



New Amesbury Elementary School Project
193 Lions Mouth Road, Amesbury, MA 01913

RELOCATION SERVICES
INVITATION FOR BID (IFB)

Date Issued: Wednesday, April 26, 2023

Submission Deadline: Thursday May 11, 2023, 2:00 PM

IFB & PROJECT SUMMARY / IMPORTANT INFORMATION

Awarding Authority:	<i>City of Amesbury, Massachusetts</i>
Project Name:	<i>New Amesbury Elementary School Building Project Relocation Services IFB</i>
Project Location:	<i>193 Lions Mouth Road Amesbury, MA 01913</i>
Project Description:	<i>Relocation Services for packed boxes/crates from portions of three existing schools to two separate destinations.</i>
Schedule:	<i>Move to be completed between June 27, 2023 and August 4, 2023.</i>
Submission Deadline:	<i>Thursday, May 11, 2023 at 2:00 PM</i>
Pre-Bid Walk-Through:	<i>Wednesday, May 3, 2023 at 12:30 PM, beginning at the existing Amesbury Elementary School 20 South Hampton Road Amesbury, MA 01913</i>
Submission Questions:	<i>Questions due by 2:00 p.m., Friday, May 5, 2023 to Tim.Dorman@nv5.com</i>
IFB Documents & Addenda:	https://www.nv5.com/client-access/project-downloads/k-12/amesbury-elementary-school-amesbury-ma/ <i>All Bids must be submitted on the forms included in this IFB. Supplemental materials may be submitted by the Bidder as needed.</i>
Submission Contact:	<i>Tim Dorman, OPM, Project Director, NV5</i>
Submission Information:	<i>Amesbury Public Schools Attn: Joan Liporto 5 Highland Street Amesbury, MA 01913</i>
Owner's Project Manager:	<i>NV5 70 Fargo Street, Suite 800. Boston, MA 02210</i>

IFB DETAILED INFORMATION & SUBMISSION REQUIREMENTS

1. Purpose

This IFB is issued by the City of Amesbury by and through NV5, its Owner's Project Manager and agent. In accordance with Chapter 30B of the Massachusetts General Laws, the Uniform Procurement Act, Amesbury is seeking to procure relocation/moving services for the Amesbury Elementary School project. As part of the requirements for providing services, the Relocation Contractor (the "Contractor") will need to certify that it 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 it will comply fully with all laws and regulations applicable to Chapter 30B.

2. Submission Timetable

- | | | |
|-------------|----------------|--------------------------------|
| • Wednesday | April 26, 2023 | IFB Issued |
| • Wednesday | May 3, 2023 | Pre-bid Walkthrough - 12:30 PM |
| • Friday | May 5, 2023 | Questions Due by 2:00 PM |
| • Thursday | May 11, 2023 | Bids Due by 2:00 PM |

3. Submission Information

Sealed bids shall be delivered to:

Amesbury Public Schools
Attn: Joan Liporto, Director of Business and Operations
5 Highland Street
Amesbury, MA 01913

Bids must be received by the Awarding Authority on or before the Submission Deadline. All bids must be submitted on the forms included in this IFB. Supplemental materials may be submitted to allow the Awarding Authority to make an informed decision as to the qualifications of the respondent.

4. Submission Requirements

A contract will be awarded to the responsive and responsible bidder offering the lowest price.

In order to be considered, the bidder must provide the following:

A. Attachment A – Bid Form

- Please note, these costs should be all inclusive of travel or other administrative costs to complete the scope of work.
- List any subcontractors you plan to use and their contact information. Indicate the specific services they will provide and the cost.
- Attach a brief, detailed description for each day's activity including number of trucks, manpower, start time and end time. Clearly describe how you will plan, manage and supervise the move.

B. Attachment B – Company Information, Qualifications, and References

- Resume: Include background of your company's experience, years in business, personnel experience and training, equipment and personnel. Attach resumes and other documents as required.
- References: List at least 3 references for similar projects completed in the past 3 years of similar scope and complexity.

C. Attachment C – Insurance Requirements

- Acknowledgement of the City's Insurance requirements. Provide a certificate of insurance if possible.

D. Attachment D – Contract Requirements

- Acknowledgement of the ability to enter into a contract based on the template included.

E. Attachment E – Certificate of Non Collusion

F. Attachment F – Certificate of Tax Compliance

5. Overview of Project

The project includes moves from three existing school buildings within the City of Amesbury to the existing Cashman Elementary School and the new Shay Elementary School. The buildings included in the scope of relocations services are as follows:

- Existing Amesbury Elementary School (AES)
20 South Hampton Road
Amesbury, MA 01913
- Amesbury Middle School (AMS)
220 Main Street
Amesbury, MA 01913
- Cashman Elementary School (CES)
193 Lions Mouth Road
Amesbury, MA 01913
- Shay Elementary School/New Amesbury Elementary School (SES)
193-R Lions Mouth Road
Amesbury, MA 01913

The new Shay Elementary School is a new 95,000 SF building, which is scheduled to be substantially complete on or about May 12, 2023. Site work, including construction of the playground, top course paving and line striping may extend into July 2023 and the moving timeline and building access shall be coordinated with these activities accordingly.

The City of Amesbury is purchasing new Furniture, Fixtures, and Equipment (FF&E) for the new building. Therefore, the scope of the relocation services will primarily consist of moving prepacked boxes/crates.

6. Project Schedule

Pre-Move

- IFB Issued Wednesday, April 26, 2023
- Award to Selected Vendor: Monday, May 29, 2023
- Moving Supplies Drop-Off for Packing Friday, June 16, 2023

Move

- Move Start Monday, June 27, 2023
- Move End Friday, August 4, 2023

The move shall be conducted over a period of consecutive weekdays within the start and end dates noted above. Actual schedule shall be coordinated with ongoing construction activities at the Shay Elementary School site and school district personnel.

Post Move

- Collect Moving Supplies Friday, September 1, 2023

Boxes/Crates will be unpacked by school district personnel upon return for the 2023/2024 school year the week of August 28th and materials will be ready for the Contractor to collect on Friday, September 1, 2023.

7. Detailed Scope of Services

A. Overview/Responsibilities

Amesbury Public School District:

- Remove any personal items from current classrooms and building that the school district and staff plan to salvage off-site.
- Supply dumpsters at each building included in the relocation scope for disposal of trash and recycling collected in the interior bins provided by Contractor.
- Dispose of unwanted materials directly to trash and recycle bins located within each of the existing building floors included in the scope.
- Pack and clearly identify all boxes/crates to be relocated according to color/number coded system to be coordinated with the Contractor in advance.

Selected Relocation Contractor:

- Supply trash and recycle bins for each floor of the existing buildings included in the move.
- Work with NV5 and the school district contact to establish a packing plan, schedule and numbering and labeling plan.
- Provide and manage any sub-contractors that may be required.
- Provide all necessary tools, materials and equipment to ensure that all of the inventory can be moved on a timely basis.

- Provide a site supervisor, with a mobile phone, for communicating with district personnel and other team members as required.

B. Inventory to be Relocated

- The table below details the estimated quantity of standard medium sized moving boxes/crates to be moved by the Contractor between each building location.

Origin	Destination	Boxes/Crates
Amesbury Middle School	Cashman Elementary School	108
Cashman Elementary School	Shay Elementary School	228
Existing Amesbury Elementary School	Shay Elementary School	492
Existing Amesbury Elementary School	Cashman Elementary School	120
Total		948

C. Boxes / Packing Crates, Supplementary Packing Materials and Labor

- Furnish and deliver all required packing materials, including the estimated quantity of standard medium sized moving boxes or equivalent crates to each respective building location on the date indicated in the Project Schedule.
- Provide move labels in multiple colors as required and establish a labeling and/or color-coded plan in collaboration with the school district.
- Provide all labor and equipment necessary to complete the relocation of the inventory identified above from each existing room at the origin location to the room to be designated by the district at the destination location.

D. Pre-Move/Post Relocation

- There will be a mandatory walkthrough of each building with the district contact person and the selected Contractor before the start of the relocation to check the condition of the buildings and verify the materials to be relocated.
- Bidders are to wear hard hats and safety vests when they enter any buildings still under construction.
- There will be a walk-through at the end of the relocation with the contact person to confirm that all materials have been properly relocated. The walk through will take place before total completion and

prior to any of the Contractor's personnel being released.

