

CITY OF EVERETT, MASSACHUSETTS



INVITATION FOR SEALED BIDS

PLD-27-42I

Everett Square Improvement Project –

Concrete and Brick Paver Procurement

Release Date: Wednesday, October 7th, 2026

Responses Due: Thursday, October 22nd, 2026 at 2:00PM

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1. Introduction

The City of Everett is seeking sealed bids for the purchase of construction materials for Item 706.2 – Vehicular Concrete Unit Pavers, Item 706.3 – Concrete Unit Pavers (Pedestrian), Item 706. 5 – Permeable Concrete Unit Pavers, and Item 706.6 Permeable Brick Pavers.

This procurement is conducted pursuant to M.G.L. c.30, §39M (public works construction materials), or M.G.L. c.30B, §5 (materials-only sealed bids), whichever is applicable to the project.

Rule of Award: The City will award the contract to the lowest responsible and responsive bidder. This IFB is for construction materials only. No labor is included in this procurement.

2. Scope of Work

The materials under this item will conform to the applicable provisions of Section 700 of the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges 2026 Edition Division.

NO substitutions will be accepted without prior written approval from the City.

Source Limitations and Quality Assurance

Vehicular Concrete Unit Pavers

Obtain each type of concrete unit paver from one source with resources to provide materials and products of consistent quality in appearance and physical properties, including the capacity to cut and finish (fabricate) material without delaying the progress of the Work.

Concrete Unit Pavers (Pedestrian) and Permeable Concrete Unit Paving

Manufacturer have at least ten years of experience manufacturing interlocking concrete pavers on projects of similar nature or project size.

Obtain all pavers from one source location with the resources to provide products of consistent quality in appearance and physical properties.

Provide a minimum of 5% additional material for overage to be used during construction.

Supply maintenance manuals for Concrete Pavers and Permeable Pavers.

Submittals

See Division I - General Requirements and Covenants of the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges 2026 Edition Division, for submittal procedures and the following:

Vehicular Concrete Unit Pavers

Product Data:

Concrete Unit Pavers

Samples for Initial Selection: For the following:

Each type of concrete unit paver indicated provide 6 representative pieces, full size, full thickness, showing texture, edge condition, and finish and anticipated range of color.

Concrete Unit Pavers (Pedestrian) and Permeable Concrete Unit Paving

Submit samples for verifications: Three representative full-size samples of the selected paver type, thickness, color and finish that indicate the range of color variation and texture expected upon project completion.

Accepted samples become the standard of acceptance for the product produced.

Test results from an independent testing laboratory for compliance of concrete pavers with ASTM C 936.

Manufacturer's catalog product data and installation instructions.

Permeable Brick Unit Paving

1. Submittals for the work of these items shall include product data and test results certifying compliance with specified standards and three full-size actual samples of the bricks of the shape, pattern, and color specified.

A. Material Description

Refer to attached plans for reference of blend of paver types.

Vehicular Concrete Unit Pavers

Concrete Unit Paver (Vehicular) Type 9

Paver: Traditional Prest Brick 4x8, as manufactured by Hanover Architectural Products; 5000 Hanover Road, Hanover, PA 17331; 717.637.0500; Fax 717.637.7145; info@hanoverpavers.com; www.hanoverpavers.com. Or approved equal.

Color: Chocolate

Finish: Natural

Size: 3.875" X 7.875" X 3". Manufacture the size indicated with a maximum tolerance of plus or minus 1/16 in all directions

Concrete Unit Paver (Vehicular) Type 10

Paver: Traditional Prest Brick 4x8, as manufactured by Hanover Architectural Products; 5000 Hanover Road, Hanover, PA 17331; 717.637.0500; Fax 717.637.7145; info@hanoverpavers.com; www.hanoverpavers.com. Or approved equal.

Color: Tan

Finish: Natural

Size: 3.875" X 7.875" X 3". Manufacture the size indicated with a maximum tolerance of plus or minus 1/16 in all directions.

