

City of Salem, Massachusetts



**INVITATION FOR BID
IFB # 27-03-DPS**

MISCELLANEOUS ROAD MATERIALS & AGGREGATES

June 17, 2026

BIDS DUE:

July 8, 2026 11AM

Late Bids Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

Anthony Delaney
Chief Procurement Officer
City of Salem
93 Washington Street, 2nd Floor
Salem, MA 01970
ADelaney@salem.com

IFB # 27-03-DPS

City of Salem, Massachusetts
Purchasing Department

COVER SHEET

The City of Salem reserves the right to reject any or all Bids, to omit any item or items called for, or to accept the bids(s) deemed in the best interest of the Town. One Original copy of the bids must be submitted **on or before 11:00 AM on July 8, 2026** to:

Anthony P. Delaney, MCPPO
Chief Procurement Officer
Salem City Hall
93 Washington Street, 2nd Floor
Salem, MA 01970

The envelope containing the Bid and required information must be sealed and marked with the Proposer’s name, title of proposal, IFB number, and date of opening. The Proposer must sign all required signature pages in order for the proposal to be considered.

The Proposer acknowledges receipt of the following **ADDENDA #** _____

BUSINESS/INDIVIDUAL NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE _____

EMAIL _____

INDIVIDUAL/AUTHORIZED SIGNATURE _____

AUTHORIZED OFFICER NAME (print) _____

DATE _____

By signing above, the authorized officer is certifying that a complete examination of all bid documents has been made and that the goods/services will be delivered within the time specified and at the prices stated.

All bidders must sign and submit with their bid the attached Certificate of Good Faith and Tax Attestation Form. Failure to do so will result in the bid being unresponsive and rejected.

If bidder/proposer is a co-partnership, all partners must execute both copies of the bid/proposal, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.

If the bidder/proposer is a corporation, the authorized agent shall execute both copies of the bid/proposal. Evidence of authority to sign must be submitted.

The City of Salem reserves the right to reject any or all bids/proposals and waive any informalities deemed to be in the best interests of the City.

INSTRUCTIONS TO BIDDERS
BID NO. 27-03-DPS

1.01 - PROPOSAL

1. Sealed proposals will be received at the time and place as designated by the Owner in the “Invitation For Bid”.
2. If, at the time of the scheduled bid opening, City offices are closed due to inclement weather or other unforeseeable events, the bid opening will be postponed until the same time as specified in the bid documents on the next normal business day. Bids will be accepted until that date and time.
3. Proposal envelopes shall be clearly marked “Sealed Bid” and addressed to: City of Salem, Purchasing Department, 93 Washington Street, 2nd Floor Salem, MA 01970.
4. Bids shall be submitted in duplicate. Bids shall have the bidder’s company name and address on the outside.
5. No claims for immunity or exceptions predicated upon misunderstanding or failure to correctly interpret the “Invitation for Bid” or the contract Documents will be allowed.

1.02 - BID SETS

1. Bid sets will be available at the Office of the Chief Procurement Officer, Salem City, 93 Washington St. 2nd Floor, Salem, MA 01970, Massachusetts as well as on <https://www.salemma.gov/Bids>. There is no cost for copies of the bid sets.

1.03 – PRE-BID CONFERENCES AND SITE VISITS

No pre-bid conference or site visit is scheduled.

1.04 - QUALIFICATION AND LICENSING

1. All General Bidders are notified that they must have a Certificate of Eligibility for **(NOT REQUIRED FOR THIS BID)** work from the Massachusetts Division of Capital Asset Management (DCAM) in accordance with Massachusetts General Laws Chapter 149-Section 44D and as amended by Section 46 of Chapter 48 of the Acts of 1984 when specified in the Invitation to Bid.
 - A. General Bidders shall submit with their bid proposal a Certificate of Eligibility and an Update Statement as issued by the Division of Capital Asset Management **(NOT REQUIRED FOR THIS BID)**.
2. All Bidders are notified that they must be licensed under prevailing state and local laws and regulations governing the proposed work.
3. All work and materials shall comply in every respect with the building laws, state and town regulations, and the directions of the inspector of buildings and such building laws, regulations and directions are to be considered as a part of the Contract to which it relates.