E. Building Protection in New School Building

- The Contractor shall provide protection against damage to stairways, walls, floors, doors, frames, elevators, etc. during the course of the work at each origin and destination. This includes any special requirements for the new gymnasium or other specialty flooring area.
- The Contractor shall be responsible for any damage caused as a result of their work. Such damage will be identified during a post-move inspection with the appointed district designee. The contract sum will be reduced as appropriate and equitable.
- Sweep clean all areas at completion of move and removal of building protection.

F. Loading/Unloading

- Provide trucks of sufficient size and an adequate number of movers to move all materials.
- All materials will be delivered to the room/area indicated on the label.
- All labels should be facing out so that they can be easily checked for accuracy of delivery during the move.

G. Access and Sequencing

- Access points at each of the buildings will be confirmed during the Pre-move walkthrough with the OPM and school district representative.
- Moving supplies and trash/recycle bin delivery dates and locations will need to be coordinated with the school district representative.

8. Award and Other Information

- Award will be made on or about May 29, 2023, upon approval of the Amesbury Elementary School Building Committee (AESBC).
- Award of the contract will be made to a responsible and responsive bidder who offers the best price on the basis of the anticipated services required for the project.
- All unit prices and cost quotations as part of this proposal shall be the unit prices for the schedule set forth for the project.
- The City of Amesbury reserves the right to waive minor informalities in any or all proposals, modify the terms of this IFB, or to reject any or all

proposals (in whole or in part) if it be in the public interest to do so.

9. Contract and Payment Terms

- Contractor should be made aware of the requirement to enter into a contract with the City of Amesbury per the attached Contract.
- Invoices are due and payable within 30 days of receipt and approval by the Amesbury Elementary School Building Committee. Every effort will be made to make prompt payment.
- Payment shall be made based upon the bid prices, which shall include all moving materials, administrative costs, travel costs, and all other costs associated with the relocation.
- The names of all on site individuals being billed by the relocation vendor should be listed on the bills of lading and accounted for by the supervisor.

10. Attachments:

- A. Bid Form
- B. Company Information, Qualifications, Workload & References
- C. Insurance Requirements
- D. City of Amesbury Standard Form of Contract
- E. Certificate of Non-Collusion
- F. Certificate of Tax Compliance
- G. Building Floor Plans
 - a. New Shay Elementary School
 - b. Cashman Elementary School
 - c. Amesbury Elementary School
 - d. Amesbury Middle School

ATTACHMENT A – BID FORM

AMESBURY ELEMENTARY SCHOOL - New Building Relocations
City of Amesbury, MA | Amesbury Public Schools



RELOCATION SERVICES IFB

ATTACHMENT A - BID FORM

Bidder Contact Information:

Name: _____
Company: _____
Address: _____
Phone: _____
Email: _____

Bid Price:

LABOR	Rate (\$/hour)	Total Hours	Cost Extension
Mover/Helper	\$ _____	_____	\$ _____
Supervisor	\$ _____	_____	\$ _____
Other:	\$ _____	_____	\$ _____
Other:	\$ _____	_____	\$ _____
Subtotal - Labor			\$ _____

MATERIALS	Unit Cost	Quantity	Cost Extension
Boxes (each)	\$ _____	_____	\$ _____
Crates (each)	\$ _____	_____	\$ _____
Labels (package)	\$ _____	_____	\$ _____
Other:	\$ _____	_____	\$ _____
Other:	\$ _____	_____	\$ _____
Subtotal - Materials			\$ _____

EQUIPMENT	Rate (\$/hour)	Total Hours	Cost Extension
Truck and Driver	\$ _____	_____	\$ _____
Other:	\$ _____	_____	\$ _____
Other:	\$ _____	_____	\$ _____
Subtotal - Equipment			\$ _____

Subtotal - All other costs (Including OH&P, Insurance, etc.)	\$ _____
Total Bid Amount (Sum of all Subtotals Above)	_____

Authorized Signature

Date

Print Name

ATTACHMENT B – COMPANY INFORMATION AND QUALIFICATIONS

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 A PROPOSERS RESPONSIVENESS AND RESPONSIBILITY WITH REGARD TO THE REQUIREMENTS AND SPECIFICATIONS OF THE CONTRACT.

1. COMPANY NAME: _____ YEAR ORGANIZED: _____
2. INCORPORATED? __ YES __ NO | DATE _____ AND STATE ____ OF INCORPORATION
3. THE CONTRACTOR MUST BE A REGISTERED RELOCATION OR DISPOSAL SERVICE TYPE OF BUSINESS WITH NO LESS THAN THREE (3) YEARS OF EXPERIENCE PROVIDING MOVING AND RELOCATION SERVICES. HOW MANY YEARS HAS THE COMPANY BEEN PROVIDING RELOCATION OR DISPOSAL SERVICES? _____ YEARS
4. HAS AT MINIMUM ONE REFERENCE BEEN SUPPLIED THAT INVOLVES A RELOCATION OF A FACILITY THAT HAS A SQUARE FOOTAGE OF 50,000 SQUARE FEET OR GREATER?
YES _____, NO _____
5. 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:

HAVE YOU SUPPLIED DOCUMENTATION AND REFERENCES SUPPORTING COMPLIANCE WITH MINIMUM REQUIREMENTS AS LISTED? YES: _____, NO: _____

ATTACHMENT B – REFERENCES

PROVIDE REFERENCE INFORMATION REGARDING SIMILAR IN NATURE CONTRACTS COMPLETED BY YOUR FIRM. PUBLICLY BID PROJECTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO TOWN/STATE: _____

TYPE OF WORK?: _____

CONTACT: _____ ROLE: _____ PHONE #: _____

PROJECT NAME: _____

OWNER: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO TOWN/STATE: _____

TYPE OF WORK?: _____

CONTACT: _____ ROLE: _____ PHONE #: _____

PROJECT NAME: _____

OWNER: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO TOWN/STATE: _____

TYPE OF WORK?: _____

CONTACT: _____ ROLE: _____ PHONE #: _____

PROJECT NAME: _____

OWNER: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO TOWN/STATE: _____

TYPE OF WORK?: _____

CONTACT: _____ ROLE: _____ PHONE #: _____

ATTACHMENT C – INSURANCE REQUIREMENTS

Amesbury, Massachusetts 01913
INSURANCE REQUIREMENTS

A. Comprehensive General Liability, Completed Operations Coverage and Umbrella Liability Insurance

Coverage for Bodily Injury and Property Damage as follows:

<u>Limits of General Liability & Completed Operations Coverage</u>	<u>Limits of Umbrella Liability</u>
<u>Coverage</u>	
\$1 Million each occurrence	\$2 Million each occurrence
\$3 Million aggregate	\$2 Million aggregate

The Comprehensive General Liability and Completed Operations Coverage Policy (3 years) shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

1. Work performed by the Contractor himself with his own employees; "premises-operations" line.
2. Work performed by his Subcontractors; Contractor's Protective Liability; ("sublet work" or "Independent Contractors") line. Use of subcontractor(s) may be subject to the prior approval of the City as described more fully in applicable contract terms and conditions. All subcontractors must also provide Certificates of Workers' Compensation, General Liability, Completed Operations and Umbrella Liability Coverage.
3. The Contractor's liability assumed under the Contract Terms; "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate to indemnify and hold harmless the City.

B. Comprehensive Automobile Liability Insurance

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

Bodily Injury and Property Damage combined single limit of \$1 Million

The insurance is to include all owned or hired vehicles of the contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the Contract.

C. Worker's Compensation and Employer's Liability Insurance

Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts, MGL Ch149 §34A, including both statutory lines and Coverage B with a 100,000/500,000/100,000 limit of liability.

D. Owner's Protective Liability Insurance

The Contractor shall furnish to Amesbury Certificates of Insurance naming the City of Amesbury as an additional insured as their interest may appear and maintain said during the life of this Contract complete General Liability Insurance in amounts set forth above for Bodily Injury and Property Damage Liability.

E. General Requirements for All Lines of Insurance Furnished

Contractor will furnish a Certificate of Insurance form incorporated into and made a part of this Agreement naming the City of Amesbury as an "Additional Insured" on the appropriate insurance policies. Properly executed certificates must be on file with the Municipality prior to commencement of this Agreement, including a copy of the endorsement to their insurance policy naming the City as an Additional Insured.

