



## **CITY OF EVERETT**

25-12 PIERCE MANUFACTURING TRUCK MAINTENANCE, REPAIR SERVICES AND INSTALL OF  
ACCESSORIES  
INVITATION FOR BID (IFB)

September 18, 2024



## NOTICE TO CONTRACTORS

### 25-12 Pierce Manufacturing Truck Maintenance, Repair Services and install of accessories

Pursuant to MGL c. 30B, the Chief Procurement Officer for the City of Everett is soliciting sealed bids from qualified contractors to provide maintenance, repair services and install accessories for Pierce Manufacturing Fire Trucks. Vendor must be a factory authorized repair center for Pierce Manufacturing.

All inquiries concerning this IFB must be submitted in writing and addressed to:  
Allison.jenkins@ci.everett.ma.us

All bid documents will be posted to the City Of Everett's webpage Purchasing - Everett, MA - Official Website  
[Purchasing - Everett, MA - Official Website \(cityofeverett.com\)](http://cityofeverett.com)

All bids must be returned to:

City Of Everett  
Purchasing Department, Room 14,  
484 Broadway  
Everett, MA 02149

On or before **11:30 am on October 9, 2024**, at which time they will be publicly opened and read aloud.

This bid and contract are solicited under MGL c. 30B.

The City reserves the right to reject any or all bids and waive informalities if deemed to be in the best interest of the City Of Everett.

#### I. GENERAL CONDITIONS

1. Attention of all bidders is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.

2. Bid forms shall be submitted to the Purchasing Department, Room 14, 484 Broadway, Everett, MA 02149, on or before 11:30 am on October 9, 2024. Each bid shall be in a sealed envelope, clearly marked on the outside of the envelope "**25-12 Pierce Manufacturing Truck Maintenance, Repair Services and install of accessories** " and the name and address of the bidder.
3. The bidder shall sign the response correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the response will sign the document.
4. Bid forms shall be completely filled in. Bids which are incomplete, conditional or obscure will be rejected.
5. No award will be made to any bidder who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications.
6. Bidders may correct, modify or withdraw the original responses before the bids are due. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the response will not be accepted. A bidder who wishes to withdraw a response must make a request in writing before the date and time of acceptance.
7. Any bid received after the date and time stated in the bid document will be deemed non-responsive and shall not be opened.
8. Bids will be publicly opened and read at the date and time stated in the bid. All interested parties are invited to be present.
9. No award will be made to any bidder who cannot satisfy the City that they have sufficient ability and experience in this class of work and sufficient capital to enable him to execute and complete the work successfully.
10. At the time of the opening of bids, each bidder shall be presumed to have read and be thoroughly familiar with these documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no relieve any bidder from any obligation in respect to his/her bid.
11. Each bidder shall acknowledge receipt of any and all addendum issued to the IFB by indicating on the bid form. Failure to do so shall be cause to reject the bid as being non-responsive.
12. It is understood that the firm/individual's bid will remain valid for 90 days past the submission deadline.
13. The contract will be awarded, subject to the availability of funds, to the lowest responsive, responsible bidder.
14. The City may cancel this IFB, in whole or in part, or may reject all bids submitted in response to this IFB if it is determined to be in the best interest of the City.

15. The Bidder's attention is directed to all applicable Federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over bid/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
16. The successful bidder must be licensed or incorporated to do business in the state of Massachusetts.
17. If services are deemed to be unsatisfactory to the City and are in violation of the General and/or detailed specifications, the City shall notify the said bidder. If mutually agreeable arrangement cannot be achieved between the City and the bidder, the terms of the contract will be terminated.
18. Non-Appropriation of Funds Clause: Funding for the resulting contract from this IFB is subject to yearly appropriation. If the City does not appropriate funds for the stated purpose of this project, the contract will be terminated at no additional cost to the City.

## **II. TERMS AND CONDITIONS**

1. **TERM OF CONTRACT:** The performance period for this contract is inception through October 30, 2025, with the option to renew for up to two additional years, in one-year increments, at the sole discretion of the City of Everett.
2. **ASSIGNMENTS AND SUBCONTRACTING:** The selected vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City. The successful bidder shall be fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
3. **PAYMENT:** The City shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract number. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City of Everett. The Successful Bidder shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the application provisions of the Contract for the improvements embraced in the site preparation.

Invoicing for all work must be done weekly and must be accompanied by copies of original bills for material used. Billing must separate labor costs in hourly increments and itemize materials.