Concrete Unit Paver (Vehicular) Type 11

Paver: Traditional Prest Brick 4x8, as manufactured by Hanover Architectural Products; 5000 Hanover Road, Hanover, PA 17331; 717.637.0500; Fax 717.637.7145; info@hanoverpavers.com; www.hanoverpavers.com. Or approved equal.

Color: Chocolate

Finish: Natural

Size: 3.875" X 7.875" X 3". Manufacture the size indicated with a maximum tolerance of plus or minus 1/16 in all directions.

Concrete Unit Pavers (Pedestrian) and Permeable Concrete Unit Paving

CONCRETE UNIT PAVERS

Concrete Unit Paver (Pedestrian) Type 1

Paver: Traditional Prest Brick 4x8, as manufactured by Hanover Architectural Products; 5000 Hanover Road, Hanover, PA 17331; 717.637.0500; Fax 717.637.7145; info@hanoverpavers.com; www.hanoverpavers.com. Or approved equal.

A. Color: Chocolate/Tan

B. Finish: Tudor

C. Size: 3.875" X 7.875" X 2.375". Manufacture the size indicated with a maximum tolerance of plus or minus 1/16 in all directions.

2. Concrete Unit Paver (Pedestrian) Type 2

A. Paver: Traditional Prest Brick 4x8, as manufactured by Hanover Architectural Products; 5000 Hanover Road, Hanover, PA 17331; 717.637.0500; Fax 717.637.7145; info@hanoverpavers.com; www.hanoverpavers.com. Or approved equal.

B. Color: Tan

C. Finish: Tudor

D. Size: 3.875" X 7.875" X 2.375". Manufacture the size indicated with a maximum tolerance of plus or minus 1/16 in all directions.

3. Concrete Unit Paver (Pedestrian) Type 3

A. Paver: Traditional Prest Brick 4x8, as manufactured by Hanover Architectural Products; 5000 Hanover Road, Hanover, PA 17331; 717.637.0500; Fax 717.637.7145; info@hanoverpavers.com; www.hanoverpavers.com. Or approved equal.

B. Color: Chocolate

C. Finish: Natural

D. Size: 3.875" X 7.875" X 2.375". Manufacture the size indicated with a maximum tolerance of plus or minus 1/16 in all directions.

4. Pavers must meet the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Efflorescence shall not be a cause for rejection.

- A. Average compressive strength 8000 psi (55MPa) with no individual unit under 7,200 psi (50 MPa).
 - B. Average absorption of 5% with no unit greater than 7% when tested according to ASTM C 140.
 - C. Resistance to 50 freeze-thaw cycles, when tested according to ASTM C1645-06, with no breakage greater than 1.0% loss in dry weight of any individual unit. Conduct this test method not more than 12 months prior to delivery of units.
5. Maximum allowable breakage of product is 5%.

PERMEABLE CONCRETE UNIT PAVERS

1. Permeable Concrete Unit Paver Type 1
- A. Paver: Permeable 4x8, as manufactured by Hanover Architectural Products; 5000 Hanover Road, Hanover, PA 17331; 717.637.0500; Fax 717.637.7145; info@hanoverpavers.com; www.hanoverpavers.com. Or approved equal.
 - B. Color: Chocolate/Tan
 - C. Finish: Tudor
 - D. Size: 3.875" X 7.875" X 3". Manufacture the size indicated with a maximum tolerance of plus or minus 1/16 in all directions.
2. Permeable Concrete Unit Paver Type 2
- A. Paver: Permeable 4x8, as manufactured by Hanover Architectural Products; 5000 Hanover Road, Hanover, PA 17331; 717.637.0500; Fax 717.637.7145; info@hanoverpavers.com; www.hanoverpavers.com. Or approved equal.
 - B. Color: Tan
 - C. Finish: Tudor
 - D. Size: 3.875" X 7.875" X 3". Manufacture the size indicated with a maximum tolerance of plus or minus 1/16 in all directions.
3. Permeable Concrete Unit Paver Type 3
- A. Paver: Permeable 4x8, as manufactured by Hanover Architectural Products; 5000 Hanover Road, Hanover, PA 17331; 717.637.0500; Fax 717.637.7145; info@hanoverpavers.com; www.hanoverpavers.com. Or approved equal.
 - B. Color: Chocolate
 - C. Finish: Natural
 - D. Size: 3.875" X 7.875" X 3". Manufacture the size indicated with a maximum tolerance of plus or minus 1/16 in all directions.
4. Pavers must meet the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Efflorescence shall not be a cause for rejection.
- A. Average compressive strength 8000 psi (55MPa) with no individual unit under 7,200 psi (50 MPa).
 - B. Average absorption of 5% with no unit greater than 7% when tested according to