The Contractor shall procure and maintain in full force and effect during the term of this Agreement insurance against any and all losses, liabilities, claims, costs, expenses and damages, including third-party claims that are alleged to have arisen in connection with activities of the Contractor, and/or any agents, representatives, subcontractors or employees as pertains to the project. When higher limits are required, such provisions will be listed in the project specifications issued by the City of Amesbury.

All insurance policies must state to indemnify, defend and save harmless the City of Amesbury and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of the Contractor's action or failure to act. Mutual indemnification will not be accepted. No waivers of subrogation are implied or will be accepted.

Insurance companies must be licensed by the Commonwealth of Massachusetts or otherwise acceptable to the Municipality. The cost of such insurance, including required endorsements or amendments, certificates and renewals, shall be the sole responsibility of the Contractor. Full disclosure of any non-standard exclusion is required for all required coverages. All policies shall be written so that the City of Amesbury shall be notified of cancellation or the addition of "restrictive amendments" by Registered Mail not later than twenty (20) days prior to the effective date of such cancellation or amendment.

The Contractor shall, when subcontractors are permitted by the agreement, require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types where applicable and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor and the City shall be indemnified and held harmless from liability in all such policies and named as an additional insured with respects to that subcontractor's involvement in the project.

ATTACHMENT D – FORM OF CONTRACT



AGREEMENT BY and BETWEEN the
CITY of AMESBURY
and
(vendor name)

(project name)

This agreement made and entered into this ____ day of, _____, 20__, by and between the City of Amesbury, a municipal corporation duly organized and existing under the laws of Massachusetts and having a usual place of business at 62 Friend Street, Amesbury, Massachusetts, hereinafter referred to as “the CITY”, by and through its Mayor, Kassandra Gove, and _____, [a corporation] having a usual place of business at _____, hereinafter referred to as the “Contractor”.

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 Contractor agrees to furnish and deliver services, materials, supplies, and/or equipment to Amesbury, MA (delivery point) as more fully described in and in accordance with the Contract Documents.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
EXTENTION(S). Upon the expiration date of the initial term of this Agreement, _____ extension(s) of _____ month(s) beyond the initial term of this Contract may be considered and agreed upon by both parties. No term of extension beyond the initial term of this Contract will begin without prior approval in writing by the City. At no time will the City agree to allow auto renewal of this agreement.
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.** Upon satisfactory completion of the scope of work and within thirty (30) days after its receipt of Invoice, the City shall make payments to the Contractor the sum of money as stated in the Contract Value as set forth in this agreement.
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 and all of its officers, agents and employees 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 that may arise as a result of Contractor's action or failure to act, or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. **INSURANCE.** A Certificate of Insurance shall be filed with the City in accordance with the attached Insurance Requirements and shall be subject to approval 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.
10. **ASSIGNABILITY.** The Contractor shall not assign, sell, subcontract, or otherwise transfer any interest of this Agreement, in whole or in part, without express 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 term 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 his 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. DAMAGES. From any sums due to the Contractor for materials, supplies or equipment delivered, the City may keep for its own, the whole or any part of the amount for expenses, losses and damages, incurred by the City as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the Contractor in furnishing or delivering materials, supplies or equipment as provided in this Contract.
18. 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.

19. **FUNDING, GOVERNING LAWS and ORDINANCES.** This Contract is made subject to the availability of funds and shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the ordinances of the City, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void, the remainder of this Contract shall not be affected and such law or ordinance shall be operative in lieu thereof. The CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
20. **EQUAL OPPORTUNITY.** In the performance of all work, after award and prior to completion of the contract work, the Contractor will not discriminate on grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate, or suspend the contract in whole or in part for any violation of this Article.
21. **CONFLICT.** In the event there is a conflict between these Articles and the vendor proposal documents, the language in these Articles shall supersede that in the vendor proposal documents, unless otherwise stated in writing as an addendum, agreed to by both parties and is attached hereto.

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 written or oral understanding and shall not be modified or amended except by a written document executed by the authorized representatives of both parties listed on the signature page of this Agreement or their lawful successors in office or title.

SIGNATURE PAGE TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date of the last signatory written here.

THE CONTRACTOR

_____	Contract Value: \$ _____
Signature	U.S. Dollars

Print Name	

Title	

COMPANY NAME	

Street Address	

City, State, Zip Code	

Telephone Number: _____	
Fax Number: _____	
Date Signed: _____	

THE OWNER
City of Amesbury

Kassandra Gove, Mayor
Date Signed: _____

Certified as to Availability of Funding for the amount of Contract Value Pursuant to M.G.L. Ch. 44 §31:

Angel A. Wills, Chief Financial Officer

City Council Order# _____
Date Order Approved: _____
Purchases Order# _____

ATTACHMENT E – CERTIFICATE OF NON-COLLUSION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith 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 or individuals.

(Signature of individual)

(Name of Business)

ATTACHMENT F – CERTIFICATE OF TAX COMPLIANCE
CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City of Amesbury Massachusetts, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____ Date: _____
OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

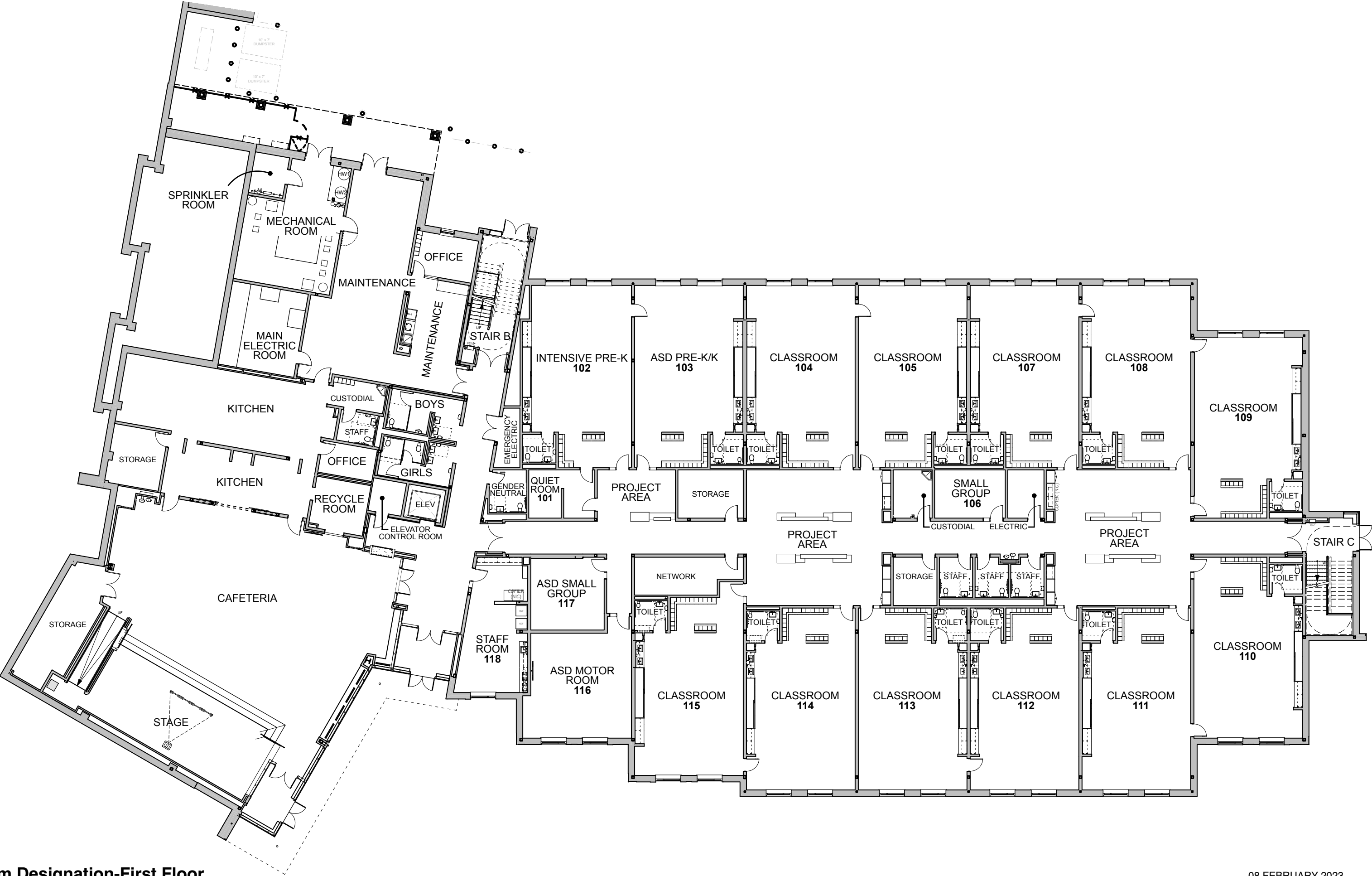
Print Name: _____ Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your Tax-ID / EIN may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

