

City of Salem, Massachusetts



INVITATION FOR BIDS

IFB #27-01-DPS

LEAK DETECTION SERVICES

June 17, 2026

BIDS DUE:

July 9, 2026 11AM

Late Bids Will Be Rejected

*Late bids will be rejected

Anthony Delaney
Chief Procurement Officer
93 Washington Street, 2nd Floor
Salem, MA 01970
adelaney@salem.com
978-619-5695

Invitation for Bids

Leak Detection Services

Table of Contents

Invitation to Bid	Pages 1-2
General Information	Page 3
Scope of Services	Pages 3-4
Quantities	Page 4
Pre-Bid Conference	Page 5
Bidder Eligibility and Minimum Evaluation Criteria	Page 5
Basis of Award	Pages 5
Technical Proposal Submittal	Pages 5-6
Price Proposal Submittal	Page 6
Bid Proposal	Pages 6-7
Security Deposit	Page 7
Insurance and Indemnification	Pages 7-9
Normal Working Hours	Page 9
Traffic Safety	Page 9
Schedules and Deadlines	Page 9
Legal Damages	Page 10
Invoicing and Payment	Page 10
Miscellaneous	Page 10
City of Salem Sample Contract	Pages 11-17
Leak Detection Services Required Certifications and Submittals	Pages 18-21
Bidder's Checklist	
Price Proposal Form	
Price Proposal Submittal	
Technical Proposal Submittal	
Signed Certificate of Non-Collusion	
Signed Tax Compliance	
Corporate Bidder (if applicable)	
Certificate of Corporate Authority	
Prevailing Wage Certification	
Debarment Certification	
Labor Harmony and OSHA Certification	
References Form	



CITY OF SALEM

INVITATION FOR BIDS

The City of Salem, Massachusetts is seeking proposals from qualified firms for furnishing leak detection services for the City's water transmission and distribution system. The services will include a system-wide survey as an initial step and follow-on surveys for areas where leaks were detected and repaired.

The City is seeking submissions from firms which provide conventional acoustic/correlators technologies at this time. The City reserves the right to engage either a single firm or multiple firms to provide services under this contract.

Separately sealed Technical Proposals and Price Proposals will be received by the Purchasing Department, Salem City Hall, Second Floor, 93 Washington Street, Salem, MA 01970, until 11:00 a.m. on July 9, 2026. Responses to this IFB must consist of two separate documents, Technical Proposal and Price Proposal.

PROPOSERS MUST NOT SUBMIT ANY COST INFORMATION ANYWHERE IN THE TECHNICAL PROPOSAL. NON-COMPLIANCE WITH THIS REQUIREMENT WILL RESULT IN DISQUALIFICATION.

The required contents of the Technical Proposal submitted are described in Section 7 of this IFB. A package contains three copies of the Technical Proposal and must be labeled and submitted as follows:

PROPOSER NAME: _____
LEAK DETECTION TECHNICAL PROPOSAL

The required contents of the Price Proposal submitted are described in Section 8 of this IFB. A package containing three copies of the Price Proposal and must be labeled and submitted as follows:

PROPOSER NAME: _____
LEAK DETECTION PRICE PROPOSAL

A copy of the Invitation for Bid (IFB), which contains the Contract Documents is available for examination and download from the City of Salem website at <https://www.salem.com/bids>. Hard copies will not be distributed.

Office hours are Monday through Wednesday 8:00 a.m. to 4:00 p.m., Thursday 8:00 a.m. to 7:00 p.m., and Friday 8:00 a.m. to noon, excluding City holidays. The Chief Procurement Officer email is adelaney@salem.com.

The term of this contract is one year with two optional one-year extensions. Prices proposed shall be valid for three years.

The procurement and award of this contract will be performed under the provisions of Massachusetts General Laws Ch. 30B.

The City of Salem reserves the right to consider all proposals for 60 calendar days after receipt thereof and further reserves the right to reject any or all proposals in whole or in part, or to accept the proposal deemed most advantageous for the City of Salem. Proposers may not withdraw their proposals in this 60-day period.

RAY JODOIN
DPS DIRECTOR

ANTHONY DELANEY
CHIEF PROCUREMENT OFFICER

1) GENERAL INFORMATION

- a) The City of Salem water system has a total of approximately 125 miles of water mains, including approximately 15 miles of transmission mains, and approximately 10,300 customers. The distribution mains range from (4 to 16-inch). The transmission mains range from (16 to 36-inch).
- b) The vast majority of the City's water mains are cast iron and ductile iron pipes with copper service pipes.
- c) Most of the City's water mains are located within Salem itself. The Salem water transmission system, however, begins at the Salem and Beverly Water Treatment Plant, located in the City of Beverly. To convey water to the City of Salem, the transmission mains pass through parts of Beverly, Danvers, and Peabody.

2) SCOPE OF SERVICES

a) Leak Detection Surveys

- 1. Firm shall provide water distribution system leak detection survey services to the City of Salem.
- 2. The number and size of such surveys to be ordered during the term of this Agreement is at the discretion of the City of Salem. The City intends to commence survey of all pipelines within the transmission and distribution system immediately upon award. The priority locations and volume of surveys will be negotiated with the Contractor prior to commencing. With that, the City intends to focus initially on transmission mains. The City reserves the right to order any number or length of surveys including transmission or distribution in or around roadways and cross-country mains.
- 3. The City is seeking submissions from firms which provide conventional acoustic/ correlators technologies.
- 4. The City reserves the right to engage either a single firm or multiple firms to provide services under this contract.
- 5. Firm shall furnish all equipment, labor, materials, and transportation to conduct the leak detection surveys.
- 6. Firm shall conduct the leak detection surveys with minimal disruption to traffic. Firm personnel shall comply with all traffic regulations, follow City safety procedures, and provide their own safety equipment and materials as needed. Where necessary due to traffic or noise issues, Firm shall perform leak detection at night and/or weekends to obtain satisfactory ambient conditions. If the Firm feels that traffic conditions require police details, the firm shall discuss, coordinate, and gain concurrence with the City prior to execution.
- 7. Firm shall coordinate the surveys with the Director of Public Services or designee and conduct the surveys with minimal disruption to the operation of the water system. The Firm shall not operate any valves, hydrants or cub stops; only staff designated by the Director of Public Services shall operate water system facilities. Each time the City orders surveys, the City will provide electronic copies and hard copies of GIS maps of the water system showing mains, valves, and hydrants. The maps will indicate the extent of the survey being conducted, and the estimated length of surveys.
- 8. At the time of initiating surveys, for estimating purposes, the Firm shall provide an approximate production rate for performing the surveys. Upon notice of award for an area to be surveyed, the Firm shall provide a schedule of execution.
- 9. Firm shall keep the Public Services Department and Police Department informed via email daily of the planned areas of work.
- 10. The City anticipates that the surveys may be conducted with acoustic listening equipment, followed by the use of noise correlators for leak pinpointing; or by use of correlation sensors as primary method.