ASTM C 140.

- C. Resistance to 50 freeze-thaw cycles, when tested according to ASTM C1645-06, with no breakage greater than 1.0% loss in dry weight of any individual unit. Conduct this test method not more than 12 months prior to delivery of units.
5. Accept only pigments in concrete unit pavers conforming to ASTM C 979. Note: ACI Report No. 212.3R provides guidance on the use of pigments.
6. Maximum allowable breakage of product is 5%.

Permeable Brick Unit Paving

1. Brick Unit Pavers

- A. Invisi-Lug 4"x8" Brick Pavers with wirecut surface texture as manufactured by Endicott Clay Products Co, or approved equal
- B. Actual Product Size: 4 x 8 x 2-1/4 inches (102 x 203 x 57 mm)
- C. Compliance: ASTM C 902, Class SX, Type 1.
- D. Color : Medium Ironspot #46
- E. Pattern : Running Bond

2. Permeable Brick Unit Pavers

- A. Permeable Clay Pavers with wirecut surface texture as manufactured by Endicott Clay Products Co, or approved equal
- B. Actual Product Size: 4 x 8 x 2-1/4 inches (102 x 203 x 57 mm). Lugs: 1/4 inch (6 mm).
- C. Relieved Edges: 1/8" x 1/8"
- D. Compliance: ASTM C 902, Class SX, Type 1.
- E. Color : Medium Ironspot #46
- F. Pattern : Running Bond

B. Technical Specifications

The following standards shall apply to the work of this Section as applicable.

- American Association of State Highway and Transportation Officials (AASHTO):
- American Society for Testing and Materials (ASTM):
- American Architectural Manufacturers Association (AAMA)

C. Quantity Requirements

Refer to attached plans for reference of blend of paver types.

Item 706.2 – Vehicular Concrete Unit Pavers – **400 SY**

Item 706.3 – Concrete Unit Pavers (Pedestrian) – **174 SY**

Item 706.5 – Permeable Concrete Unit Pavers – **807 SY**

Item 706.6 – Permeable Brick Pavers – **126 SY**

D. Delivery Requirements

Delivery Location: Exact location shall be coordinated prior to delivery which shall be within 1 mile of 19 Norman Street, Everett, Massachusetts, 02149

Delivery Deadline: December 11th, 2026

Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. Inspect delivered materials for damages prior to signing and note on bill of lading (BOL). Deliver unit pavers to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by forklift or clamp lift.

3. Background

These materials are to support the construction of the Everett Square Improvement Project.

4. Site Visit

☐ Required ☒ Not Required

5. Submission Deadline & Instructions

a. Instructions

Bidders shall submit **hard copy, sealed bids** in accordance with M.G.L. c.30, §39M or M.G.L. c.30B, §5.

