City's approval of the schedule is received. This schedule will be updated at least once a month for the duration of the contract. The Contractor shall notify the City at least 14 days before construction starts.

In general, the Contractor shall perform the work in accordance with the following minimum requirements:

- Roadways must remain accessible throughout the construction for emergency apparatuses, businesses, and residents at all times unless previously approved by the City.
- One lane of traffic in each direction of travel must be maintained on all streets at all times, except where otherwise approved by the City in advance.

- A sidewalk shall remain open on at least one side of the roadway at all times.
- Contractor shall be required to phase sidewalk reconstruction so as to minimize motorist and pedestrian inconvenience.
- Work at intersections shall be undertaken so as to maintain all existing turning movements.
- Pedestrian and vehicular access to all abutting properties shall be maintained except for very short periods of time. When it is necessary to deny access to a property, the City shall be informed at least 48 hours in advance.

TEMPORARY FENCE

The Contractor shall erect temporary fencing as required to secure the work site for the purpose of public safety. The work shall include furnishing, installing, maintaining, removing, resetting, and final removal of fencing. The fence shall be used to close off the construction area from adjacent sidewalks and public ways, whose use conflicts with the construction activities. All work to furnish, install, relocate and remove temporary fencing shall be considered incidental, and no separate payment will be made.

TREE PROTECTION

Contractors shall provide temporary tree protection fence to protect existing trees, shrubs, and other plant materials located within the sidewalk and roadway construction as directed by the City. The work shall include furnishing, installing, maintaining, removing, resetting, and final removal of tree protection fence. The fence shall be used to protect individual trees within the construction activities. Fences and temporary fence posts shall be subject to the approval of the City. Fencing for individual plants shall be polyethylene fencing or chain link fence. Staking for individual tree protection fencing shall be 2x4 inch stock, as directed and approved by the City. All work to furnish, install, and remove temporary tree protection fencing shall be paid for under Items 102.511 and 102.521.

PROTECTION OF PRIVATE PROPERTY

The Contractor shall identify and report any private property features (e.g., walls, fences, steps) that are in apparent disrepair prior to commencing any adjacent work. Contractor shall document the existing area of concern with the field representative and the City. The field representative and/or the City will direct the Contractor on necessary precautions that need to be considered prior to performing the work. If the field representative and City agree that the risk is too high for the work to be completed without adversely damaging private property, work shall be removed from the scope of services if and only approved by the City. The City may direct the Contractor to delay the work to allow notice to be given to the property owner to repair or safely support their infrastructure prior to commencing the contracted work. Failure to notify the field representative and the City of any existing conditions in disrepair may result in the Contractor taking ownership and responsibility of the satisfactory repair to any damage caused by the work.

SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS

Safety controls for construction operations shall be provided in accordance with the relevant provisions of Section 850 of the Standard Specifications, the Manual on Uniform Traffic Control Devices (MUTCD), the Traffic Management Plan, and the following:

Unless otherwise provided for by specific items of this Contract, the provision of safety controls for construction operations shall be considered incidental to this Contract, with the cost for these safety controls considered to be included in the various unit bid prices of this Contract. No compensation shall be made for the provision of traffic cones or other devices for which items are not provided for in the Contract.

Positioning, adjusting and re-positioning of all devices, such as traffic cones, high-level warning devices, arrow boards, and temporary barriers, shall be considered incidental to the various items of this Contract with no separate payment made.

All safety signing, temporary pavement markings, reflectorized and lighted drums, and all other safety controls used for construction operations shall conform to NCHRP Report 350 and the latest edition of the MUTCD, including all amendments.

OPEN EXCAVATIONS

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons and damage to property. The length of an open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the City. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, special construction procedures shall be taken, such as limiting the length of open trench or requiring that the trench not remain open overnight.

EXECUTION OF WORK

All employees employed on the worksite, or in work subject to the proposal, must have successfully completed at least ten hours of OSHA training.

END OF SECTION

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BASE BID ITEMS

Item No.	Est. Qty.	Item Description	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
151.	43	GRAVEL BORROW At _____ _____ _____				
		Per Cubic Yard				
701.	10	CEMENT CONCRETE SIDEWALK At _____ _____				
		Per Cubic Yard				
701.2	30	CEMENT CONCRETE PAD At _____ _____				
		Per Cubic Yard				

(Note: All entries in the entire BID must be made clearly and in ink; price bid must be written in both words and figures.)

TOTAL OF BASE BID:

\$ _____ **Dollars and** _____ **cents** _____

Addenda Acknowledgements: _____

Company Name: _____

Contractor Signature: _____ Date: _____

Contractor name (Printed): _____

Address: _____

Telephone Number: _____

Email address: _____

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 NAME** 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 Bid for the installation of a concrete slab for outdoor fitness court; and

WHEREAS, the VENDOR submitted a Proposal to deliver the above required product/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. To the extent, if at all, that any term or condition in the first four (4) pages of this Agreement conflicts with any term or condition in the VENDOR's proposal, the terms and conditions in the first four pages of this Agreement control.
2. **THE WORK**. The product/services consist of a Bid for the installation of a concrete slab for outdoor fitness court.
3. **TERM OF CONTRACT**. This Agreement shall be in effect from the date executed above and shall expire one (1) year 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 \$00,000.00 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. Certified Payroll Report and Statement of Compliance **must** be included with the invoice.
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

Signature

Print Name and Title

Approved as to Form:

Paul T. O'Neill, City Solicitor

CITY OF METHUEN, MA

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

METHUEN PUBLIC WORKS

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.

Margaret A. Duprey C.A.F.O.
Acct.

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
of 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 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

ATTACHMENT A

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.