1.05 - BID WITHDRAWAL

3. Withdrawal or modifications to bids will be allowed only if written notice of a Bidder's desire to withdraw or modify his/her bid is filed prior to the time of bid opening and at the place specified in the request for bids. A notice of a Bidder's desire to withdraw or modify a bid must be signed by the Bidder or his/her designated representative.
4. No bid may be withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids. The Owner reserves the right to accept or reject in whole or in part any or all bids or take whatever other action that may be deemed to be in its best interest.

1.06 - LOCATION OF SITE

1. The sites for the road materials and aggregates will be on various streets throughout the City of Salem. Deliveries of materials will be made to the Salem Public Works Facility located at 5 Jefferson Avenue, Salem, MA 01970.

1.07 – BID/CONTRACT DOCUMENTS

1. The Contract Documents consist of the following:
 1. Specifications.
 2. Drawings as indicated in the Specifications, if applicable.
 3. Addenda to Specifications and drawings, if any.
 4. The Contract agreement (attached)
 5. The City of Salem issued a Purchase Order.

1.08 - OWNER

3. Where the term Owner is used in these Specifications, and other Contract Documents, same refers to City of Salem, Massachusetts, or its authorized representative.

1.09 – ENGINEER/ARCHITECT

1. Where the term Engineer/Architect appears in these Specifications, same refers to City of Salem, or their authorized representative.

1.10 - CONTRACTOR

4. Where the term Contractor or General Contractor is used in the Specifications, it shall mean the Contractor mentioned as such in the Agreement.
5. Where reference is made to Subcontractors, such reference is intended for reasons of clarification and the relationship between the Contractor and said Subcontractors shall be in accordance with the General Conditions.

1.11 - EXPLANATION TO BIDDERS

1. No oral interpretation will be made. Any interpretations made to bidders will be in the form of an addendum to the Specifications and Drawings that will be forwarded to all bidders.
2. Discrepancies, omissions or doubts as to the meaning of Specifications and drawings should be communicated at once to the Chief Procurement Officer for interpretation. This request for clarification must be made in writing, via email Anthony Delaney (adelaney@salem.com), prior to the bid opening. Bidders should act promptly and allow sufficient time for a reply to reach them before the submission of their bids and any interpretation made by the Chief Procurement Officer and/or the Engineer/Architect prior to receipt of bids shall be made a part of the Contract.
3. Requests for clarifications by a prospective Bidder regarding the specifications, or other bid documents must be presented in writing, via email Anthony Delaney (adelaney@salem.com), to the Chief Procurement Officer before the bids are opened. Requests shall include the project specification name and date and shall be directed to the Chief Procurement Officer.
4. Verbal explanations or instructions will not be binding during the bidding process. Only written addenda are binding. Written addenda resulting from requests for clarifications will be delivered to all listed holders of the Bid Documents no later than (3) business days prior to the bid opening. Addenda may be issued after this date if deemed to be in the best interests of the City by the Chief Procurement Officer. All Bidders shall acknowledge the receipt of all addenda when submitting their bids.
5. In the absence of an interpretation by the Chief Procurement Officer and/or Engineer/Architect should the Specifications disagree in themselves or with the drawings, the better quality or the greater quantity of work or materials shall be estimated upon and, unless otherwise ordered, shall be furnished.

1.12 - CONDITIONS OF WORK

5. Each bidder shall carefully examine the Contract Documents, shall visit the site, and fully inform himself as to all existing and controlling conditions and limitations. The submission of a bid shall be conclusive evidence that the Bidder is familiar with all such conditions, including the nature, amount, and location of the work, the type of facilities needed preliminary to and during the execution of the work, the general and local conditions, labor conditions, and all other matters which might in any way affect or have a bearing on the work or its cost.
6. The Contractor shall include all charges for labor, material, tools, staging, equipment and supervision that he/she deems necessary in order to complete, in a thoroughly professional and expeditious manner, all the work described hereafter. All work shall be according to code and approved by the proper authority. Material having salvage value shall become the property of the City of Salem. All other material and debris accumulated as a result of this operation shall become the property of the contractor and shall be removed from the premises by him/her. The premises are to be clean and neat, to the satisfaction of the City of Salem and/or designated Consultant.

1.13 - PERMITS, FEES AND NOTICES

1. The successful bidder shall secure all permits and licenses necessary for the proper execution and completion of the work.