11. The Firm shall follow industry standards for completing acoustic and correlator leak detection surveys including, but not limited to, 360 CMR 12 where applicable and appropriate.
12. Firm shall report service leaks to the City via email on a daily basis. When a leak on a service line is reported to the City, the City will close the curb stop before Firm has demobilized from Salem, to allow the firm to re-survey the location to determine which side of the curb stop or gate valve the leak is located. There will be no additional compensation for returning to the location for this purpose.
13. Firm shall mark out location of pinpointed leak with marking paint (pink or blue).
14. Firm shall coordinate with the Director of Public Services or designee to repeat acoustic or correlated leak detection following service box or valve closure to confirm suspected location where feasible.
15. For any leaks identified by the Firm and repaired by the City before Firm demobilized from Salem, Firm shall re-survey the areas repaired to confirm leak has been repaired with no additional compensation for the survey.

b) Leak Documentation - Individual Leak Report

For each leak discovered, Firm shall provide a one-page report on a form that has been approved by the City. The report shall include at least the following:

- Diagram showing the location of the leak with respect to nearby valves hydrants or other surface features including hydrant or valve ID as provided by the City on water system map.
- Building address nearest to the leak.
- A unique leak identification number.
- Date and time of the detection.
- Indication of location of leak, whether leak is on main, valve, hydrant, or service.
- Type of ground surface at leak location.
- Priority ranking of the leak in terms of leakage significance and repair priority (e.g., A=high priority, B = medium priority, C= low priority).
- Estimated leakage rate in gallons per minute or gallons per day.
- Name of person conducting the survey

c) Leak Survey Summary Report

For each survey ordered Firm shall compile all the individual leak reports into a Leak Summary Report. The summary report shall include the following:

- Map showing all water mains survey and the location of the leaks.
- Annotation on the map of any discrepancies identified between the map's information of the water system facilities and actual facilities encountered, and a list of such discrepancies.
- List and summary of all leaks, itemized by type (e.g., main, valve, hydrant, service).
- Priority ranking of the leak in terms of leakage significance and repair priority (e.g., A=high priority, B = medium priority, C= low priority).
- List and summary of estimated leakage.

3) QUANTITIES

- a) The number and size of such surveys to be ordered during the term of this Agreement is at the discretion of the City of Salem. The City intends to commence survey all pipelines within the transmission and distribution system immediately upon award. The priority locations and volume of surveys will be negotiated with the Contractor prior to commencing. With that, the City intends to focus initially on the transmission main pipelines. The City reserves the right to order any number or length of surveys including transmission or distribution in or around roadways and cross-country mains.

Table 1 Water Distribution System Pipe

Pipe Material	Approximate Miles of Pipe
Cast Iron (CI)	110
Concrete Lined Ductile Iron (CLDI)	0.6
Polyvinyl Chloride (PVC)	0.3
Copper (CU)	0.03
High-Density Polyethylene (HDPE)	1.00
Acrylonitrile Butadiene Styrene (ASB)	0.37
Ductile Iron (DI)	12.7
Total Miles:	125

4) PRE-BID CONFERENCE

- a) A pre-bid conference is not anticipated for this project.

5) BIDDER ELIGIBILITY AND MINIMUM EVALUATION CRITERIA

- a) Bidder must comply with all requirements of this IFB in order to be considered eligible for award.
- b) Firm is authorized to do business in the Commonwealth of Massachusetts and will provide to Owner a copy of the associated documentation from the Secretary of State prior to entering into an Agreement with the City of Salem.
- c) Firm has at least five years' experience in providing water distribution system leak detection services.
- d) Firm's designated project representative (individual) has at least five years' experience performing leak detection surveys.
- e) Firm has, or is able to obtain, insurance coverage specified in this IFB.
- f) The Firm shall provide up to five (5) references for leak detection surveys that have been completed within the last five years. The Firm shall include contact name, telephone number, email address, organization, and title.

6) BASIS OF AWARD

The basis of award shall be the lowest responsive and responsible bidder. In determining a responsive and responsible bidder, the City will consider pricing, experience, sample procedure, and references in selecting the successful bidder.

7) TECHNICAL PROPOSAL SUBMITTAL (SEPARATE ENVELOPE)

Proposers shall structure their Technical Proposals to address the following questions and requirements in the order listed to facilitate the City's review of the proposals.

The City anticipates that the surveys may be conducted with acoustic listening equipment, followed by the use of noise correlators for leak pinpointing or by the use of correlating sensors as the primary method, utilizing multiple (2 to 10) correlations sensors.

1. Please provide qualification information and contact information for your firm. How long has your firm been in the business of providing leak detection services?
2. Please name the individual who will be the authorized representative for completing the surveys, receiving notices and for day-to-day project administration. Provide qualifications with years of leak detection experience and contact information for that individual.
3. Please provide a list of at least five leak detection surveys you have completed within the past five years that each involve at least 50 miles of water main surveyed. Provide up to 10 projects if available. The list should include:

- Utility name and address
 - Contact name, title, email, and phone number
 - Year(s) of project
 - Miles of main surveyed
 - Number of main and service leaks located and/or estimated gallons located
4. Please describe the equipment you will utilize to conduct the leak detection surveys, including manufactures and model numbers as well as year of manufacture. The response should include all equipment that may be utilized in Salem.
 5. For surveys in or adjacent to City streets, please describe in detail how you will perform the survey. Among the items to discuss in the conventional acoustic/correlator survey are frequency of listening to contact points (e.g., hydrants, valves, curb stops), and frequency of listening from the ground surface over the main. For correlator-based surveys, describe number of correlator sensors to be used and methodology for deployment.
 6. Please discuss how you will vary the procedures described in number 5 above when surveying cross-country mains, subaqueous mains, and non-metallic mains.

