

**City of Westfield
Construction of Baseball and Little League Ball Fields at North
Middle School
Bid #2369**

**Bids Due:
Wednesday December 12, 2012 @ 2:00 pm**

**Return to:
Purchasing Department
City Hall
59 Court Street
Westfield, MA 01085**

**Questions:
Purchasing Department
413-572-6254
413-572-1708
t.tefft@cityofwestfield.org**

REQUESTS FOR SEALED BID BID #2369

The City of Westfield, through its Purchasing Department, is requesting sealed bids to the attached request per MGL c30§39m public works projects over \$25,000.

Copies of this request can be picked up at the:

Purchasing Department
59 Court Street
Westfield, MA 01085

The City of Westfield is looking for the most economical and straight forward approach with the features that we are requiring.

Estimated cost: \$60,000

General Requirements

Sealed bids must be in the Purchasing Office no later then 2:00 p.m. on Wednesday December 12, 2012. The scheduled bid opening will be held at Westfield City Hall, 59 Court Street, Westfield MA.

If at the time of the scheduled bid opening the Westfield City Hall is closed due to uncontrollable events such as fire, snow, ice, wind or building evacuation; the opening will be postponed until 2:00 pm on the next normal business day. Bids will be accepted until that day and time. Bidders must include 1 original and 1 copy of the bid.

Cost of the plan sets will be a non refundable \$20.00 made payable to the City of Westfield through a money order or certified check. Plans can be mailed if a Fed Ex or UPS number is given.

All questions regarding this request must be sent in writing to the Director of Purchasing, Tammy Tefft. Questions may be mailed, faxed or emailed to:

Tammy Tefft, Director of Purchasing 413-572-6254 (phone)
59 Court Street 413-572-1708 (fax)
Westfield, MA 01085
t.tefft@cityofwestfield.org

The City of Westfield reserves the right: 1. to award contracts to the most responsive and responsible bidder, 2. to reject any or all bids, or any part thereof; 3. to waive any informality in the bids; 4. to accept the bid that is in the best interest of the City. The Director of Purchasing decision shall be final. The City of Westfield is an affirmative action/equal opportunity employer (M/F/H) which encourages utilization of minority and women owned enterprises.

Site Visit

There will be a site visit scheduled site on Wednesday November 28, 2012 at 9:30 at North Middle School- 350 Southampton Road, Westfield MA 01085, please go around and park near the gym the ball fields are behind the school we will meet at the fields, although it is not mandatory all bidders are encouraged to attend.

Attachments to this bid include:

Technical specs
Prevailing Wage Rates
Prevailing Wage Forms
Bid Drawings

Bid Deposit, Performance and Payment Bond

Bid Security in the amount of at least five percent (5%) of the total Bid amount must be submitted with the Bid. The Bid Security may be either a certified check or a Proposal Guarantee Bond (Bid Bond) executed by a surety company listed on the current United States Department of Treasury "Department of the Treasury's listing of approved Sureties (Department Circular 570)" as authorized to do business in the Commonwealth of Massachusetts. Bid Security shall be made payable to the City of Westfield. Bids submitted without security will not be considered. The bid deposit will be retained from the three lowest qualified Bidders until a contract is executed.

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish surety bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety shall be a duly authorized surety company satisfactory to the Owner, listed on the current United States Department of Treasury "Department of the Treasury's listing of approved Sureties (Department Circular 570)" as authorized to do business in the Commonwealth of Massachusetts as a condition of acceptability the successful Bidder must furnish:

1. 50% Performance Bond
2. 50% Labor and Materials Payment Bond

In the event that the successful bidder fails to execute a contract within ten (10) business days of receipt of notification of bid award, the Awarding Authority shall retain such security as liquidated damages. Attention is called to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries. Wages paid to employees must comply with the minimum established by c149, 26-27G MGL and the attached Federal Wage Rates, whichever is higher.

Addenda

Any addenda will be issued by fax, mail or email to all bidders on record as having picked up or received the IFB by mail. No addenda will be issued in the immediate three (3) days prior to the bid opening, except an addendum which withdraws or otherwise postpones the date of the bid opening. The official notice of the withdrawal or postponement shall be the reading of record at the time and date set for receipt of such bids. Bidders must acknowledge receipt of any addenda as part of their bid response.

Modifications or Withdrawal of Bids, Mistakes and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Westfield prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Bid Signatures

A bid must be signed in ink as follows:

1. If the bidder is an individual, by her/him personally
2. If the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and
3. If the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

The bid prices for each of the items shall be written both in words and figures and in the case of discrepancy between the two the amount in words shall govern.

All bids must be held firm for a period of ninety (90) days.