2. The Owner will waive or pay for, as applicable, fees for all necessary permits.

1.14 - COOPERATION AND COORDINATION

1. The Owner has entered, or may enter, into separate contracts for work related to the work under this specification.
2. The successful bidder shall cooperate with said contractors and coordinate his work with the work of other trades so that construction will proceed in a rapid and orderly fashion.

1.15 - TIMELY COMPLETION AND LIQUIDATED DAMAGES

7. The Contractor shall start the work under this Contract on written notice from and on the date set by the Owner. The Contractor shall start the work at the building on the date set by the Owner and shall continue, without interruption, to completion with all the practical dispatch and regularity. Work is to begin on or around July 15, 2026, and the contract shall terminate by May 30, 2027. All work has to be completed during normal business hours of 7:00 AM to 5:00 PM. All work to be done with minimal to no impact to office and administrative operations being held. The City of Salem reserves the right to renew this Contract for an additional two years, in one-year increments.
1. No liquidated damages will be enforced.

1.16 - CONTRACT FORM

1. The successful Bidder will be notified of the award of the Contract in writing, and those awards which incorporate labor shall properly execute a contract in accordance with the construction contract agreement, within five (5) working days after receipt of such notification.

1.17 - ADDENDA

1. The Owner may, during the bidding period, advise the Bidders by addenda of additions, omissions, or alterations in the Specifications and drawings. All such changes shall become a part of the contract and shall be included in the work covered by the Proposal.
2. No addenda will be issued later than **three (3) days** prior to the date set for receipt of bids, unless deemed to be in the public's best interest to do so by the Chief Procurement Officer.

1.18 - TAXES

1. The Owner is exempt from all purchaser taxes. Tax Exempt Number will be supplied to the successful bidder.

1.19 - PROPOSAL SECURITY

1. Each Bidder shall submit with his bid a Bid Security in the amount of five percent (5%) of the total bid price. The Bid Security shall consist of Cash, Certified Check, or Bidder's Bond.

1.20 - LABOR & MATERIALS PAYMENT BOND

1. Before Contract signing, the Contractor shall furnish the Owner with a Labor & Materials Payment Bond in the amount of fifty percent (50%) of the Contract price, to ensure completion of work and payment for all labor and materials furnished on the project for the following items as stated in the specifications: 4a A, 4b, Item 5, Item 6 Applied, Item 7 Applied, Items 9a – 9d.
2. All bonds shall be written in conformance with Massachusetts General Laws, Chapter 149, Section 29, as amended.

1.21 – CONTRACTOR’S LIABILITY INSURANCE

1. See the insurance requirements and minimum coverage amounts outlines in the enclosed Contract.

1.22 – COMPETENCY OF BIDDERS AND REFERENCES

1. No contract will be awarded to any person, firm, or corporation that is in arrears or is in default to the Owner upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Owner, or has failed to perform faithfully any previous contract with the Owner.

1.23 - AWARD OF CONTRACT

1. This contract shall be awarded to the lowest responsible and eligible bidder based upon the base bid amount as in accordance with MGL Ch. 149 Sec. 30,39M. Such a bidder must possess the skill, ability and integrity necessary for the faithful performance of the work and shall establish his ability to comply with the schedule of work outlined in the Contract section. The term “lowest responsible and eligible bidder” as used herein shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work within the time limit allowed.

No escalation clause will be allowed on this bid. Vendors who include an escalation clause with their bid will be rejected.

The City of Salem reserves the right to award each section of the bid to one vendor or to multiple vendors. In the case of awarding to multiple vendors the low bidder in each category will be contacted first when placing orders. If the primary vendor cannot meet the quantity need or the time requirement, then the secondary vendor will be contacted. The items being bid on are for projects that develop during the year and the demand for these items are heavier during specific times of the year, therefore, it is felt that meeting specific quantities required, and time constraints is an issue.

CITY OF SALEM

MISCELLANEOUS ROAD MATERIALS & AGGREGATES
(ANNUAL REQUIREMENTS)

SPECIFICATIONS (June 1, 2026, THROUGH May 31, 2027)
BID NO. 27-03-DPS

Any reference as to a specific type or manufacturer in these specifications is for identification purposes only. Equivalent products will be considered. In the event samples or specifications on equivalent products are required it will be at the vendor's expense.