### **d. INSURANCE REQUIREMENTS:**

The vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth in this IFB, with the exception of Workers Compensation coverage, the City of Everett shall be named as an additional insured on all policies of insurance.

#### **Workers Compensation Required Statutory Limits**

General Liability Combined single limit of \$1,000,000. Bodily Injury, Personal Injury, Property Damage, and Contractual Liability coverage.

Auto Liability coverage for Owned, Non-Owned, and Hired automobiles in an amount of not less than \$1,000,000. Combined Single Bodily Injury and Property Damage.

Umbrella Liability in an amount of not less than \$1,000,000 per occurrence.

Professional Liability coverage in an amount of not less than \$1,000,000, annual aggregate applicable to this project. If such coverage is underwritten on a Claims-made basis, coverage must be maintained for a period of three (3) years from the completion of the contract.

At the request of the City, a Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the City prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the City shall require.

All costs associated insurance will be included within the bid offered. No payments for insurance costs will be borne by the City of Everett.

e. CHANGE ORDERS AND ADJUSTMENTS: Any request for a change order or adjustment must be submitted in writing and contain, an explanation of the need for the change order, a statement of work including a cost breakdown of each addition, and a statement that the change order is in the best interest of the awarding authority.

f. INDEMNIFICATION: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

g. FEDERAL AND STATE LAW: The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances as if they have been incorporated in full.

h. STATEMENT OF WORK: Except as otherwise specifically stated in the bid and contract documents the selected contractor shall secure, at its own expense, all necessary permits and licenses and comply with all city and state codes and regulations. The selected contractor shall provide and pay for all materials, equipment, labor and tools.

### III. BID SPECIFICATIONS

#### SCOPE OF SERVICES

The Contractor shall provide all management, supervision, parts and labor necessary to provide vehicle maintenance, repair services and install accessories as needed for **Pierce Manufacturing Trucks**.

The Fire or Fleet Department will notify the contractor that there is a vehicle needing repairs and the contractor will respond within 24 hours.

- All City and School Departments may use this contract as needed for **Pierce Manufacturing Trucks**. The vendor shall perform services for all City Departments according to the specifications in this bid document and invoice the department directly.

#### Equipment for Auto repair

- The **Pierce Manufacturing Truck** repair shop shall have modern equipment and current technical reference materials to show the shop is up to the date with technology. The shop will need a three-dimensional measuring system to measure the height, width and length of the vehicles structure.

All parts must be new and purchased from the original equipment manufacturer or authorized dealer.

- a. Cleanliness for Auto Repair - The auto repair shall be clean, neat and well-lit. Cleanliness is essential.
- b. Professionalism & Training for Auto Repair - The contractors shall offer a written warranty on their workmanship . The heavy-duty truck-repair shop must be staffed with properly trained employees.
- c. Report for Truck Repairs - The repair shop shall inspect the vehicle and provide an estimate before starting the repairs. The estimate must explain in detail, how it will be repaired. The City will review the estimate and provide written authorization to proceed.
- d. Payments for Truck Repairs - Invoicing is accurate and conforms with bid requirements and is sent directly to the Everett DPW Fleet Department, 19 Norman Street, Everett, MA 02149. All invoice rates shall comply with the price proposal submitted with this bid.

The actual invoice shall include line item detailed with information including the cost of the parts and the number of hours required for labor.

#### e. Delivery

No mileage charges, fuel surcharges shall be allowed for any and all repair work. There shall be no pick-up, delivery or transport charges for repair work.

#### Pricing for Parts/Materials

Parts and Materials may only contain the markup % as offered within this bid. The City may purchase parts that as part of this contract at the mark up indicated for repairs done by City staff at the City owned facility.

All parts must carry a standard manufacturer's warranty.

#### EACH BID MUST BE ADDRESSED TO:

City of Everett  
Attn: Purchasing Department - Room 14  
Bid 25-12  
484 Broadway  
Everett, MA 02149

#### EACH BID MUST CONTAIN:

- Contractor's Price Proposal (Form of General Bid)
- Certificates As To Corporate Bidder (if applicable),
- Non-Collusion Certification
- Tax Compliance Certification
- Qualification and Reference Statement

The City reserves the right to make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the City all such information and data for this purpose as the City may require. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is responsible and qualified to carry out and to complete the work of the contract. Bidders are required to submit a completed qualification statement, for work performed during the last five-year period, on the attached Qualification and Reference Statement.