8) PRICE PROPOSAL SUBMITTAL (SEPARATE ENVELOPE)

Refer to the Price Proposal Form included herein.

9) BID PROPOSAL

- a) The City of Salem may, at its exclusive option, extend resulting Contracts for up to two (2) additional (1) calendar year periods at the unit prices bid. Extensions are subject to the availability of funds appropriated to perform the contracted work and do not constitute a commitment by the City of Salem to engage Firm's services on the basis of stated estimated quantities.
- b) The City of Salem reserves the right to accept or reject any and all bids or portions thereof, to waive any informality in bidding, and to recommend awards as appears in the best interest of the public/City.
- c) All general requirements and terms and conditions contained in the "General Information" section of this IFB shall become part of and contained in any resulting Contract, except those terms, conditions, and requirements peculiar to specifications for named types of work shall supersede.
- d) All exceptions to this IFB shall be listed and clearly identified in the Technical Proposal. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City (not including any effects upon prices which must instead be described in the Price Proposal) and a description of any advantages to be gained by the City as a result of these exceptions.
- e) The Proposer shall deliver three copies of its Technical Proposal submittal and three copies of its Price Proposal submittal no later than that time specified in the invitation to:

**City of Salem Purchasing Department
93 Washington Street, Second Floor
Salem, MA 01970**

- f) Responses to this IFB must consist of two separate envelopes:

PROPOSERS MUST NOT SUBMIT ANY COST INFORMATION ANYWHERE IN THE TECHNICAL PROPOSAL. NON-COMPLIANCE WITH THIS REQUIRMENT WILL RESULT IN DISQUALIFICATION.

The required contents of the Technical Proposal submitted are described in Section 5 of this IFB. A package contains three copies of the Technical Proposal must be labeled and submitted as follows:

PROPOSER NAME: _____
LEAK DETECTION TECHNICAL PROPOSAL

The required contents of the Price Proposal submitted are described in Section 6 of this IFB. A package containing three copies of the Price Proposal must be labeled and submitted as follows:

PROPOSER NAME: _____
LEAK DETECTION PRICE PROPOSAL

The procurement and award of this contract will be performed under the provisions of Massachusetts General Laws Ch. 30B.

All questions regarding this IFB shall be directed to the Chief Procurement Officer. Contact information can be found in the Invitation. Questions must be received no later than seven calendar days before the date set for receipt of proposals.

Bids must be signed and dated by an authorized representative of the Bidder and accompanied by proof of authorization (e.g., certificate of corporate vote, corporate seal, etc.) when representing a business entity other than a sole proprietorship.

Proposals received by the City after the time and date specified in the Invitation shall be refused and returned unopened to the respective Proposer.

Delivery of the two proposal documents will be at the Proposer's expense. Any and all damages that may occur due to packaging or shipping of the proposal documents will be the sole responsibility of the Proposer.

This IFB document and all included forms and requirements will be incorporated into all resulting contracts. Bid envelopes must contain the following documents:

- Price Proposal Form
- Price Proposal Submittal (SEPARATE ENVELOPE)
- Technical Proposal Submittal (SEPARATE ENVELOPE)
- Signed Certificate of Non-Collusion
- Signed Tax Compliance
- Corporate Bidder (if applicable)
- Certificate of Corporate Authority
- Prevailing Wage Certification
- Debarment Certification
- Labor Harmony and OSHA Certification
- References

10) **SECURITY DEPOSIT**

- a) A Bid Bond is not required for this IFB.

11) **INSURANCE AND INDEMNIFICATION**

- a) Successful Proposer shall be required to provide Insurance Certificates as part of the Contract documents at the time of Contract signing, demonstrating that the required forms and limits are in effect during the term of the Contract. See attached Contract for all information and limits pertaining to insurance policies and requirements.
- b) City of Salem shall be named as Additional Insureds and shall be provide with copies of actual policies upon request.
- c) All insurance coverages shall be in force from the time of execution of the Agreement to the date when all work under the contract is completed and accepted by the CITY. Firm shall notify the CITY should coverage become unavailable or if its policy should change.
- d) Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed

with the contract. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the CITY at least 15 days prior to the intended effective date thereof, which date should be expressed in said notice.

- e) The FIRM shall assume the defense, indemnify and hold harmless the CITY, the CITY'S agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said FIRM, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the CITY may elect to indemnify the FIRM for claims arising in tort if it is determined that the FIRM performed its obligations under this Firm pursuant to the direct supervision and control of the CITY or its designated agent(s).
 - f) The CONTRACTOR shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.
 - g) Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and FIRM shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.
 - h) Prior to commencement of any work and until completion of its work under this CONTRACT shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached herewith: General - The Firm shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Firm agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Firm to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.
- 2) Firm's Comprehensive General Public Liability and Property Damage Liability Insurance - The Firm shall carry Comprehensive General Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Firm's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.
- 3) Comprehensive Automotive and Property Damage Insurance - The Firm shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Firm while performing work under the Contract in the amount of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property.
- a) The Firm must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.
 - b) No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said

notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Firm.

- c) All insurance coverage shall be at the sole expense of the Firm and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.
- d) Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and may constitute sufficient grounds for immediate termination of the same.
- e) All required insurance must be endorsed to name the CITY as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City on the General Liability policy. All policies and certificates for insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY. The CONTRACTOR under this CONTRACT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

12) **NORMAL HOURS OF WORK**

- a) Normal Hours of Work shall be between the hours of 7:00 AM and 4:00 PM Monday through Friday, unless otherwise specified. Work shall not be performed on Saturdays, Sundays, Holidays or other than during Normal Hours of Work without express authorization from the City of Salem's Designee as identified in the Contract documents.