The contract resulting from this bid shall be for twelve (12) months beginning June 1, 2026, through May 31, 2027, however, at the end of that time this contract may be extended at the discretion of the City of Salem, for two additional years, in one-year increments.

The bidding and award of these contracts will be under the provisions of Massachusetts General Law Chapter 30 Section 39M and the provisions of M.G.L. Chapter 30 Section 39S.

The prevailing wage rates only apply to the construction projects in this bid and not to the delivery of the goods that we are purchasing.

Bidders bidding on the construction projects sections of this bid will be required to comply with the provisions of M.G.L. Chapter 30, Section 39S. Bidders must sign and return with their bid submission the attached certification for compliance with the provisions of M.G.L. Chapter 30, Section 39S. See Attachment A.

Award of Contract

This contract may be awarded to multiple bidders. Such a bidders must possess the skill, ability and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible bidder" as used herein shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work within the time limit allowed.

No escalation clause will be allowed on this bid. Vendors who include an escalation clause with their bid will be rejected.

The City of Salem reserves the right to award each section of the bid to one vendor or to multiple vendors. In the case of awarding to multiple vendors the low bidder in each category will be contacted first when placing orders. If the primary vendor cannot meet the quantity need or the time requirement, then the secondary vendor will be contacted. The items being bid on are for projects that develop during the year and the demand for these items are heavier during specific times of the year, therefore, it is felt that meeting specific quantities required and time constraints is an issue.

CITY OF SALEM

SPECIFICATIONS (June 1, 2026, THROUGH May 31, 2027)

Bid No. 27-03-DPS

ITEM 1.	SOILS AND BORROW MATERIALS (SECTION M1)
ITEM 2.	AGGREGATES AND RELATED MATERIALS (SECTION M2)
ITEM 3.	SCREENED LOAM
ITEMS 4a, 4b.	BITUMINOUS MATERIALS (SECTION M3)
Item 5A- 5B	Concrete
Item 6&7	Cold patch
Item 8	Disposal of asphalt and concrete

Pricing is to be awarded in the timelines as indicated on the bid price sheet.

Bids on the above items will be received only from approved sources and shipments under the terms of these specifications shall meet the current specifications of the Commonwealth of Massachusetts, Department of Transportation, "Standard Specifications for Highways and Bridges."

Alternate bids may be submitted for the furnishing of appropriate material F.O.B. at the plant site; also, for delivery within the limits of the City of Salem to various sites directed. Bid awards will be based on distance and cost of hauling from plant sites for F.O.B. Plant items.

All materials shipped must be in accordance with the current Specifications of the Commonwealth of Massachusetts Department of Transportation "Standard Specifications for Highways and Bridges", Section M1-M9, and the successful bidder may be required to certify in the contract that the materials will meet such specifications. Bids for bituminous materials will include delivery, spreading, or applying to the roads and streets of the City of Salem, as directed.

Bitumen delivered in tank trucks shall be weighted on scales and the value computed on the basis of the current tabulation of "Weights per Gallon of Bituminous Materials", as approved by the Commonwealth of Massachusetts Department of Transportation.

GENERAL

All plants, machinery, equipment quarries and materials used in the manufacture, production, delivery or application of materials purchased under these documents shall be available and subject to the inspection of the Mayor of Salem and/or his/her authorized representatives at any and all times.

ESTIMATED QUANTITIES

All work or materials required by these specifications will be provided on an as needed basis. The nature and magnitude of the work generated under this contract may vary significantly. An increase or decrease in the quantity for any item shall not be regarded as a cause for an increase or decrease in the price. The City of Salem reserves the right to increase or decrease the quantities of all items.

The approximate quantities provided will be used primarily to establish the lowest responsible and eligible

bidder for each item or group of items to be awarded and should only be used as a guideline and not as a guarantee of future activity.

It must also be noted that unit price pay item(s) for complete services, as set forth in the proposal, are based on ranges of units of work performed for various work items, and any specific and/or expected total of quantities for each work item are estimated herein. Consequently, the bid unit price(s), as bid, must include furnishing and installation of all labor, materials, equipment, and tools, including mobilization, demobilization, storage and protection of materials, site clean-up and safety, traffic controls (not including police protection) disposal of waste and surplus materials, restoration of damaged/disturbed areas, and all else incidental to the satisfactory completion of each item, as provided.