If the contract is awarded, it will be awarded to the lowest responsible and eligible bidder. In determining RESPONSIBILITY AND QUALIFICATIONS, the prospective contractor must submit the names of THREE OR MORE references for whom the contractor shall have performed the type of work, described in the scope of Services, within the last five-year period. In this regard, the submittal with his bid of the completed and signed Qualification and Reference Statement is mandatory.

The LOWEST GRAND TOTAL PRICE shall be determined by comparing the sum of the TOTAL DOLLARS AND CENTS price. The TOTAL DOLLARS AND CENTS price shall be determined by multiplying the estimated quantities by its UNIT BID PRICE.

**NOTE: THE SPECIFIED QUANTITIES ARE ESTIMATES OF REQUIREMENTS FOR USE IN COMPARING BIDS: THE CITY OF EVERETT DOES NOT GUARANTEE THAT THESE QUANTITIES WILL ULTIMATELY BE REQUIRED.**

In the event there is a discrepancy in the Form of General Bid between the unit price written in words and that in figures, the unit price written in words shall govern. The City of Everett reserves the right to waive any non-material informalities and errors in the bid.

In determining RESPONSIBILITY, the City will require the prospective contractor to show proof that he has sufficient equipment, equipment operators and a sufficient number of qualified and experienced employees to properly and efficiently accomplish the proposed work. The City may do a thorough investigation into references beyond references given.

By submitting his bid, the bidder agrees to execute the contract, provide insurance certificates and to commence work within the time limits stated in the Contract Documents. In the event the successful bidder fails or neglects to execute the contract and provide certificates in the prescribed time, the City, at its sole option, may determine that the bidder has abandoned the contract, that his bid and acceptance are null and void. The City may cancel the award to that bidder and re-award the contract to another.

## FORM OF GENERAL BID

### 25-12 Pierce Manufacturing Truck Maintenance, Repair Services and install of accessories

To - The City Of Everett, acting by its Mayor, as Awarding Authority.

A. The undersigned proposes to furnish all labor, materials and equipment to do all necessary work under this contract for the City of Everett, Massachusetts acting by its Mayor and in accordance with the accompanying specifications provided by the Fire Department, Everett, Massachusetts for the sum specified below, subject to additions and deductions according to the contract document and in all respects according to the terms thereof.

B. The undersigned declares that no person in the employ of said City has any pecuniary interest in this proposal or in the contract for the work he proposes to do and that he understands and agrees that the City, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans relating to the work and that if any have been given or made they are to be considered solely as a base for filling out and comparing the several proposals.

C. The undersigned agrees that he will within seven (7) days, Sundays and holidays excluded, after receipt of a notice of award by the Department of Public Works, execute the contract and furnish the required insurance certificates and vendor form, as required by the contract documents, the premiums for which are to be paid by the contractor and are included in the contract price.

D. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder.

This Bid Includes Addenda Through No.: \_\_\_\_\_

Name of Firm Bidding: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Fed. ID No.: \_\_\_\_\_

Tel. No.: \_\_\_\_\_; Fax No.: \_\_\_\_\_

EMAIL Address: \_\_\_\_\_

#### Instructions for filing out Bid Form

The number of hours (600) and the \$60,000 listed in materials for parts are estimates used to compare bids.

#### HOURLY RATES:

Job Title	Estimated Hours	Hourly Rate	Total
<i>Example</i>	<i>150</i>	<i>\$ 100</i>	<i>\$ 15,000</i>
Mechanic	450	\$	\$
Oil Tech	150	\$	\$
<b>Total</b>			<b>\$</b>



**MATERIALS MARK-UP:** Materials mark-up is the % you will charge the City above the fee you paid for the materials.

\$60,000 x \_\_\_\_\_ % mark-up = \$ \_\_\_\_\_

*Example: \$60,000 x 10% mark-up = \$6,000*

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Total Hourly Rates + Materials + Materials Mark-up = Total Bid

*Example: \$15,000 + \$60,000 + \$6,000 = \$81,000*

Total \_\_\_\_\_ \$ \_\_\_\_\_  
(written) (figures)

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signed Name) (Date)

\_\_\_\_\_  
(Printed Name) (Title)