13) **TRAFFIC SAFETY**

- a) If police details are required for the Firm's work, Firm shall inform the City Engineer or designee and shall then coordinate with the police department to provide police details. Invoices for police details shall be sent to the City Engineer for payment. Police details ordered but not used due to absence of Firm representatives shall be the responsibility of the Firm.
- b) Contractors that cancel scheduled work to which police, or public works personnel are assigned on an additional pay basis are subject to contract back charges for costs incurred at the discretion of the City of Salem.

14) **SCHEDULES AND DEADLINES**

- a) Start and Finish Work: Firm shall be available to begin work at locations designated by the City no later than ten (10) business days from the date of execution of a Contract or on a schedule approved by the City of Salem. Once work has been started, Contractors shall remain on the job until all scheduled work is completed to the satisfaction of the City.
- b) Presence Known to Municipality: All work must be scheduled in advance and performed with the knowledge and consent of the Municipality. Contractors may not perform work within the Municipality absent such knowledge and consent.
- c) Timeliness and Approved Delays: Time shall be of the essence regarding performance of each and every portion of the contracted work. Work schedules approved by the City shall be binding upon the Firms except for reasonable delays due to weather, failure of the City in the timely performance of any of its prerequisite obligations, or site-related circumstances beyond the control of the Firm. Extensions of time resulting from such delays are subject to approval by the City and may not be unreasonably withheld.
- d) Failure To Appear for Scheduled Work: Contractors that fail to appear for or cancel scheduled work to which police, or public works personnel are assigned on an additional pay basis, will be subject to contract back charges for costs incurred at the discretion of the City. Such changes may include preparation by others that is required to be repeated.
- e) The Contractor shall not subcontract or sublet any portion of the work without the written consent of the City or its designated agent.

15) **LEGAL DAMAGES**

- a) If Contractors neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereby granted by the City, then Contractors hereby agree, as part consideration for the awarding of this Contract, to pay to the City the **amount of \$250 per day**, not as a penalty but as liquidated damages for

such breach of Contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for complete the work.

- b) The said amount is fixed and agreed upon by and between Contractors and Participating Member Municipalities because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

16) **TERMINATION FOR CAUSE**

- a) This Contract may be terminated for cause due to unsatisfactory performance, after written warning and an opportunity for Contractors to correct the subject performance; or due to the absence of a municipal appropriation for the type of work for which the contract is made. Contractors will hold the City harmless from all damages as a result of funding constraints. The City shall make a reasonable good faith effort to obtain sufficient additional appropriations to pay for work authorized and performed in excess of appropriations.

17) **INVOICING & PAYMENT**

- a) Payment for services will be made no more frequently than monthly.
- b) Pricing shall be based on unit (or other) prices as bid.
- c) Invoices shall clearly indicate quantities, hours, location, prices and other applicable measures that can be verified by the City on the basis of documented weight, service or delivery slips provided at the time work was performed or delivery/pick-up occurred. Labor and material costs shall be clearly outlined on all invoices.
- d) Contractors must provide the City of Salem with completed and signed Certified Payroll Records and Statement of Compliance Forms.
- e) All invoices will be paid within thirty days of receipt of the above.

18) **MISCELLANEOUS**

- a) Terms, conditions, and requirements peculiar to specifications for named types of work shall supersede those contained in the "GENERAL INFORMATION" section of this IFB.
- b) Contractors must make a diligent effort to coordinate scheduled work with the City.
- c) Contractors shall complete all work of a continuous nature scheduled and called for by the City prior to leaving the worksite or the municipality unless so authorized by the City.
- d) In the event the Parties loan equipment of any kind to each other, they promise to return the equipment of any kind to each other in equal or better condition at the conclusion of use.

CITY OF SALEM SAMPLE CONTRACT

CONTRACT NO. X-0.0
CITY OF SALEM
CONTRACT FOR SERVICES
Over \$10,000

This agreement is made and entered into by and between the City of Salem (hereinafter the CITY), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____ (hereinafter the CONTRACTOR).

ARTICLE I. DEFINITION.

This CONTRACT as used herein shall mean these articles, and the “contract documents” which include but are not limited to the following identified items and all documents, and forms submitted therewith, or attached hereby.

- Attachment A: Scope of Services, and/or other bid package materials
- Attachment B: Additional Contract Terms and Conditions
- Attachment C: Statement of Corporate Authority
- Addenda: _____

ARTICLE II. AMOUNT AND DURATION.

This CONTRACT in an amount not to exceed \$_____ shall commence on or about _____ and shall terminate no later than _____, unless a written amendment to renew or extend this CONTRACT is executed in accordance with the provisions of this CONTRACT.

ARTICLE III. PERFORMANCE.

The Contractor agrees to provide all goods and/or services set forth in Invitation for Bids, Documents, Scope of Services, and the CONTRACTOR’s bid _____ and/or as outlined in ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE IV. TERMINATION.

Without Cause. The CITY may terminate this CONTRACT on sixty (60) calendar days notice, or may suspend this CONTRACT for up to sixty (60) calendar days upon receipt of notice, when in the best interests of the City by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR.

For Cause. If the CONTRACTOR is determined by the CITY to be in default of any term or condition of CONTRACT, the CITY may terminate this contract on thirty (30) days notice by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR. If the CITY is determined by the CONTRACTOR to be in default of any term or condition of this CONTRACT the CONTRACTOR may terminate this contract on thirty (30) days notice by providing notice to the CITY, which shall be in writing and shall be deemed delivered and received when given in person to the CITY, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CITY.

Default. The following shall constitute events of default under this CONTRACT: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure to perform any of its obligations under this CONTRACT including, but not limited to the following: (i) failure to commence performance of this

CONTRACT at the time specified in this CONTRACT due to a reason or circumstance within the CONTRACTOR'S reasonable control, (ii) failure to perform this CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of this CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR'S reasonable control, (iii) failure to performance this CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the CONTRACTOR'S reasonable control, (vi) failure to comply with a material term of this CONTRACT, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this CONTRACT as constituting a basis for termination of this CONTRACT, and (viii) failure to comply with any and all requirements of state law, and/or regulations, and City ordinances, and/or regulations.