PAYMENT BOND

The successful bidders will be required to obtain the following payment bond for the items listed below and all successful bidders will be required to supply insurance certificates in the amounts specified in the enclosed Contract for items awarded to them:

- A Payment Bond for all labor and materials equal to 50% of the total bid amount.

Required Items that need Payment Bonds

Items (4a A, 4b, Item 5, Item 6 Applied, Item 7 Applied, Items (9a – 9d).

**PROPOSAL
ITEM 1, 2 & 3**

**ANNUAL REQUIREMENTS
SOILS AND BORROW MATERIAL (M1)
AGGREGATES AND RELATED MATERIALS (M2) & (M4)**

Year 1

Item	Approx. Qty.	Unit	Description	Plant/Unit Price	Plant Total	Delivered/Unit Price	Delivered Total	Location of Plant
1a	100	Tons	Gravel Borrow					
1b	100	Tons	Ordinary Borrow					
1c	700	Tons	Crushed Bank Gravel					
1d	100	Tons	Reclaimed Gravel #					
1e*	5,000	Tons	Washed Sand					
1f	1,000	Tons	Sand					
1g	1,000	Tons	Screened Sand #					
1h	200	Tons	Impervious Fill					
1i	700	Tons	Dense Graded Processed Gravel					
2a	25	Tons	1 1/2 Inch Stone					
2b	25	Tons	3/4 Inch Stone					
2c	250	Tons	1/2 Inch Stone					
2d	200	Tons	Modified Rockfill (erosion stone)					

TOTAL \$ _____ \$ _____

***Washed sand shall be furnished w/24-hour notice in quantities of 300 tons per order.**

See separate specifications on the next page for items # 1d and 1g.

The successful bidder for the above-listed materials will be required to furnish Certified Weight Slips for all materials delivered.

In case of emergency, the successful bidder will be required to provide the materials outside of normal working hours.

3a. 300 Cu. Yds. Screened Loam:

Plant \$ _____ Cubic. Yd. Delivered \$ _____ Cubic. Yd.

3b. 200 Cu. Yds. Aged Pine Mix Bark Mulch:

Plant \$ _____ Cubic. Yd. Delivered \$ _____ Cubic. Yd.

Year 2

Item	Approx. Qty.	Unit	Description	Plant/Unit Price	Plant Total	Delivered/Unit Price	Delivered Total	Location of Plant
1a	100	Tons	Gravel Borrow					
1b	100	Tons	Ordinary Borrow					
1c	700	Tons	Crushed Bank Gravel					
1d	100	Tons	Reclaimed Gravel #					
1e*	5,000	Tons	Washed Sand					
1f	1,000	Tons	Sand					
1g	1,000	Tons	Screened Sand #					
1h	200	Tons	Impervious Fill					
1i	700	Tons	Dense Graded Processed Gravel					
2a	25	Tons	1 1/2 Inch Stone					
2b	25	Tons	3/4 Inch Stone					
2c	250	Tons	1/2 Inch Stone					
2d	200	Tons	Modified Rockfill (erosion stone)					

TOTAL \$ _____ \$ _____

***Washed sand shall be furnished w/24-hour notice in quantities of 300 tons per order.**

See separate specifications on the next page for items # 1d and 1g.

The successful bidder for the above-listed materials will be required to furnish Certified Weight Slips for all materials delivered.

In case of emergency, the successful bidder will be required to provide the materials outside of normal working hours.

3a. 300 Cu. Yds. Screened Loam:

Plant \$ _____ Cubic. Yd. Delivered \$ _____ Cubic. Yd.

3b. 200 Cu. Yds. Aged Pine Mix Bark Mulch:

Plant \$ _____ Cubic. Yd. Delivered \$ _____ Cubic. Yd.

Year 3

Item	Approx. Qty.	Unit	Description	Plant/Unit Price	Plant Total	Delivered/Unit Price	Delivered Total	Location of Plant
1a	100	Tons	Gravel Borrow					
1b	100	Tons	Ordinary Borrow					
1c	700	Tons	Crushed Bank Gravel					
1d	100	Tons	Reclaimed Gravel #					
1e*	5,000	Tons	Washed Sand					
1f	1,000	Tons	Sand					
1g	1,000	Tons	Screened Sand #					
1h	200	Tons	Impervious Fill					
1i	700	Tons	Dense Graded Processed Gravel					
2a	25	Tons	1 1/2 Inch Stone					
2b	25	Tons	3/4 Inch Stone					
2c	250	Tons	1/2 Inch Stone					
2d	200	Tons	Modified Rockfill (erosion stone)					

TOTAL \$ _____ \$ _____

***Washed sand shall be furnished w/24-hour notice in quantities of 300 tons per order.**

See separate specifications on the next page for items # 1d and 1g.