**CERTIFICATE OF AUTHORITY**

*Please complete if you are a corporate bidder only*

I \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the Corporation named as bidder in the within Bid Form: that  
\_\_\_\_\_ who signed said Bid Form on behalf of the Bidder was  
then \_\_\_\_\_ of said Corporation, that I know his signature and that his  
signature thereto is genuine and that said Bid Form was duly signed, sealed and executed for and in behalf of said  
Corporation by authority of its governing body. (Corporate Seal)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## MINIMUM REQUIREMENTS

### Quality Requirements for Pierce Truck Install and Repairs

The following Quality Requirements are for all bidders submitting a bid for Pierce Truck Install and Repair Services (1-6). If bidding on Pierce Truck Repair Services, please circle Yes or No for each of the following Quality Requirements. A "NO" response or failure to respond to any of the following will result in rejection of your bid.

The City of Everett will reject any bid that does not meet the quality requirements.

1. The bidder has been providing Pierce Install and Truck Repair Services similar to those described in this IFB to commercial businesses for a minimum of twelve months.  Yes  No
  
3. Bidder is a Certified ASE Repair Center. Bidder needs to be FACTORY AUTHORIZED REPAIR CENTER for Pierce Vehicles and be able to cover ALL warranty work at no charge  
 Yes  No
  
3. Bidder has a secure facility to ensure proper security is provided for all City vehicles.  
 Yes  No
  
4. The bidder's Install and Repair facility is located in Everett or within 15 miles of Everett City Hall.  
 Yes  No

**CITY OF EVERETT  
QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ NO \_\_\_\_\_ YES, IF YES DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO - IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT, if applicable:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #:( \_\_\_\_\_ ) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

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PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #:( \_\_\_\_\_ )  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

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PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #:( \_\_\_\_\_ )  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

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PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #:( \_\_\_\_\_ )  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

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10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**CITY OF EVERETT  
CERTIFICATE OF NON-COLLUSION**

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The undersigned certifies under 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.

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(Signature of Authorized Individual)

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(Printed Name of person signing)

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(Name of business)

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(Date)

**CITY OF EVERETT**  
**CERTIFICATE OF TAX PAYMENT**

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Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

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(Signature of Authorized Individual)

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(Printed Name of person signing)

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(Name of business)

---

(Date)

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Social Security Number or  
Federal Identification Number

# CONTRACT FOR SERVICES

## CITY OF EVERETT, MASSACHUSETTS

### AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY of EVERETT, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 484 Broadway, Everett, Massachusetts, hereinafter referred to as the “CITY”, and \_\_\_\_\_, a \_\_\_\_\_ corporation having a usual place of business at \_\_\_\_\_, hereinafter referred to as the “CONTRACTOR”.

### WITNESSETH:

WHEREAS, the CITY invited the submission of proposals for the purchase and delivery of \_\_\_\_\_, hereinafter the “Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

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

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders, and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of \_\_\_\_\_, as more fully described in the Contract Documents as defined above.
3. MAYOR OF CONTRACT. This Agreement shall be in effect from \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
  - A. The CITY shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$\_\_\_\_\_.
  - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the CITY from any and all claims and liabilities under this Agreement.
  - C. Neither the CITY's review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the CITY under the Agreement or any cause of action arising out of the performance of the Agreement.
  - D. The CITY shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The CITY shall make payments within thirty (30) days after its receipt of 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 CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor 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 CONTRACTOR 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 CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the Mayor 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 below:

General Liability	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance  
Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance	
Minimum Coverage	\$1,000,000 per occurrence

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 CONTRACTOR 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 moneys 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 Mayor of this Agreement the CITY determines that the CONTRACTOR 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 CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify 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 CONTRACTOR 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 CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR 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 CONTRACTOR up to the date of such termination, and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR 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. The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of its operation under this Contract in such detail and with such information as the CITY may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the CITY harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR 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.
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 Mayor 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 CONTRACTOR submits to the jurisdiction of any of its 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, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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

**CONSULTANT:**

\_\_\_\_\_  
Date Signed

**CITY OF EVERETT, MA:**

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Allison Jenkins  
Chief Procurement Officer  
Date Signed

I certify that an appropriation is available in the amount of this Contract.

\_\_\_\_\_  
Eric Demas  
City Auditor/Chief Financial Officer  
Date Signed

Approved as to form

\_\_\_\_\_  
Colleen Mejia, Esq.  
City Solicitor  
Date Signed

\_\_\_\_\_  
Carlo DeMaria  
Mayor  
Date Signed