ATTACHMENT G – BUILDING FLOOR PLANS



Room Designation-First Floor

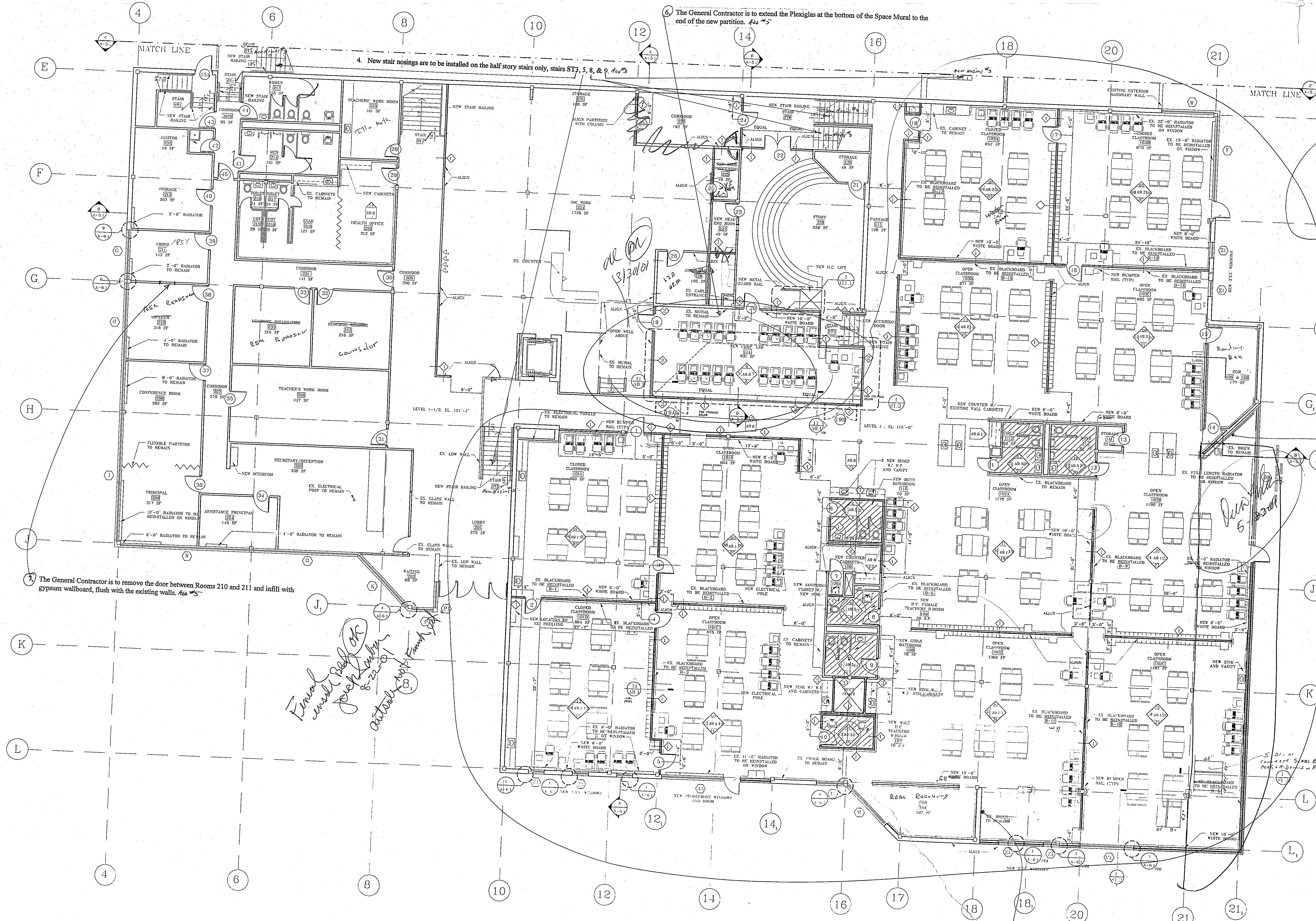
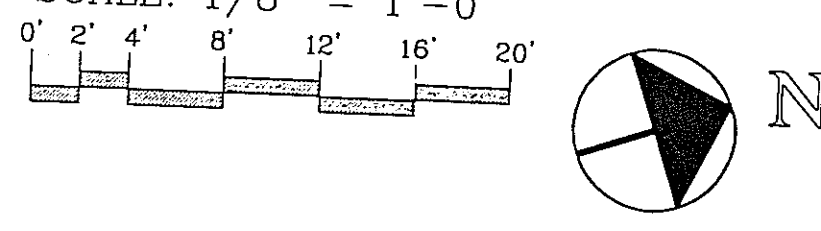


Room Designation-Second Floor



Room Designation-Third Floor

FLOOR PLAN LEVELS 1, 1 1/2
SCALE: 1/8" = 1'-0"



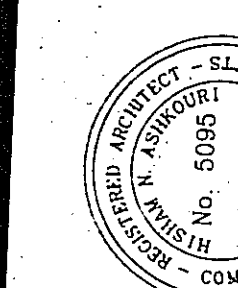
- DATA OF FLOOR
- NEW CHANGESTORY WALL
- NEW CONSTRUCTION WALL
- TEACHER CABINET AND STUDENT LOCKERS
- NEW TILES TO MATCH EXISTING
- WATER FOUNTAIN

FLOOR PLAN
LEVELS 1, 1 1/2

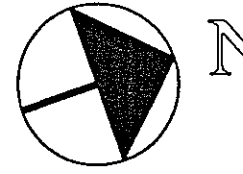
REVISIONS:
DATE: 05.15.00
DESIGNED BY: HIA
CHECKED BY: HIA
OBJECT NUMBER: 9900