The successful bidder for the above-listed materials will be required to furnish Certified Weight Slips for all materials delivered.

In case of emergency, the successful bidder will be required to provide the materials outside of normal working hours.

3a. 300 Cu. Yds. Screened Loam:

Plant \$ _____ Cubic. Yd. Delivered \$ _____ Cubic. Yd.

3b. 200 Cu. Yds. Aged Pine Mix Bark Mulch:

Plant \$ _____ Cubic. Yd. Delivered \$ _____ Cubic. Yd.

RECLAIMED GRAVEL

Reclaimed Gravel shall be a uniform, homogenous mixture of crushed asphalt, brick or concrete blended with gravel. Gravel for blending shall conform to the requirements of Gravel Borrow, type b (M1.03.0). The resultant material shall be free from excessive fine material (material passing the No. 200 sieve) and 100 percent shall pass a 1 - 1/2 inch sieve. The Engineer will determine the acceptable level of fine material.

SCREENED SAND

Sand shall be composed essentially of clean, hard, strong, durable and impermeable particles, resistant to wear and frost, inert to cement and water, reasonably free from structurally weak grains, organic matter, loam, clay, silt, salts, mica or other fine materials. Sand shall be taken from a natural deposit. The sand particles shall be relatively spherical in shape, and shall have gritty surfaces.

	<u>AASHTO</u> <u>Test Method</u>	<u>Maximum Percent</u> <u>by Weight</u>
Clay Lumps and Friable Particles	T-112	3.0
Coal & Lignite	T-113	0.5
Materials Passing No. 200 Sieve	T-11	3.0
Organic Impurities	T-21	*Pass
Soundness (Na ₂ SO ₄) - 5 Cycles	T-104	10

Sand not conforming to the requirement specified above for organic impurities, shall be rejected.

The sieve analysis of the sand shall show it to be well graded and conforming to the following:

<u>Sieve Designation</u>	<u>Minimum</u>	<u>Maximum</u>
3/8 in.	100	
No. 4	95	100
No. 16	55	80
No. 50	10	25
No. 100	2	10
No. 200	0	3

The fineness modulus of fine aggregate shall be not less than 2.25 and not greater than 3.0. For the purpose of determining the degree of uniformity, a fineness modulus determination will be made upon representative samples from any one source. Fine aggregate from any one source having a variation in fineness modulus greater than 0.20 either way from the representative sample will be rejected.

The fineness modulus of fine aggregate shall be determined by adding the cumulative percentages, by weight, of materials retained on U.S. Standard Sieves numbered 4, 8, 16, 50, 100 and dividing by 100.

PROPOSAL
ITEMS 4a & 4b

ANNUAL REQUIREMENTS
BITUMINOUS MATERIALS (SECTION M3)

Pricing is to be awarded in the timelines indicated below.

June 1, 2026 – May 31, 2027, and all option years

Item	Approx. Qty.	Unit	Description	Plant/Unit Price	Plant Total	Delivered/ Unit Price	Delivered Total	Location of Plant
4a	1,000	Tons	1 Class I Bituminous Concrete Asphalt Top Mix Type I-I (MHD specification section 420- 460)					
4b	1,000	Tons	Hot Mix Asphalt Binder Coarse, (M3.11)					
4C	1,000	Tons	2 Class I Bituminous Concrete Asphalt Winter Mix (MHD specification section 420-460) ton					
4D	50 Gal	5-Gal Pail	Emulsion (Emulsified Asphalt Type RS-1) gallon					