ARTICLE V. REMEDIES OF THE CITY.

The CITY may deduct the cost of any substitute contract or performance for expenses, losses, and all damages, including incidental and consequential damages as a result of any event of non-conformance or non-performance of the CONTRACTOR in complying with the terms of this CONTRACT, and shall withhold such expenses, losses, and damages from sums due, or to become due.

ARTICLE VI. REMEDIES OF THE CONTRACTOR.

If the damages, other than loss, non-conformance, or non-performance, are actually sustained by the CONTRACTOR due to any act or omission for which the CITY is legally responsible the CITY shall allow a sum equal to the amount of such damages sustained by the Contractor as determined by the CITY in writing, provided the Contractor shall have provided to all signatories of the contract a detailed written statement of such damages and cause thereof within 30 days of the act of omission by the CITY.

ARTICLE VII. ASSIGNABILITY.

The CONTRACTOR shall not assign, subcontract or in any way transfer any interest in this contract without the prior written consent of the Procurement Officer of said City. In the event of such occurrence the City reserves the right to deal with any assignee subcontractor or transferee directly and the contractor agrees to remain bound by all terms and conditions of this contract in accordance with its original tenor. The provisions of this CONTRACT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the CONTRACTOR and any public body or bodies succeeding the interests of the CITY.

ARTICLE VIII. INDEMNIFICATION.

The CONTRACTOR shall assume the defense, indemnify and hold harmless the CITY, the CITY'S agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said CONTRACTOR, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the CITY may elect to indemnify the CONTRACTOR for claims arising in tort if it is determined that the CONTRACTOR performed its obligations under this CONTRACT pursuant to the direct supervision and control of the CITY or its designated agent(s).

ARTICLE IX. WORKER'S COMPENSATION AND OTHER INSURANCE.

The CONTRACTOR shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and CONTRACTOR shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. Prior to commencement of any work and until completion of its work under this CONTRACT shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached

herewith: General - The Firm shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Firm agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Firm to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Firm's Comprehensive General Public Liability and Property Damage Liability Insurance - The Firm shall carry Comprehensive General Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Firm's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Firm shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Firm while performing work under the Contract in the amount of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property.

The Firm must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Firm.

All insurance coverage shall be at the sole expense of the Firm and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and may constitute sufficient grounds for immediate termination of the same.

All required insurance must be endorsed to name the CITY as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City on the General Liability policy. All policies and certificate for insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY. The CONTRACTOR under this CONTRACT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

ARTICLE X. CORPORATE CONTRACTOR.

If CONTRACTOR is a corporation, CONTRACTOR shall endorse the Certificate of Corporate Authority for the CONTRACTORS' signatory (Attachment C), or shall otherwise provide a form similar in nature and substance acceptable to the CITY.

If CONTRACTOR is a non-profit corporation, CONTRACTOR shall provide satisfactory proof of present status as a non-profit corporation. Such proof shall be in the form of a certification from the Massachusetts Secretary of State's office and/or from the Internal Revenue Service and shall provide the Federal Tax Identification Number of the non-profit corporation. This agreement shall not be enforceable against the CITY unless and until the CONTRACTOR complies with this section. Failure to inform the CITY in writing of revocation, or other loss of non-profit status shall be deemed a material breach of this contract and operate as an immediate termination thereof.

ARTICLE XI. SUBJECT TO APPROPRIATION.

The obligations of the CITY under this CONTRACT shall be subject to appropriation. In the absence of appropriation this CONTRACT shall be immediately terminated without liability for damages, penalties, or other charges.

In the requisite circumstances, the obligations of the CITY under this CONTRACT shall be subject to the formal award of the state, federal grant.

ARTICLE XII. DOCUMENTS, MATERIALS, ETC.

Any materials, reports, information, data, etc. given to or prepared or assembled by the CONTRACTOR under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR (except agents, servants, or employees of the CONTRACTOR) without the prior written approval of the CITY, except as otherwise required by law. The CONTRACTOR understands that he/she/it may acquire or have access to "personal data" otherwise kept by the CITY. The CONTRACTOR shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security privacy and use of confidential data.

Any materials produced in whole or in part under this CONTRACT shall not be subject to copyright, except by the CITY, in the United States or any other country. The CITY shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize other to use, in whole or in part, any reports, data or other materials prepared under this CONTRACT.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the CITY shall vest in the CITY at the termination of this CONTRACT. The CONTRACTOR shall at all times, during or after termination of this CONTRACT, obtain the prior written approval of the CITY before making any statement bearing on the work performed or data collected under this CONTRACT to the press or issues any material for publication through any medium.

ARTICLE XIII. AUDIT, INSPECTION, RECORD KEEPING.

At any time during normal business hours, and as often as the CITY may deem it reasonably necessary, there shall be made available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement.

Further the CONTRACTOR agrees to make its work papers, records and other evidence of audit available to the CITY for a period of three years after final payment under his CONTRACT. The CIT shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at such time.

ARTICLE XIV. WEEKLY PAYROLL RECORDS REPORT.

In accordance with Massachusetts General Law c. 149, s. 27B, a true and accurate record must be kept of all individuals employed on a public works construction project for which prevailing wage rates are applicable. In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of their weekly payroll records to the awarding authority. Once collected, the awarding authority is also required to preserve those records for three years.

ARTICLE XV. CONFLICT OF INTEREST.

CITY. No officer, member or employee of the CITY and no members of its governing body who exercise any function or responsibility in review or approval of the undertaking or carrying out of this CONTRACT shall participate in any decision relating to the CONTRACT which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she has a direct or indirect pecuniary interest. None of the services to be provided by the CONTRACTOR shall be used for any partisan political activity or further the election or defeat of any candidate for political office in the CITY. Compliance with this section shall be material to the CONTRACT.