- **Bid submissions must be delivered in sealed envelopes, each clearly labeled with:**
- Contractor's name
- IFB number
- Due date and time

All questions must be submitted in writing by **4:00 PM on Thursday, October 22nd** to:

Kiara M. Freeman, Chief Procurement Officer

City of Everett

484 Broadway, Room 6

Everett, MA 02149

617-394-2288

Email: Kiara.freeman@ci.everett.ma.us

Sealed responses must be delivered on or before:

Thursday, October 29th at 2:00 PM to:

Kiara M. Freeman, Chief Procurement Officer

City of Everett

484 Broadway, Room 6

Everett, MA 02149

Late submissions will not be accepted. Bids that are not clearly labeled, not sealed, or received after the deadline may be rejected as non-responsive.

6. Additional Terms

- ☐ The Contractor shall comply with all applicable federal, state, and local laws.
- ☐ All documents prepared under this contract shall become the property of the City.
- ☐ The Contractor shall indemnify and hold harmless the City to the extent permitted by law.
- ☐ No contract shall be considered executed until approved and signed by the appropriate City authority.
- ☐ The City reserves the right to amend or cancel this IFB at any time.
- ☐ The City encourages participation from MBE/WBE firms and those with experience serving diverse communities.

7. Forms

A. Attachments

- i. Required Certifications
- ii. Bid Form
- iii. Reference Form (if applicable)

B. Exhibits:

- i. Exhibit 1: Sample Vendor Agreement
- ii. Exhibit 2: City Insurance Requirements
- iii. Exhibit 3: City of Everett Vendor Reimbursement Guidelines

ATTACHMENT 1

Required Certifications

CERTIFICATIONS REQUIRED BY LAW

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned 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.

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The undersigned certifies that no conflict of interest exists under M.G.L. c. 268A and that no City of Everett employee or official has an undisclosed financial interest in the firm's response or potential award.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

CERTIFICATE OF CORPORATE AUTHORITY (if applicable):

I, _____ certify that I am the duly authorized Clerk/Secretary of
the corporation named below; that the individual signing the response on behalf of the
corporation is authorized to bind the corporation contractually; and that this certification is made
under the penalties of perjury.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Date)

ATTACHMENT 2

CITY OF EVERETT, MASSACHUSETTS

City Project Number: PLD-27-42I

Everett Square Improvement Project – Concrete and Brick Paver Procurement

(A) The undersigned proposes to furnish the construction materials only (no labor) specified for Project Name in accordance with the Invitation for Sealed Bids, all specifications, and all addenda issued by the City of Everett.

(B) This Bid includes addenda numbered _____

(C) The proposed fixed contract price is _____ dollars
(written)

Bidders must provide both the numeric dollar amount and the written-out amount for each line item. If there is a discrepancy, the written amount shall govern.

Item	Description	Unit	Quantity	Unit Price	Unit Price (Written)	Extended Price	Extended Price (Written)
706.2	Vehicular Concrete Unit Pavers	400	SY	\$ _____	_____	\$ _____	_____
706.3	Concrete Unit Pavers (Pedestrian)	174	SY	\$ _____	_____	\$ _____	_____
706.5	Permeable Concrete Unit Pavers	807	SY	\$ _____	_____	\$ _____	_____
706.6	Permeable Brick Pavers	126	SY	\$ _____	_____	\$ _____	_____

The undersigned certifies under the penalties of perjury that:

1. This bid is bona fide, fair, and made without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
2. The undersigned is not presently debarred from doing business with the Commonwealth of Massachusetts or any of its political subdivisions.
3. The undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as required by M.G.L. c.62C §49A.

4. All prices submitted in this bid include all costs associated with the delivery of the materials specified, and the written amount shall govern if there is a discrepancy between the written and numeric price.
5. The bidder agrees that, if selected, they will execute a contract with the City of Everett and comply with all terms, conditions, and specifications contained in the Invitation for Sealed Bids.

Date: _____

Name of Bidder (Company): _____

Authorized Signature: _____

Printed Name & Title: _____

Business Address: _____

City / State: _____

State of Incorporation: _____

Telephone: _____

Email: _____

Taxpayer ID #: _____

ATTACHMENT 3

Reference Form

VENDOR REFERENCE FORM

Bidder must provide a **minimum of three (3)** references for projects of similar size and scope completed within the last five (5) years.