June 1, 2026 – May 31, 2027, and all option years

Item	Approx. Qty.	Unit	Description	Plant/Unit Price	Plant Total	Delivered/ Unit Price	Delivered Total	Location of Plant
4a	1,000	Tons	1 Class I Bituminous Concrete Asphalt Top Mix Type I-I (MHD specification section 420- 460)					
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4C	1,000	Tons	2 Class I Bituminous Concrete Asphalt Winter Mix (MHD specification section 420-460) ton					
4D	50 Gal	5-Gal Pail	Emulsion (Emulsified Asphalt Type RS-1) gallon					

June 1, 2026 – May 31, 2027, and all option years

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4b	1,000	Tons	Hot Mix Asphalt Binder Coarse, (M3.11)					
4C	1,000	Tons	2 Class I Bituminous Concrete Asphalt Winter Mix (MHD specification section 420-460) ton					
4D	50 Gal	5-Gal Pail	Emulsion (Emulsified Asphalt Type RS-1) gallon					

PROPOSAL ITEM 5A +5B

CEMENT CONCRETE

SPECIAL PROVISIONS:

DELIVERY:

Delivery Timing and Location:

If deliveries are not made at the time agreed upon, the City reserves the right to cancel or to have the same or like product and/or services provided outside of this contract when it is in the best interest of the City, as deemed necessary and appropriate.

The City requests delivery within one (1) hour from date and time of notice of request for delivery by authorized City personnel. Batch tickets are required with all deliveries.

The City of Salem shall have the ability to call five (5) days in advance to get a delivery of concrete during the next business morning within sixty (60) minutes of the requested delivery time.

The City of Salem shall have the ability to get concrete as early as 8:00 A.M. Concrete shall be delivered F.O.B. Destination to any/all required City property or project locations within the City,

The concrete shall be delivered to the jobsite in trucks so designed and operated that the concrete will be thoroughly mixed during the time it is in transit.

The concrete shall be discharged at the site within a period of 90 minutes from batch time. In hot weather conditions, the discharge time shall be reduced to 60 minutes.

When concrete is placed at the job site, it shall have the proper consistency and slump for satisfactory workability and shall not exhibit signs of mix segregation.

The temperature of the concrete shall not be less than 55°F or greater than 85°F for structural items and not greater than 90°F for non-structural items at the time of placement, unless approved by the Engineer.

MATERIALS:

Cement: Cement shall conform to the ASTM Designation C-150. Type I, and II cement shall be used unless specified in special provisions. Different brands or different types of cement from the same mill or the same brand or type from different mills shall not be mixed or used alternately in the same item of construction unless authorized by the Engineer. The Contractor shall not store cement at the site of the work without prior approval of the Engineer. The right is reserved by the Engineer to sample the cement either at the origin of the shipment or after delivery at the site of the work or the ready-mix concrete plant. Provisional acceptance by the Engineer prior to the completion of tests shall in no way act as a waiver of the right to reject cement which has been shipped and unused, if upon completion of the tests, it fails to meet the requirements of the specifications.

Fine Aggregate: Shall consist of natural sand, manufactured sand, or a combination thereof that is free from cemented or conglomerated lumps. Fine aggregate shall conform to the requirements of ASTM Designation C-33 Table 1 with respect to deleterious substances, soundness, and abrasion resistance. 4.2.2.5.1 TABLE 1: The gradation requirements of fine aggregate shall be as follows: ASTM C-33 Sand Sieve % Passing 3/ inch 100 No. 4 95 – 100 No. 8 80 – 100 No. 16 50 – 85 No. 30 25 – 60 No. 50 5 - 30 No. 100 0- 10
The fine aggregate shall not have more than 45% passing any sieve and its fineness modulus shall be between 2.3 and 3.10.

Coarse Aggregate: The coarse aggregate shall consist of crushed stone or crushed gravel. Coarse aggregates shall be of uniform quality and conform to the requirements of ASTM Designation

All other Admixtures except air entrainment for concrete shall conform to the requirements of ASTM C 494. All admixtures to be used in concrete shall be shown on the approved mix design in proportions anticipated to be used. Any admixtures other than air entrainment must be approved for use by the Engineer or shown on the mix design.

Proportions of Materials:

Cement Content: Class “A” concrete and Class “X” concrete shall contain not less than 564 pounds of cement per cubic yard. Cement content includes weight of pozzolan.

Water Content: The water to cementitious ratio, including free surface moisture on the aggregate, shall not exceed 0.45.