CONTRACTOR. CONTRACTOR agrees that his/her/its agents, servants, and employees have neither presently nor during the period of this CONTRACT any interest direct or indirect which would impair, detract, or conflict in any manner or degree with the performance of services required under this CONTRACT. The CONTRACTOR, his/her/its agents, servants or employees further stipulates that in the performance of this CONTRACT, no person having any such interest shall be employed. Conflicts of Interest include but are not limited to (a) immediate family relationships with officials of the CITY, (b) instances where the CONTRACTOR, his/her/it agents, servants or employees during the period of this CONTRACT was connected as an officer, employee or member of the governing body of the CITY, and (c) instances where the CONTRACTOR has an interest in any CITY department, its agents, servants or employees or parcels of land within the CITY. Compliance with this section shall be material to the CONTRACT.

ARTICLE XVI. PAYMENT.

The CITY agrees to make all reasonable efforts to pay to the CONTRACTOR the sum set forth in the CONTRACTOR'S bid or proposal within thirty (30) days of receipt of an invoice at the Office of the City Auditor detailing the work completed.

Subject to pending statutory appeal rights, CONTRACTOR agrees that all sums otherwise due and payable to the CITY for outstanding taxes, fines, fees and or other municipal charges may be deducted from the sum(s) otherwise payable under this CONTRACT prior to disbursement to the CONTRACTOR.

ARTICLE XVII. CONFLICT.

In the event there is a conflict between these Articles and Attachment A. Attachment A shall supersede these Articles.

S

ARTICLE XVIII. WAIVER AND AMENDMENT.

The provisions contained in this CONTRACT may be modified only as specifically provided by ATTACHMENT B - ADDITIONAL TERMS AND CONDITIONS. Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this CONTRACT may be made only by written amendment executed by all signatories to the original agreement, prior to the effective date of the amendment.

To the extent allowed by law, all conditions, duties, and obligations contained in this CONTRACT may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

ARTICLE XIX. CERTIFICATION.

IN WITNESS WHEREOF, THE CONTRACTOR CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE CONTRACTOR IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

TAXES. PURSUANT to M.G.L. c. 62C, s. 49A, the CONTRACTOR has filed all state tax returns and complied with all laws of the Commonwealth relating to taxes.

DEBARMENT. The CONTRACTOR is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions.

AMERICANS WITH DISABILITIES ACT. The CONTRACTOR is aware of the recently enacted Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or conditions set out in the bid/proposal documents, bid/proposal specifications, and/or ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE XX. FORUM AND CHOICE OF LAW

This CONTRACT and any performance herein shall be governed by and be construed in accordance with the laws of Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

IN WITNESS WHEREOF the parties have hereto and to three other identical instruments set forth their hands the day and year first above written.

THE CITY:

THE CONTRACTOR:

Dominick Pangallo,
Mayor

Authorized Signature

Anthony Delaney,
Chief Procurement Officer

Print Name

Approved as to form:

Print Title

James Wellock, Esq.,
City Solicitor

Company

Approved as Contract Manager:

Status (Corporate/Non- Corporate)

Taxpayer Identification Number

I certify that funds have been encumbered in
the amount of : \$

Date

James LeBlanc,
Finance Director

LEAK DETECTION SERVICES
IFB NO. XX-XX-XXX
REQUIRED CERTIFICATIONS AND SUBMITTALS

Please Check:

Price Proposal Envelope

- Price Proposal Form
- Price Proposal Submittal
(SEPARATE ENVELOPE)

Technical Proposal Envelope

- Bidder's Checklist (this sheet)
- Technical Proposal Submittal
(SEPARATE ENVELOPE)
- 1- Signed Certificate of Non-Collusion
- 2 - Signed Tax Compliance
- 3- Corporate Bidder (if applicable)
- 4. - Certificate of Corporate Authority
(if applicable)
- 5- Prevailing Wage Certification
- 6- Labor Harmony and OSHA Certification
- 7- References

PRICE PROPOSAL SUBMITTAL (SEPARATE ENVELOPE)

Unit Prices proposed for leak detection services.

Firm may propose on Part A alone or Part B alone, or both.

Firm proposes the following unit prices for each leak detection survey event ordered by the City of Salem:

PART A – SURVEY WITH ACOUSTIC TECHNOLOGIES

Item A-1—Mobilization (Only one mobilization per survey ordered by the City)

	In Words	In Figures
Cost per mobilization and Demobilization to and from Salem for leak detection services	\$	\$

Item A-2 – Leak Detection Survey, metallic mains in or adjacent to streets

	In Words	In Figures
Cost per mile of main surveyed	\$	\$

Item A-3 – Leak Detection Survey, metallic mains in cross-country and subaqueous areas

	In Words	In Figures
Cost per mile of main surveyed	\$	

Item A-3 – Leak Detection Survey, non-metallic mains in or adjacent to streets

	In Words	In Figures
Cost per mile of main surveyed	\$	\$

The price proposed for Item A-1 includes all costs for labor materials, transportation, and equipment for mobilizing to and demobilizing from Salem, when an order for leak detection services is placed by the City. The amount shall be paid once for that order, regardless of how many times Firm may need to remobilize to Salem to complete the service ordered.

The price proposed for Items A-2, A-3, and A-4 include all cost for labor, materials, transportation, and equipment to provide leak detection and location pinpointing services as specified, and providing leak documentation as specified, excepting the cost of Item A-1 and police details.

If police details are required for the Firm’s work, Firm shall inform the City Engineer or designee and shall then coordinate with the police department to provide police details. Invoices for police details shall be sent to the City Engineer for payment. Police details ordered but not used due to absence of Firm representatives shall be the responsibility of the Firm.

PART B – SURVEY WITH CORRELATOR BASED SURVEYS

Item B-1—Mobilization (Only one mobilization per survey ordered by the City)

	In Words	In Figures
Cost per mobilization to Salem for leak detection services	\$	\$

Item B-2 – Leak Detection Survey, metallic mains in or adjacent to streets

	In Words	In Figures
Cost per mile of main surveyed	\$	\$

Item B-3 – Leak Detection Survey, metallic mains in cross-country areas

	In Words	In Figures
Cost per mile of main surveyed	\$	\$

Item B-3 – Leak Detection Survey, non-metallic mains in or adjacent to streets

	In Words	In Figures
Cost per mile of main surveyed	\$	\$

The price proposed for Item B-1 includes all costs for labor materials, transportation, and equipment mobilized to and demobilized from Salem, when an order for leak detection services is placed by the City. The amount shall be paid once for that order, regardless of how many times Firm may need to remobilize to Salem to complete the service ordered.