REFERENCE #1

Client Organization:

Project Title / Description:

Contact Name & Title:

Phone: _____

Email: _____

Project Start & End Dates:

REFERENCE #2

Client Organization:

Project Title / Description:

Contact Name & Title:

Phone: _____

Email: _____

Project Start & End Dates:

REFERENCE #3

Client Organization:

Project Title / Description:

Contact Name & Title:

Phone: _____

Email: _____

Project Start & End Dates:

Attach additional sheets if needed.

Exhibit 1:
Sample Vendor Agreement

#XXX-XX-XX
CONTRACT FOR SERVICES

CITY: CITY OF EVERETT

VENDOR: _____

PROJECT: _____

The City hereby accepts the Vendor's proposal to perform services ("Services") in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as Exhibit A; (ii) and the Scope of Services attached hereto as Exhibit B; and (iii) the Price Proposal attached hereto as Exhibit C. Collectively, these documents constitute this Agreement.

The Vendor's Terms and Conditions are attached hereto as Exhibit D and are incorporated for reference purposes only. In the event of any conflict between this Agreement and Exhibit D, the terms and conditions of this Agreement shall govern.

COMMENCEMENT OF WORK (check applicable box):

- ☐ This Agreement constitutes a notice to proceed with services.
☐ Services shall not be performed under this Agreement until the City so advises the Vendor in writing.

INSURANCE

The Vendor shall obtain and maintain, at its own expense, the insurance coverage required under this Agreement in the types and amounts set forth in Article 8. Such insurance shall be maintained at all times during the performance of the Services and, where applicable, for the periods specified in Article 8. Except as otherwise provided, the Vendor shall name the City of Everett as an Additional Insured on applicable policies to the extent required by the nature of the Services and permitted by the applicable policy. The Vendor shall furnish certificates of insurance evidencing the required coverage in accordance with Article 8. Failure to maintain the required insurance shall not relieve the Vendor of any liability or obligation under this Agreement

TERM: This Agreement shall commence upon execution and shall remain in effect through _____, unless terminated earlier in accordance with the terms of this Agreement. The City may, at its sole discretion, renew this Agreement for up to two (2) additional one-year terms upon written notice to the Vendor.

COMPENSATION: The total compensation payable under this Agreement shall not exceed _____ **Dollars (\$XXXXXX)**, unless otherwise amended in writing and duly authorized by the City and the Chief Procurement Officer.

Exhibit	A	B	C	D
Attached	☒	☒	☒	☒
Not Attached	☐	☐	☐	☐

[SIGNATURES FOLLOW THIS PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date last signed.

AGREED:

VENDOR

Name:

Title:

Date Signed

CITY OF EVERETT:

Name:

Title:

Date Signed

Kiara M. Freeman
Chief Procurement Officer

Date Signed

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available.

Bill Fowler
Interim City Auditor

Date Signed

Approved As To Form:

Jaclyn Munson, Esq.
City Solicitor

Date Signed

Robert Van Campen
Mayor

Date Signed

Exhibit A
TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the City. No member of the Project team shall be replaced without the consent of the City. The City shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the City shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the City at the Sites specified and with any party engaged by the City in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the City for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the City shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the City. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the city.

4. VENDOR'S COMPENSATION

a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The City shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.

b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.

c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as Exhibit C. If the agreed rate schedule is not included in the Proposal or attached as Exhibit C, the Vendor shall submit to the City, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the City at such time as the Estimated Amount has been reached. The City shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the City gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs

for such Services.

d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the City, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.

e. Subject to Appropriation. The obligations of the City hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the City for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the City may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the City receives a proper statement. In no event shall the City be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the City or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the City without obtaining the City's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the City in connection with the performance of the Vendor's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the City and the Vendor shall immediately deliver or otherwise make available such Materials to the City.