Contracts awarded by the City of Westfield are deemed Massachusetts contracts, and the laws of Massachusetts shall govern their interpretation and construction. Contracts, agreements and extensions awarded by the City will become effective only when signed by the Mayor of the City.

Evaluation Criteria

The contract will be awarded to the responsible and eligible bidder who offers the lowest price per MGL c30§39M (c) defined as:

The bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify 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; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been deemed qualified thereunder; and (4) who obtains within ten days of the notification of contract award the security by bond required under section twenty-nine of chapter one hundred and forty-nine; provided that for the purposes of this section the term “security by bond” shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the award authority. [MGL c30§39M]

All bidders must have completed and submitted all of the required bid documents

- | | |
|---------------------------------------|-------------------------------------------------------------------------------|
| 1. Bid pricing sheet | 6. Bidders Certification |
| 2. Form for General Bid | 7. Contractor Certification |
| 3. Affidavit of Compliance | 8. Bidder Information and Reference Form
(this is your form to send to us) |
| 4. Attestation of Taxes/Non Collusion | 9. Bid bond in required amount and format |
| 5. Prevailing Wages | |

A responsible bidder will be determined based on

1. Completeness of the proposal
2. The ability of the contractor to meet the scope of services
3. References
4. Experienced work staff
5. Ability to complete the project in the timelines/schedule outlined in these specs

References will be checked as part of the minimum criteria. Failure to contact a reference due to inaccurate information or an unfavorable recommendation from a reference can be considered as being non-responsive on the Bidders part. The bidder must be in business providing similar goods and/or services for a minimum of five (5) years.

Bidding Equals

It is the intent of these specifications to describe work to be done. The naming of a specific manufacturer, together with construction details, is used for the purpose of defining the type and quality of work and materials specified. Other manufacturers' products of approved equal quality may be acceptable. Any deviations from the attached specifications are to be clearly indicated. The detailed specifications provided are to be considered minimum requirements. These specifications are not intended to limit the bidding to one specific model, make, or vendor. These specifications require the doing of all things necessary and proper for the incidental to the furnishing and delivery of said equipment. All things not expressly mentioned in these specifications but involved in carrying out their intent, are required by these specifications and the vendor shall perform the same as though they were specifically mentioned, described and delineated.

Bidder's Responsibilities for Specifications

Any measurement, calculation or estimates included herein are believed to be correct, but each bidder should conduct a thorough examination of the project himself, since no allowance will be made because of an inaccuracy that inadvertently appears within the contract of the Bid Documents. The failure of any bidder to acquaint himself with conditions, as they actually exist shall not relieve him from any obligations and responsibility inherent within the Bid Documents.

No verbal agreement or conversation with any officer, agent, or employee of the Awarding Authority, either before or during the execution of this project, shall affect or modify any of the terms contained herein.

Inspection

The City of Westfield reserves the right to assign a project director to oversee all work related to the construction of the ball fields. He shall decide questions which may arise as to the quality and acceptability of the materials furnished and work performed. Also, the City of Westfield's project director will be responsible for mediating all disputes that may arise between individual contractors working on site or between contractors and the city.

He will have the authority to stop work on a project in the event the installation is not being conducted in accordance with the terms, conditions and standards that are specified herein. Work stoppage initiated by the City of Westfield, in this event, will **not** provide the Contractor claim for extra compensation.

Possible Discrepancies in Specifications

Any inadvertent errors, omissions or discrepancies in the applicable specifications should be brought to the attention of the Purchasing Director **prior to the three days before the bid opening**, who shall then send written instructions in the form of an addendum to all bidders in order to make the correction and/or clarification of the bid documents.

Subletting of Award

The City of Westfield must approve any sub contractor on this project **prior** to commencement of work. There shall be no subletting of the award, or assignment of monies due, or to become due, without written consent of the Awarding Authority.

Award

Once the contractor is notified by letter of intent and/or verbal confirmation that he/she has been selected to be awarded the contract, they must, within ten (10) days submit to the City of Westfield Purchasing Department copies of performance and payment bonds, and certificates of insurance.

Breach of Contract

Where the contractor fails to complete the project as specified, the Awarding Authority reserves the right to terminate the contract and enter into other agreements to complete the project, and the Awarding Authority shall have the right to recover the damages for breach of contract, either by suit against the contractor or the bond security it and the Awarding Authority will not be liable for any charges if termination happens.

Timelines & Schedules

The successful bidder must be able to start as soon as possible so as to plant grass in the ~~fall~~ - Spring. An exact work schedule must be given to the Purchasing Director prior to the start of the work.

Force Majeure

Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of public enemy, fires, floods, epidemic, quarantine restrictions, and freight embargoes.