The price proposed for Items B-2, B-3, and B-4 include all costs for labor, materials, transportation, and equipment to provide leak detection and location pinpointing services as specified, and providing leak documentation as specified, excepting the cost of Item B-1 and police details.

If police details are required for the Firm’s work, Firm shall inform the DPS or designee and shall then coordinate with the police department to provide police details. Invoices for police details shall be sent to the DPS for payment. Police details ordered but not used due to absence of Firm representatives shall be the responsibility of the Firm.

REQUIRED CERTIFICATIONS

1. NON-COLLUSION:

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.

2. TAX COMPLIANCE:

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.

3. CORPORATE BIDDER *(if applicable)*:

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

AFFIDAVIT OF OSHA COMPLIANCE

The undersigned agrees that if he is selected as the contractor, he will comply with the provisions of M.G.L. Chapter 30, Section 39S.

The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

Date _____

(Name of General Bidder)

By _____
(Name of person Signing Bid and Title)
Signature is required

(Business Address)

(City and State)

(Telephone Number)

**SAMPLE CONTRACT
CONTRACT NO. 26-60-DPS**

CITY OF SALEM
CONTRACT FOR SERVICES
Over \$10,000

This agreement is made and entered into by and between the City of Salem (hereinafter the CITY), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and XXXXXXXXXXXX (hereinafter the CONTRACTOR).

ARTICLE I. DEFINITION.

This CONTRACT as used herein shall mean these articles, and the “contract documents” which include but are not limited to the following identified items and all documents, and forms submitted therewith, or attached hereby.

- Attachment A: Scope of Services, and/or other bid package materials
- Attachment B: Additional Contract Terms and Conditions
- Attachment C: Statement of Corporate Authority
- Addendum:

ARTICLE II. AMOUNT AND DURATION.

This CONTRACT in an amount not to exceed XXXXXXXXXXXX shall commence upon issuance of the Notice to Proceed and terminate no later than XXXXXXXXXXXX, unless a written amendment to renew or extend this contract is executed in accordance with the provision of the CONTRACT.

ARTICLE III. PERFORMANCE.

The Contractor agrees to provide all goods and/or services set forth in the Invitation for Bid, Documents, Scope of Service, the Contractor's proposal for XXXXXXXXXXXX and/or as outlined in ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE IV. TERMINATION.

Without Cause. The CITY may terminate this CONTRACT on sixty (60) calendar days notice, or may suspend this CONTRACT for up to sixty (60) calendar days upon receipt of notice, when in the best interests of the City by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR.

For Cause. If the CONTRACTOR is determined by the CITY to be in default of any term or condition of CONTRACT, the CITY may terminate this contract on thirty (30) days notice by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR. If the CITY is determined by the CONTRACTOR to be in default of any term or condition of this CONTRACT the CONTRACTOR may terminate this contract on thirty (30) days notice by providing notice to the CITY, which shall be in writing and shall be deemed delivered and received when given in person to the CITY, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CITY.

Default. The following shall constitute events of default under this CONTRACT: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure to perform any of its obligations under this CONTRACT including, but not limited to the following: (i) failure to commence performance of this CONTRACT at the time specified in this CONTRACT due to a reason or circumstance

within the CONTRACTOR'S reasonable control, (ii) failure to perform this CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of this CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR'S reasonable control, (iii) failure to performance this CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the CONTRACTOR'S reasonable control, (vi) failure to comply with a material term of this CONTRACT, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this CONTRACT as constituting a basis for termination of this CONTRACT, and (viii) failure to comply with any and all requirements of state law, and/or regulations, and City ordinances, and/or regulations.

ARTICLE V. REMEDIES OF THE CITY.

The CITY may deduct the cost of any substitute contract or performance for expenses, losses, and all damages, including incidental and consequential damages as a result of any event of non-conformance or non-performance of the CONTRACTOR in complying with the terms of this CONTRACT, and shall withhold such expenses, losses, and damages from sums due, or to become due.

ARTICLE VI. REMEDIES OF THE CONTRACTOR.

If the damages, other than loss, non-conformance, or non-performance, are actually sustained by the CONTRACTOR due to any act or omission for which the CITY is legally responsible the CITY shall allow a sum equal to the amount of such damages sustained by the Contractor as determined by the CITY in writing, provided the Contractor shall have provided to all signatories of the contract a detailed written statement of such damages and cause thereof within 30 days of the act of omission by the CITY.

ARTICLE VII. ASSIGNABILITY.

The CONTRACTOR shall not assign, subcontract or in any way transfer any interest in this contract without the prior written consent of the Procurement Officer of said City. In the event of such occurrence the City reserves the right to deal with any assignee subcontractor or transferee directly and the contractor agrees to remain bound by all terms and conditions of this contract in accordance with its original tenor. The provisions of this CONTRACT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the CONTRACTOR and any public body or bodies succeeding the interests of the CITY.

ARTICLE VIII. INDEMNIFICATION.

The CONTRACTOR shall assume the defense, indemnify and hold harmless the CITY, the CITY'S agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said CONTRACTOR, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the CITY may elect to indemnify the CONTRACTOR for claims arising in tort if it is determined that the CONTRACTOR performed its obligations under this CONTRACT pursuant to the direct supervision and control of the CITY or its designated agent(s).

ARTICLE IX. WORKER'S COMPENSATION AND OTHER INSURANCE.

The CONTRACTOR shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and CONTRACTOR

shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

Prior to commencement of any work and until completion of its work under this CONTRACT shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached herewith:

General - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

All required insurance must be endorsed to name the CITY as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City. All policies and certificate for insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY. The CONTRACTOR under this CONTRACT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

ARTICLE X. CORPORATE CONTRACTOR.

If CONTRACTOR is a corporation, CONTRACTOR shall endorse the Certificate of Corporate Authority for the CONTRACTORS' signatory (Attachment C), or shall otherwise provide a form similar in nature and substance acceptable to the CITY.