CHARLES C. CASHMAN ELEMENTARY SCHOOL

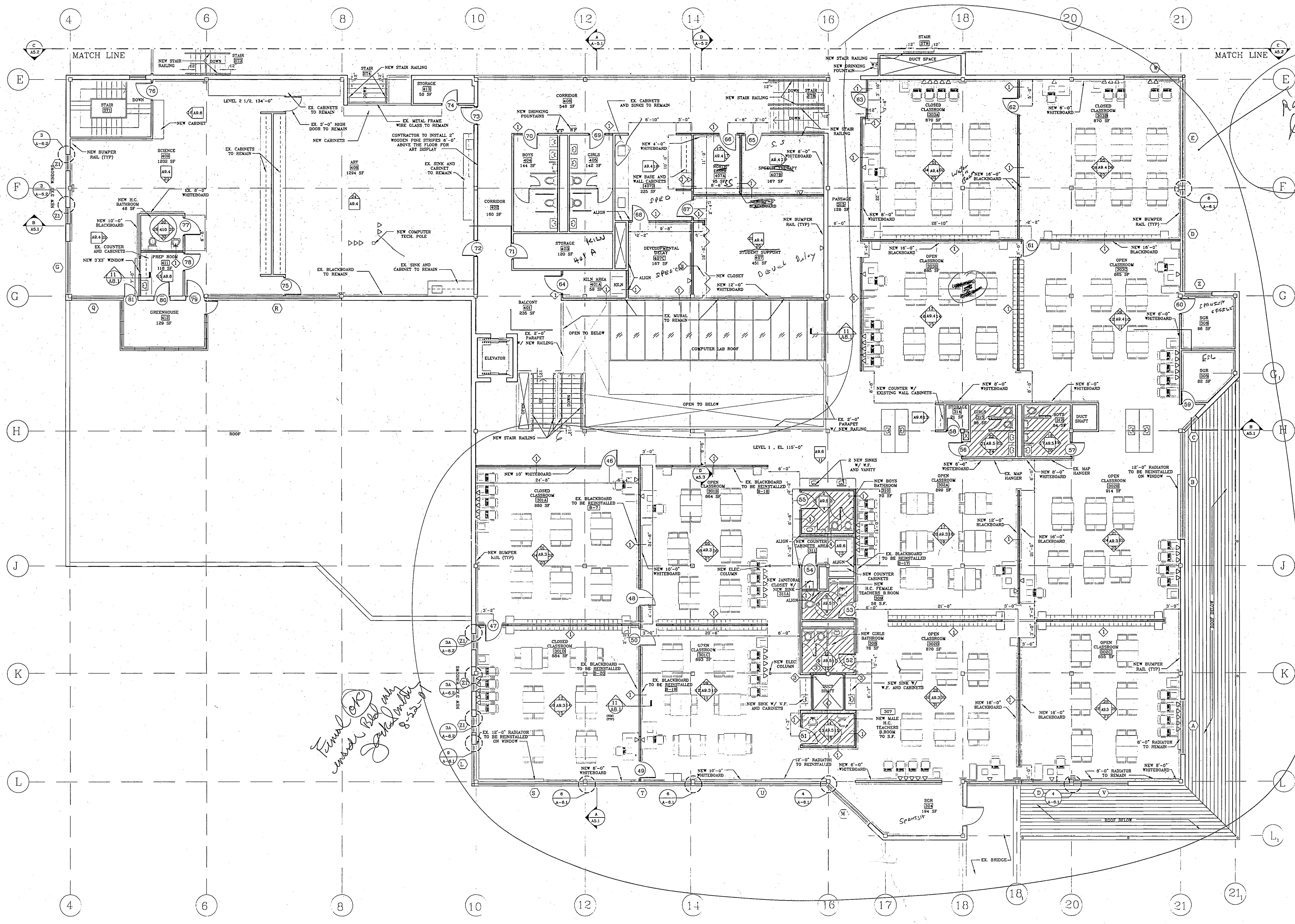
ARCADD, INC.
ARCHITECTURAL PLANNING
INTERIOR DESIGN & ENGINEERING
1165 WASHINGTON STREET
WEST NEWTON, MA 02459



FLOOR PLAN LEVELS 2, 2 1/2
SCALE: 1/8" = 1'-0"



- ▽ = DATA OUTLET
- = NEW CLEARSTORY WALL
- = NEW CONSTRUCTED WALL
- = TEACHER CABINET AND STUDENT LOCKERS
- = NEW TILES TO MATCH EXISTING
- WF = WATER FOUNTAIN



A1.2

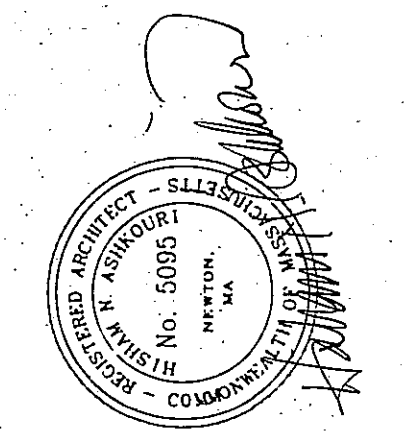
FLOOR PLAN
LEVELS 2, 2 1/2

REVISIONS:
DESIGNED BY: HA
CHECKED BY: HA
DRAWN BY: GH, CH, JC, MI, JP
NUMBER OF 72 DATE: 05.15.00
SCALE: 1/8" = 1'-0"
ARCADD PROJECT NUMBER: 9900
FILE: 00000000