8. INSURANCE

The Vendor shall obtain and maintain, at its own expense, the insurance coverage described above in amounts not less than the stated limits. Such insurance shall be maintained at all times during the performance

of the Services and, in the case of Commercial General Liability, Workers' Compensation, and Employer's Liability, for a period of not less than one (1) year following termination of this Agreement. Professional Liability insurance shall be maintained for the applicable statute of limitations period provided by law.

- 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.
- Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.

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.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the City and save harmless the City from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the City may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the City by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The city may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the City all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the City shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the City to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the City and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the City. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the city and the Vendor.
- d. Confidentiality. The Vendor shall not, without the City's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.
- e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the City and to such of the City's architects, designers, vendors and lenders, and such other parties, as the City shall reasonably request, in such form as the City shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.
- f. Additional Services. If the City requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the City including written agreement as to the method and amount of compensation for such additional services.
- g. Disputes. All claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other

matters in question during the term of this Agreement before resorting to litigation.

h. **Limited Liability.** No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the City, nor any participant with the City, shall be personally liable to the Vendor hereunder, for the City's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the City for the satisfaction of any liability of the City hereunder. In no event shall the City ever be liable to the Vendor for indirect, incidental or consequential damages.

i. **Governing Law.** This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. **No Waiver.** The City's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the City for all damages incurred by the City as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the City provided for under this Agreement are in addition to any other rights or remedies provided by law. The City may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

k. **Interpretation.** If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

l. **City's Terms Govern:** In the event of any conflict between this Agreement and the Vendor's proposal, the terms and conditions of this Agreement shall govern.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution

or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.

c. No person, corporation or other entity, other than a bona fide full-time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.

d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

b. The city is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the City to the Vendor with respect to such tax-exempt articles as may be required under this Agreement. The Vendor shall not pay, and the City shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Vendor acknowledges that the City is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

EXHIBIT B
SCOPE OF SERVICES

The Vendor shall provide:

SAMPLE

EXHIBIT C
PRICE PROPOSAL/ RATE SCHEDULE

Pursuant to Exhibit B, the City shall compensate the Vendor on a rate-based basis for services actually rendered under this Agreement, subject to a not-to-exceed amount of _____ **Dollars (\$xxxxx)** during the initial one-year term, unless otherwise amended in writing and authorized by the City.

SAMPLE

EXHIBIT D
VENDOR'S PROPOSAL

The Vendor's Terms & Conditions are attached hereto as Exhibit D and is incorporated for reference purposes only. In the event of any conflict between this Agreement and Exhibit D, **the terms and conditions of this Agreement shall govern.**

SAMPLE

Exhibit 2:

Insurance Requirements

CITY OF EVERETT, MASSACHUSETTS STANDARD INSURANCE LIMIT REQUIREMENTS

The following minimum insurance limits shall apply to the Contract and be provided by the Contractor. The Contractor shall refer to the Contract Documents for all other insurance requirements relating to this Contract. Where applicable, the City reserves the right to adjust insurance requirements based on the nature of the services provided.

Coverage	Estimated Construction Cost	General Contractor
General Liability ¹	-	\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
Auto ²	-	\$1,000,000 each accident
Worker's Compensation	-	Statutory
Employers Liability	under \$1m	\$500,000 Each Accident \$500,000 Disease - Each Employee \$500,000 Disease - Policy Limit
Employers Liability	\$1m and over	\$1,000,000 Each Accident \$1,000,000 Disease - Each Employee \$1,000,000 Disease - Policy Limit
Excess/Umbrella	under \$1m	\$2,000,000 Per Occurrence \$2,000,000 Aggregate or Higher
Excess/Umbrella	between \$1m and \$5m	\$5,000,000 Per Occurrence \$5,000,000 Aggregate or Higher
Excess/Umbrella	under \$10m	\$10,000,000 Per Occurrence \$10,000,000 Aggregate or Higher
Excess/Umbrella	\$10m and over	\$20,000,000 Per Occurrence \$20,000,000 Aggregate or Higher

¹ Must evidence per location aggregate or per project aggregate.