Slump: The slump, when tested in accordance with ASTM Designation C-143, shall not exceed 4.0 inches. If a water reducing admixture (WRA) is used, then the slump shall not exceed 5.0 inches. If a high range water reducing admixture (HRWR) is used, then the slump may not exceed 8.0 inches.

June 1, 2026 – May 31, 2027, and all option years

Item no.	Unit of Measure	Item	Unit Price	
5A	Square yard	4000 PSI pea stone high strength concrete	\$ _____	
5B	Square yard	4000 PSI ¾ blend high strength concrete	\$ _____	
5C	Per yard	1% calcium blend per yard	\$ _____	
5D	Per Location	Jump fee to other locations with same load from plant	\$ _____	
5E	Minimum delivery fee	Minimum amount to order as not to be charged a drop fee	Cubic yard _____	Delivery fee \$ _____

June 1, 2026 – May 31, 2027, and all option years

Item no.	Unit of Measure	Item	Unit Price	
5A	Square yard	4000 PSI pea stone high strength concrete	\$ _____	
5B	Square yard	4000 PSI ¾ blend high strength concrete	\$ _____	
5C	Per yard	1% calcium blend per yard	\$ _____	
5D	Per Location	Jump fee to other locations with same load from plant	\$ _____	
5E	Minimum delivery fee	Minimum amount to order as not to be charged a drop fee	Cubic yard _____	Delivery fee \$ _____

June 1, 2026 – May 31, 2027, and all option years

Item no.	Unit of Measure	Item	Unit Price	
5A	Square yard	4000 PSI pea stone high strength concrete	\$ _____	
5B	Square yard	4000 PSI ¾ blend high strength concrete	\$ _____	
5C	Per yard	1% calcium blend per yard	\$ _____	
5D	Per Location	Jump fee to other locations with same load from plant	\$ _____	
5E	Minimum delivery fee	Minimum amount to order as not to be charged a drop fee	Cubic yard _____	Delivery fee \$ _____

**PROPOSAL
ITEMS 6 & 7**

**ANNUAL REQUIREMENTS
BITUMINOUS MATERIALS (SECTION M3)**

Item	Approx. Qty.	Unit	Description	Plant/Unit Price	Plant Total	Delivered/ Unit Price	Delivered Total	Applied/ Unit Price	Applied Total	Location of Plant
6	200	Tons	Permanent Cold Patch QPR 2000 or Equivalent							
7	500	Tons	Hot Patch*							

***HOT PATCH** - to be Hot Mix Asphalt Surface Coarse or approved equal, to be supplied to the City in a heated, four (4) ton trailer or approved equal.

****Travel time from hot patch plant to City of Salem DPW Facility located at 5 Jefferson Avenue shall not exceed 45 minutes in estimated travel time, unless hot patch is loaded into a hotbox.**

**PROPOSAL
ITEM 8**

**ANNUAL REQUIREMENTS
DISPOSAL OF EXCAVATED MATERIALS (SECTION 120)**

DISPOSAL OF EXCAVATED MATERIALS *(does not included trucking costs)*

Item	Approx. Qty.	Unit	Description	Plant/Unit Price
8-1	1,000	TONS	Disposal of Asphalt	\$ _____
8-2	1,000	TONS	Disposal of Concreate	\$ _____

CITY OF SALEM

MISCELLANEOUS ROAD MATERIALS & AGGREGATES

**SPECIFICATIONS (June 1, 2026, THROUGH May 31, 2027 – and all option years)
BID NO. 27-03-DPS**

This bid includes addenda number _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact person: _____

Tel. & Fax No.: _____

E-Mail: _____

Signature: _____

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)

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)

BIDDER'S CHECKLIST

The following forms are to be completed and signed (where applicable) and submitted with the proposer's bid. Failure to include these completed forms may result in rejection of the bid.

- 1. Cover Sheet**
- 2. Bid Item Price Sheet(s)**
- 3. Affidavit of OSHA Compliance**
- 4. Required Certifications**
- 5. 5% Bid Security Deposit**

SAMPLE CONTRACT
CONTRACT NO. 27-03-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

Print Name

Approved as to form:

Print Title

Elizabeth Rennard, Esq.,
Legal Counsel

Company

Approved as Contract Manager:

Status (Corporate/Non-Corporate)

Raymond Jodoin
Director of Public Services

Tax Identification Number

Date

James LeBlanc,
Finance Director