CHARLES C. CUSHMAN ELEMENTARY SCHOOL

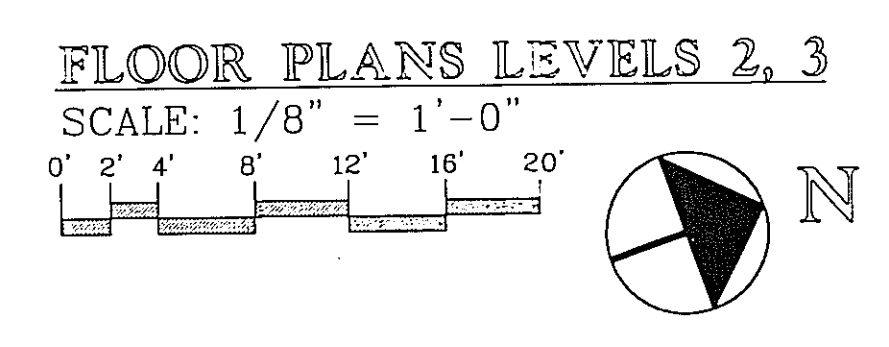
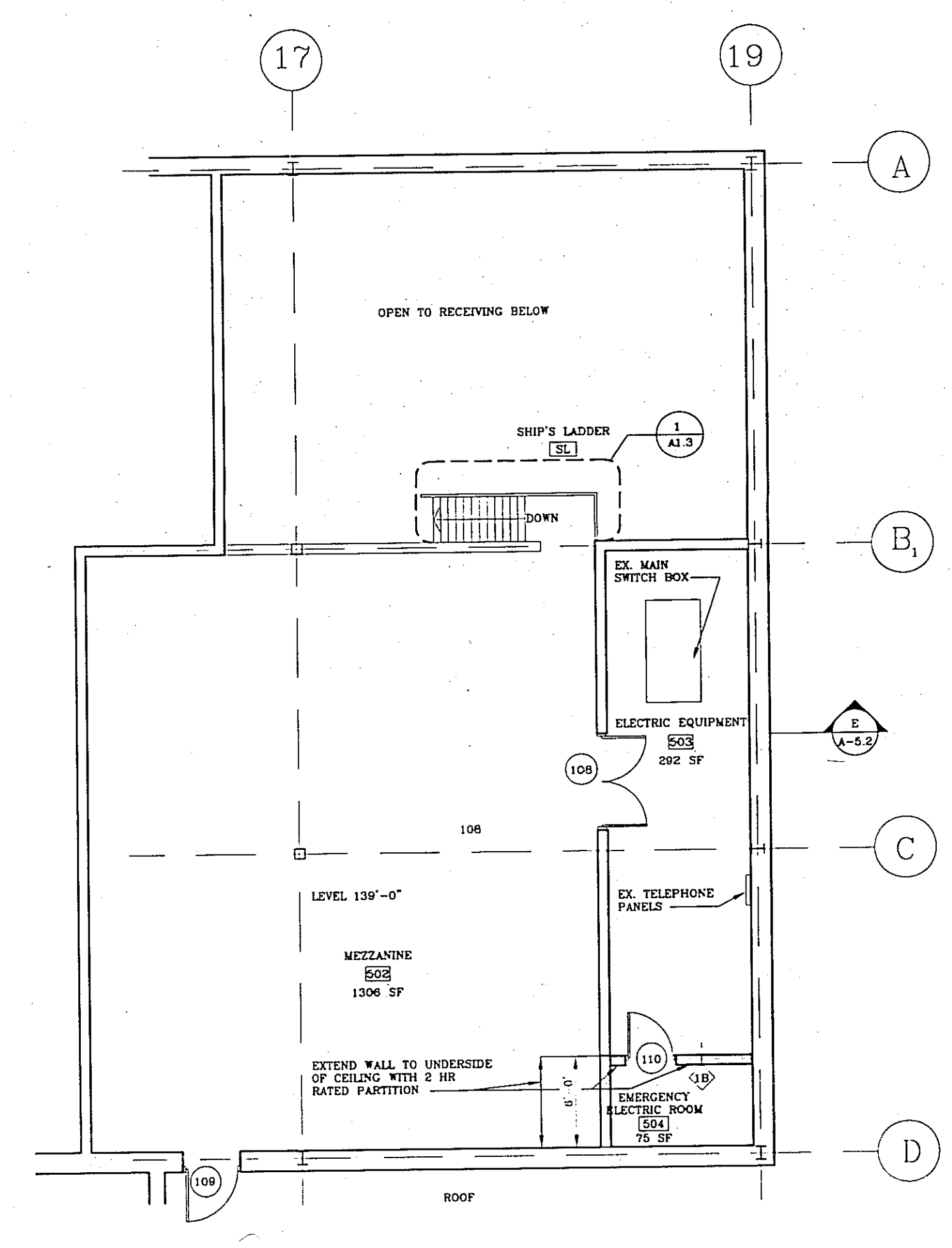
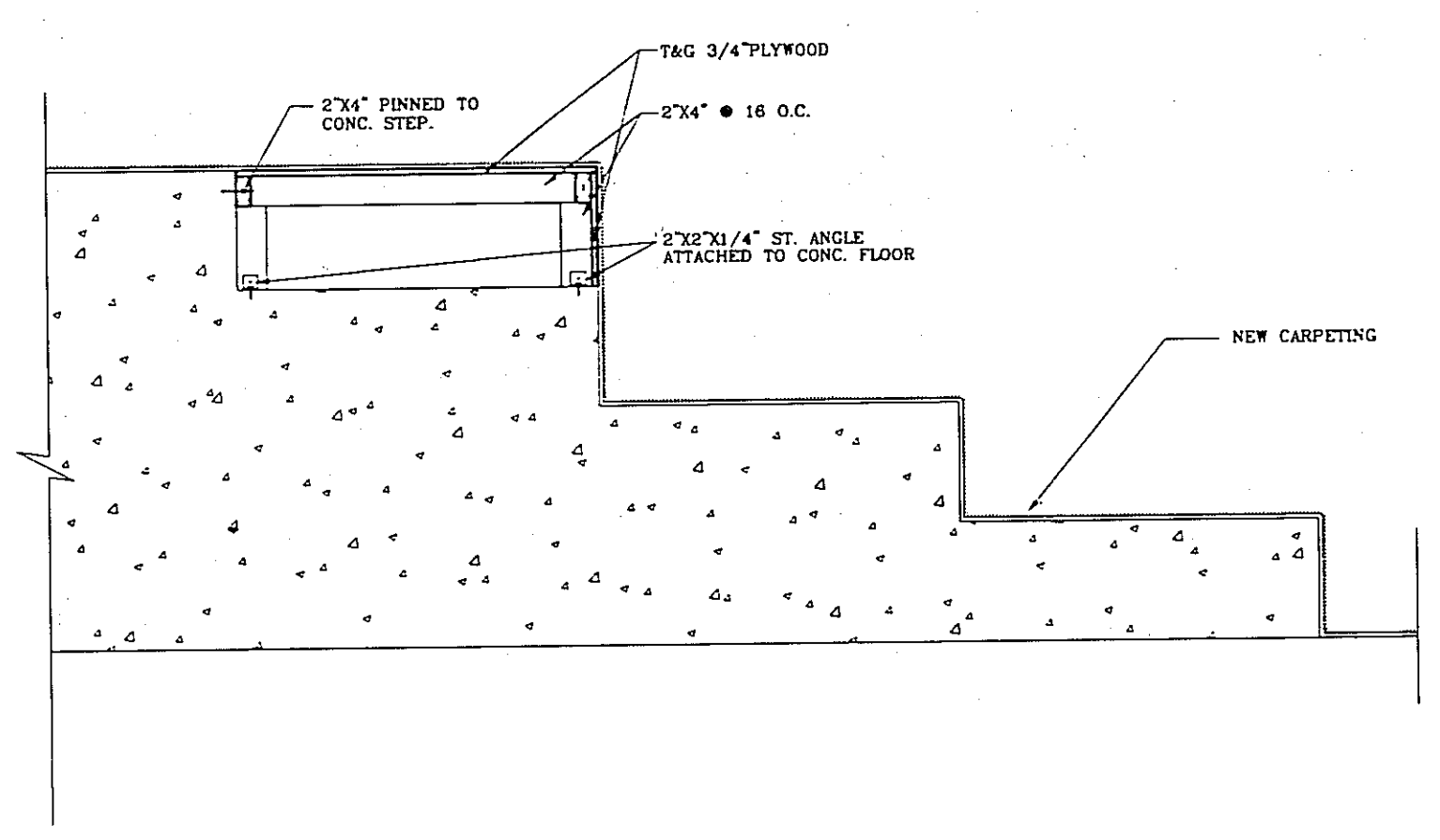
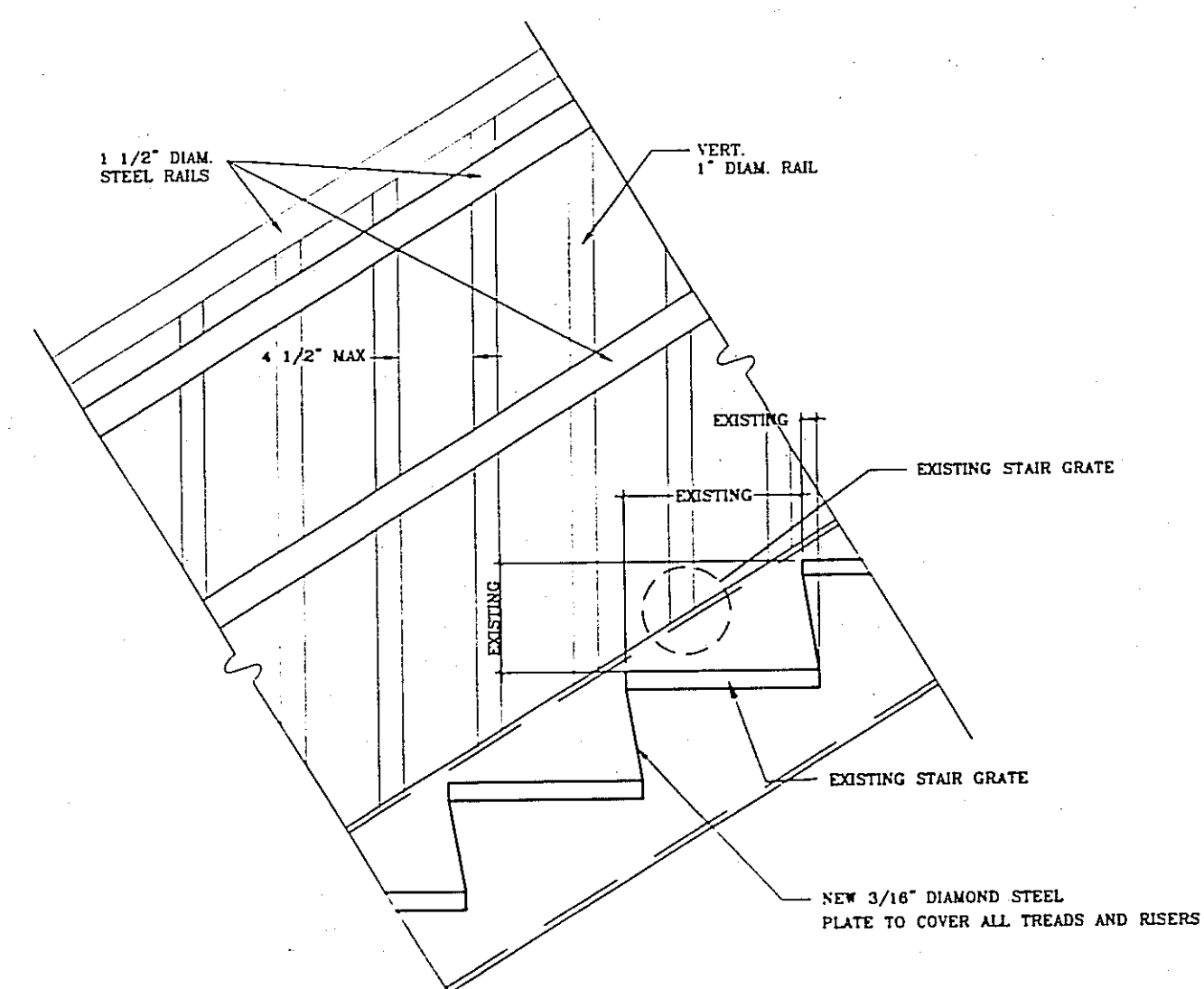