If CONTRACTOR is a non-profit corporation, CONTRACTOR shall provide satisfactory proof of present status as a non-profit corporation. Such proof shall be in the form of a certification from the Massachusetts Secretary of State's office and/or from the Internal Revenue Service and shall provide the Federal Tax Identification Number of the non-profit corporation. This agreement shall not be enforceable against the CITY unless and until the CONTRACTOR complies with this section. Failure to inform the CITY in writing of revocation, or other loss of non-profit status shall be deemed a material breach of this contract and operate as an immediate termination thereof.

ARTICLE XI. SUBJECT TO APPROPRIATION.

The obligations of the CITY under this CONTRACT shall be subject to appropriation. In the absence of appropriation this CONTRACT shall be immediately terminated without liability for damages, penalties, or other charges.

In the requisite circumstances, the obligations of the CITY under this CONTRACT shall be subject to the formal award of the state, federal grant.

ARTICLE XII. DOCUMENTS, MATERIALS, ETC.

Any materials, reports, information, data, etc. given to or prepared or assembled by the CONTRACTOR under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR (except agents, servants, or employees of the CONTRACTOR) without the prior written approval of the CITY, except as otherwise required by law. The CONTRACTOR understands that he/she/it may acquire or have access to "personal data" otherwise kept by the CITY. The CONTRACTOR shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security privacy and use of confidential data.

Any materials produced in whole or in part under this CONTRACT shall not be subject to copyright, except by the CITY, in the United States or any other country. The CITY shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize other to use, in whole or in part, any reports, data or other materials prepared under this CONTRACT.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the CITY shall vest in the CITY at the termination of this CONTRACT. The CONTRACTOR shall

at all times, during or after termination of this CONTRACT, obtain the prior written approval of the CITY before making any statement bearing on the work performed or data collected under this CONTRACT to the press or issues any material for publication through any medium.

ARTICLE XIII. AUDIT, INSPECTION, RECORD KEEPING.

At any time during normal business hours, and as often as the CITY may deem it reasonably necessary, there shall be made available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement.

Further the CONTRACTOR agrees to make its work papers, records and other evidence of audit available to the CITY for a period of three years after final payment under his CONTRACT. The CIT shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at such time.

ARTICLE XIV. WEEKLY PAYROLL RECORDS REPORT.

In accordance with Massachusetts General Law c. 149, s. 27B, a true and accurate record must be kept of all individuals employed on a public works construction project for which prevailing wage rates are applicable.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of their weekly payroll records to the awarding authority. Once collected, the awarding authority is also required to preserve those records for three years.

ARTICLE XV. CONFLICT OF INTEREST.

CITY. No officer, member or employee of the CITY and no members of its governing body who exercise any function or responsibility in review or approval of the undertaking or carrying out of this CONTRACT shall participate in any decision relating to the CONTRACT which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she has a direct or indirect pecuniary interest. None of the services to be provided by the CONTRACTOR shall be used for any partisan political activity or further the election or defeat of any candidate for political office in the CITY. Compliance with this section shall be material to the CONTRACT.

CONTRACTOR. CONTRACTOR agrees that his/her/its agents, servants, and employees have neither presently nor during the period of this CONTRACT any interest direct or indirect which would impair, detract, or conflict in any manner or degree with the performance of services required under this CONTRACT. The CONTRACTOR, his/her/its agents, servants or employees further stipulates that in the performance of this CONTRACT, no person having any such interest shall be employed. Conflicts of Interest include but are not limited to (a) immediate family relationships with officials of the CITY, (b) instances where the CONTRACTOR, his/her/it agents, servants or employees during the period of this CONTRACT was connected as an officer, employee or member of the governing body of the CITY, and (c) instances where the CONTRACTOR has an interest in any CITY department, its agents, servants or employees or parcels of land within the CITY. Compliance with this section shall be material to the CONTRACT.

ARTICLE XVI. PAYMENT.

The CITY agrees to make all reasonable efforts to pay to the CONTRACTOR the sum set forth in the CONTRACTOR'S bid or proposal within thirty (30) days of receipt of an invoice at the Office of the City Auditor detailing the work completed.

Subject to pending statutory appeal rights, CONTRACTOR agrees that all sums otherwise due and payable to the CITY for outstanding taxes, fines, fees and or other municipal charges may be deducted from the

sum(s) otherwise payable under this CONTRACT prior to disbursement to the CONTRACTOR.

ARTICLE XVII. CONFLICT.

In the event there is a conflict between these Articles and Attachment A. Attachment A shall supersede these Articles.

ARTICLE XVIII. WAIVER AND AMENDMENT.

The provisions contained in this CONTRACT may be modified only as specifically provided by ATTACHMENT B - ADDITIONAL TERMS AND CONDITIONS. Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this CONTRACT may be made only by written amendment executed by all signatories to the original agreement, prior to the effective date of the amendment.

To the extent allowed by law, all conditions, duties, and obligations contained in this CONTRACT may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

ARTICLE XIX. CERTIFICATION.

IN WITNESS WHEREOF, THE CONTRACTOR CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE CONTRACTOR IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

TAXES. PURSUANT to M.G.L. c. 62C, s. 49A, the CONTRACTOR has filed all state tax returns and complied with all laws of the Commonwealth relating to taxes.

DEBARMENT. The CONTRACTOR is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions.

AMERICANS WITH DISABILITIES ACT. The CONTRACTOR is aware of the recently enacted Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or conditions set out in the bid/proposal documents, bid/proposal specifications, and/or ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE XX. FORUM AND CHOICE OF LAW

This CONTRACT and any performance herein shall be governed by and be construed in accordance with the laws of Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

IN WITNESS WHEREOF the parties have hereto and to three other identical instruments set forth their hands the day and year first above written.

THE CITY:

THE CONTRACTOR:

Dominick Pangallo,
Mayor

Authorized Signature

Anthony P. Delaney,
Chief Procurement Officer

Approved as to form:

Elizabeth Rennard, Esq.,
Legal Counsel

Approved as Contract Manager:

Raymond Jodoin
Director of Public Services

James LeBlanc,
Finance Director

Print Name

Print Title

Company

Status (Corporate/Non-Corporate)

Tax Identification Number

Date