² Combined single limit

Coverage	Estimated Construction Cost	General Contractor
Professional Liability	under \$5m	\$1,000,000 Per Occurrence \$1,000,000 Aggregate or Higher
Professional Liability	under \$10m	\$2,000,000 Per Occurrence \$2,000,000 Aggregate or Higher
Professional Liability	\$10m and over	\$5,000,000 Per Occurrence \$5,000,000 Aggregate or Higher
Contractor's Pollution Liability	-	\$5,000,000 per occurrence and \$5,000,000 Annual Aggregate or higher.
Drone/UAV Aircraft Liability³	-	No less than \$2,000,000

³ Required only if the work of the vendor includes operation, or arranging for the operation, of unmanned aerial systems (i.e., drones) services.

Exhibit 3:
Vendor Reimbursement Guidelines

City of Everett, Massachusetts

Vendor Expense Reimbursement Guidelines

Guidelines – Purpose, Scope, and Vendor Responsibility:

These guidelines apply to all Vendors for expenses incurred while performing services directly related to specific requirements of their City of Everett contract or purchase order. Vendors are advised to seek pre-approval before incurring any unusual expenses and for any expenses not specifically listed below.

Vendors are expected to exercise discretion and good business judgment with respect to all expenses and aim for reasonable economy. Expenses deemed excessive may be subject to reimbursement denial. Vendors are responsible for providing clearly marked legible receipts confirming expenses. Invoices for reimbursements should be submitted within 45 days of the expense if possible. Markups on expenses are normally limited by City of Everett contracts or purchase orders and usually set at a maximum of 5.0%.

Allowable Reimbursable Expenses:

Transportation: The costs for required transportation to and from meeting locations, jobsites, hotels, airports, and similar in connection with City of Everett -related activities are reimbursable.

Air Travel: Air travel & any related airport parking fees will require prior approval to be reimbursable.

Ground Transportation:

Privately Owned Vehicles: Use of personal cars will be reimbursed at the standard mileage rate set by the IRS for deductible mileage.

Rental Vehicles: Cars should be rented only when other means of transportation are unavailable, more costly, or impractical.

Taxis or “ride share”: Use of taxi or “ride share” companies can be reimbursed. Surge pricing should be avoided.

Public Transportation (Bus, Subway, Commuter Rail): Per ride fares can be reimbursed.

Parking and Tolls: These fees and tolls can be reimbursed.

Meals: Vendors must use good judgment and select economical meal locations. Business meals may be reimbursed with prior approval. Tips may not exceed 20% unless automatically applied due to the size of the meeting. Project-Specific “Worker Appreciation Lunches” and similar may be reimbursed with prior approval. Alcohol expenses cannot be reimbursed by City of Everett.

Lodging: Reimbursement of all accommodations must receive prior approval. To be reimbursable, hotel lodging must be integral to a City of Everett-required service such as extended hour visits to sites, visits to plants or factories outside Massachusetts, or overnight visits from Vendors not based in Massachusetts. Vendors must seek a standard room and rooms in excess of \$175 per night may be deemed excessive.

Equipment: Purchases of necessary equipment can be reimbursed with prior City of Everett approval. The equipment shall be deemed the property of the City of Everett and must be turned over to the City of Everett at the end of the contract term or upon request of City of Everett personnel, whichever is sooner. Purchase of equipment already owned or leased by the Vendor or expected to be retained by the Vendor cannot be reimbursed.

Per Call Phone Charges and Conference Call Services: These charges are reimbursable. Conference call services can be reimbursed if City of Everett personnel are present for the call or if the call is required for City of Everett-specific business and pre-approved.

Printing, Reprographics, Postage, and Shipping Fees: These fees are reimbursable if project related and the backup for invoicing is in an itemized format with appropriate attribution to the specific City of Everett project.