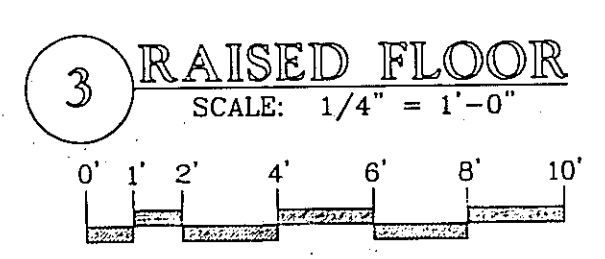
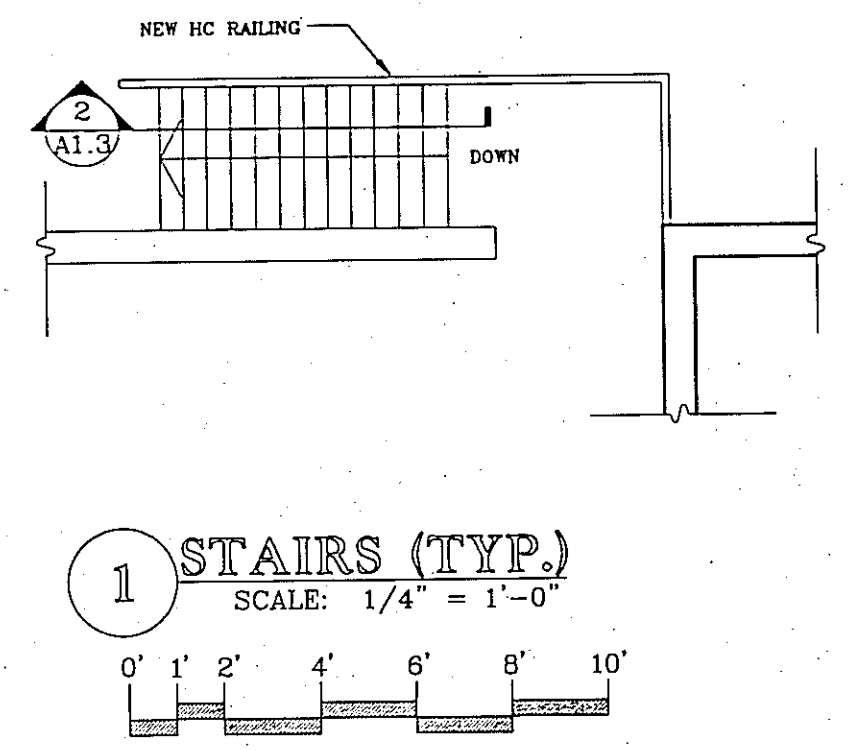
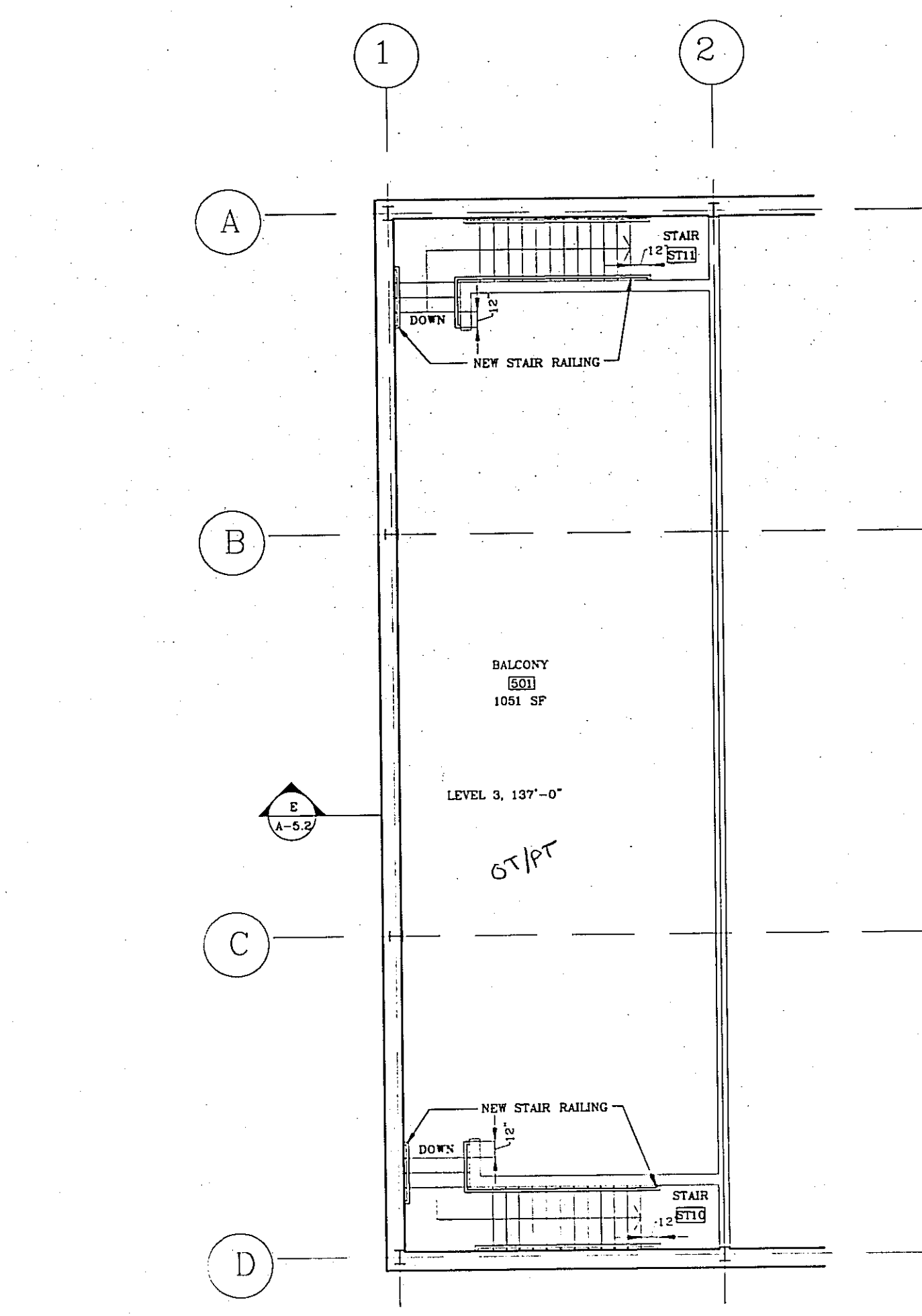
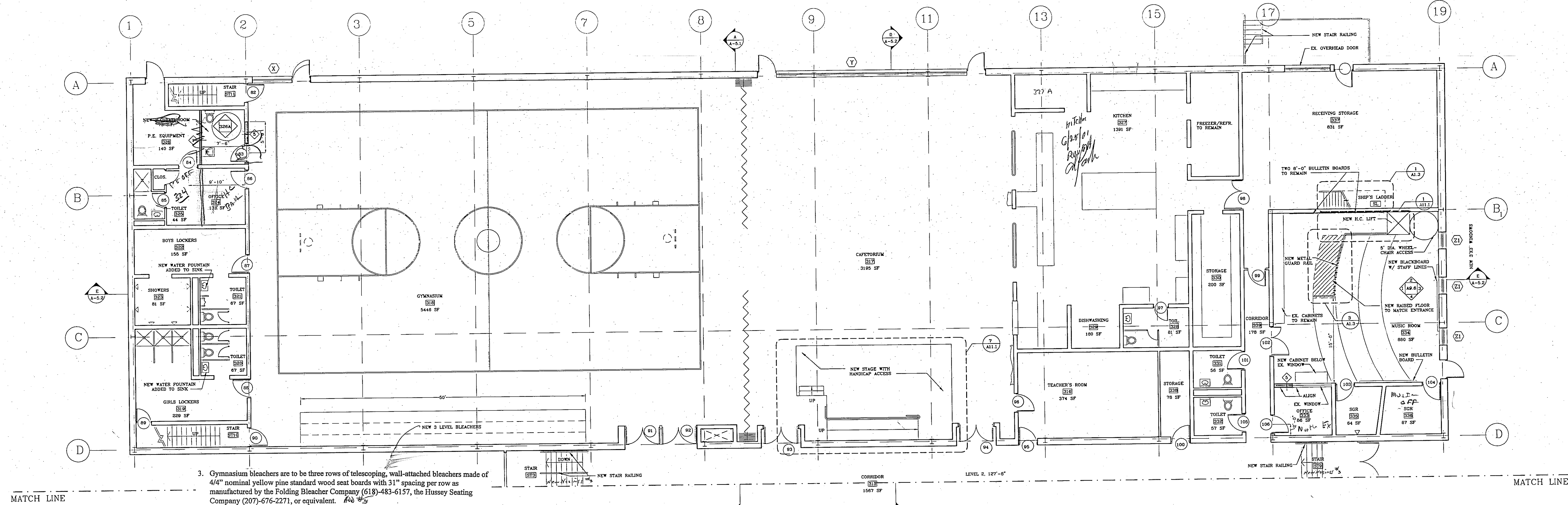
TOWN OF AMESBURY, MA

ARCADD, INC.
ARCHITECTURE PLANNING
INTERIOR DESIGN & ENGINEERING
1105 WASHINGTON ST.
WEST NEWTON, MA
OFFICE (617) 552-1100
FAX (617) 552-1101
EMAIL: ARCADD@ARCADD.COM



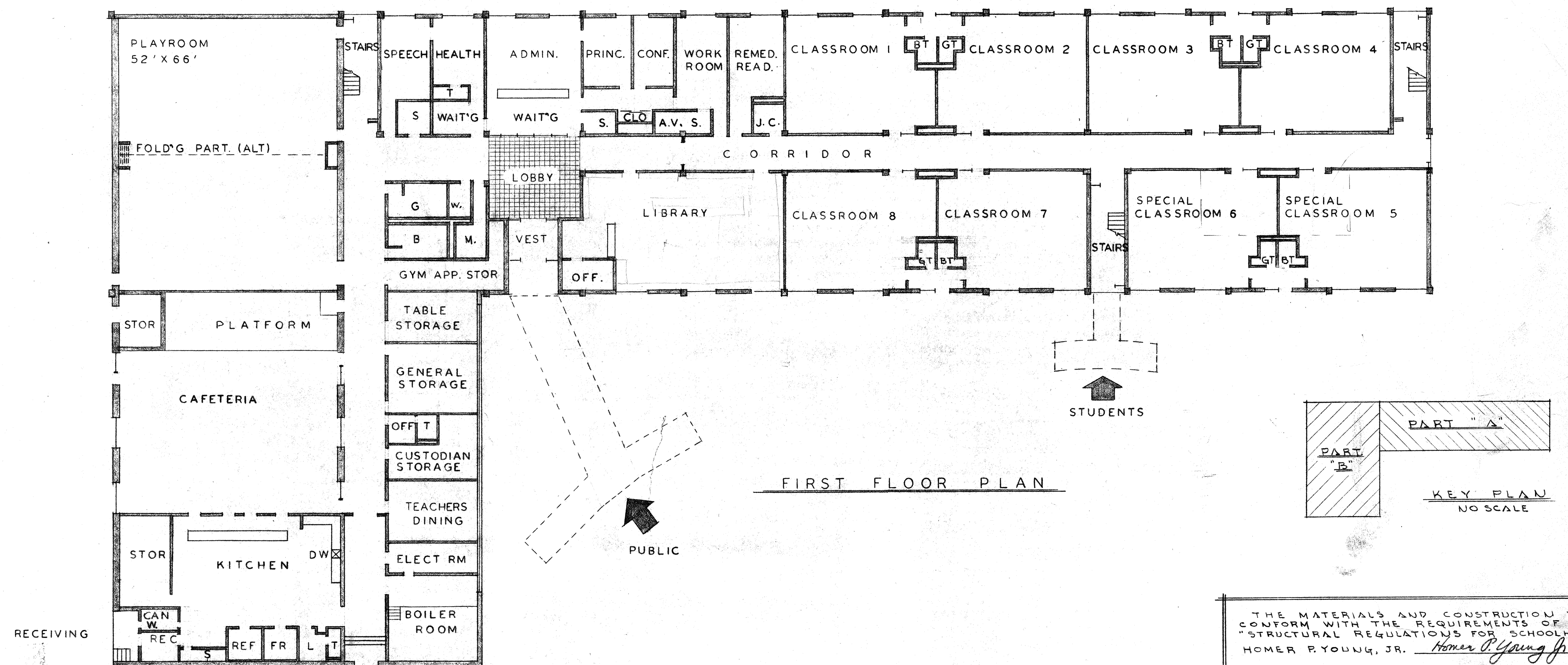
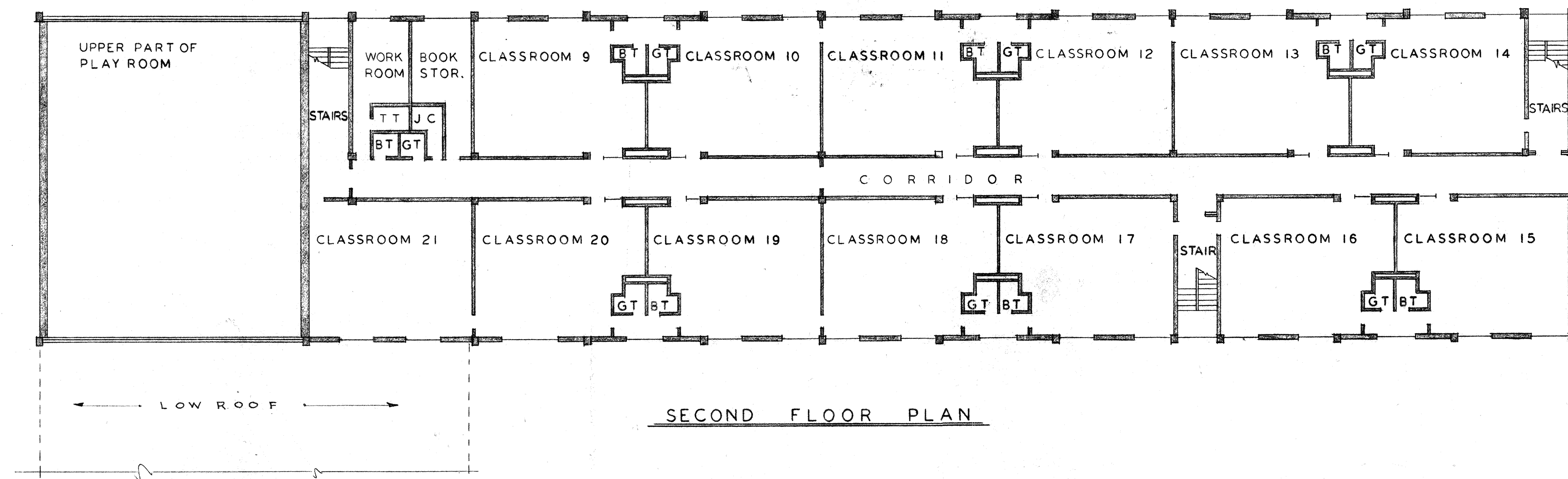
CHARLES C. CASHMAN ELEMENTARY SCHOOL
TOWN OF AMESBURY, MA

A1.3 FLOOR PLAN LEVELS 2, 3
PLAN LEVELS 2, 3
REVISIONS:
NUMBER 17 OF 72 DATE: 05.15.00
SCALE: 1/8" = 1'-0"
ARCADD PROJECT NUMBER: 9909
FILE: 9909INDA
DESIGNED BY: HA
CHECKED BY: HA
DRAWN BY: GIL, CH, JC, ML, HP

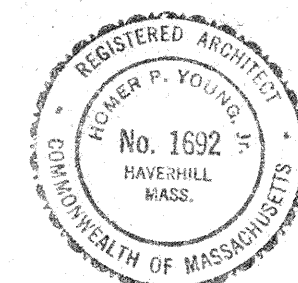


3. The 3/16" diamond plate shown on Drawing A1.3 is to cover the treads and risers on the ship's ladder stair only—it is to go on top of the existing open treads. #40 #5

▽ = DATA OUTLET
= NEW CONSTRUCTED WALL



HOMER P. YOUNG, JR.
ARCHITECT
90 KENOZA AVE.
HAVERHILL, MASS.



AMESBURY ELEMENTARY SCHOOL
AMESBURY, MASS.

SCALE 1/16" = 1'-0"	ARCHITECTURAL	5
DATE 7-1-66		
DRAWN BY S. J. S.	FLOOR PLANS	A-1
CHECKED H.P.Y.		

Amesbury Middle School

GRADE 5