Contractor Indemnification

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the City of Westfield, its officers, agents and employees against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including attorney's fees) that may arise out of or in connection with any work being performed or to be performed by the Contractor, his employees, agents, subcontractors or material men. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the City of Westfield for damage to its property caused by the Contractor, his employees, agents, subcontractor or material men, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless damage is caused by the City of Westfield's gross negligence or willful misconduct.

Warranty

All hardware provided must include the maximum parts and labor warranty offered by the manufacturer. The Contractor further guarantees to replace any defective unit without cost for labor or parts to the owner; that all equipment and cable is new, standard and regularly used for specific purpose.

The bidder shall provide complete information on any additional extended warranty available on the equipment or labor provided.

Licensing/Permit

The bidder shall possess any and all licenses related to the bid specifications and comply with all requirements of state and/or local authorities. Successful bidder must obtain any permits necessary to do this work including all building permits.

Changes to the Contract

During the course of the installation process the City of Westfield will, as requested or as seems desirable, issue clarifications to the specifications. Should the contractor believe that any clarification in fact constitutes a change to the contract, he shall so notify the City of Westfield in the form of a change proposal, identifying all associated changes to the cost of the contract. Changes to the contract shall be on Change Order forms provided by the City of Westfield. During the course of the installation process, either party may issue requests for changes in the contract. This shall take the form of a request for a change proposal which, if accepted by both parties, shall be executed as a change to the contract which will thereby be amended to the extent of the change. When, in the judgment of the City of Westfield, a need for immediate action exists, the contractor may be directed to proceed on a time and materials basis with the proposed change.

INSURANCE REQUIREMENTS:

The contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation acts and from claims for damages because of bodily injury, including death, which may arise from and during operations under this contract whether such operations are by himself or by any subcontractor or anyone directly/indirectly employed by either of them.

Public Liability Insurance: The contractor shall maintain such insurance as will protect him against claims of the public. The amount of the insurance shall be as follows:

Bodily Injury - \$500,000/1,000,000
Property Damage \$500,000, Or \$1,000,000 Combined Single Limit

OWNERS LIABILITY INSURANCE: \$1,000,000/2,000,000

To insure the owner, the City of Westfield, against all claims, the limits should be the same as for public liability. Prior to starting work on the contract, the contractor shall deposit with the City Purchasing Director, certificates from the insurers clearly stating that the insurance policies required in the above paragraphs have been issued to the contractor.

The contractor agrees to assume all liability for injury or damage to the contractor and any and all persons acting by, through, at the invitation of, or on behalf of the contractor, and to all property and equipment of the contractor whether owned by the contractor or not.

The contractor agrees to indemnify, defend and hold the City of Westfield harmless for any injury or damage to any person or property as a direct or indirect consequence of any aspect of the contractor's operation, which undertaking shall survive the term of the contract.

COMPETENCY OF BIDDERS

The City of Westfield will award the contract to the lowest responsible and eligible bidder on the basis of competitive bids. Responsibility and eligibility will be based on the Contractors ability to furnish satisfactory evidence of his/her ability and experience to perform this work, and that he/she has sufficient capital and equipment to enable him/her to execute the work successfully and to complete it within the time named in the contract. As part of the bid, the Contractor **must submit a list of three similar and successfully completed jobs,** whose relevance to the proposed job shall be deemed by the municipality. The name, address and telephone number of a contact person involved with each of these projects must be included so they can be investigated prior to the award of the contract. **Along with the above references, please submit references of the last three jobs completed along with a current list of all jobs you are currently committed to.** If the contract contains special work of a complicated nature or if it contains items for materials or work the character of which will depend upon the Contractors skill or experience, he will be required to show proof that he has a satisfactory record of similar work performed or materials furnished under other contracts. The City of Westfield reserves the right to use itself as a reference.

MATERIAL GUARANTY

Before any contract is awarded, the Bidder may be required to furnish without expense to the City of Westfield a complete statement of the origin, composition, and manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which may be subject to tests required by the City to determine their quality and fitness for the work. All materials used shall be of the very best quality of their respective kinds and all of the work performed shall be executed in the most skillful and workmanlike manner and both materials used and work performed shall, in every respect, meet the complete satisfaction of the Purchasing Agent or authorized agent. The bidder to whom a contract is awarded guarantees to the City of Westfield all equipment, materials and/or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

REGISTERED TO DO BUSINESS

All Bidders shall be registered to do business within the Commonwealth of Massachusetts. Registration can be obtained through the Corporation Division of the Office of the Secretary. The Commonwealth of Massachusetts (617) 727-9640. The three lowest bidders shall provide proof of registration within 24 hours of bid opening.

Technical Specifications/Scope of Services

See attached

Installation Requirements:

The contractor shall employ only competent and experienced workman at a regular schedule in harmony with other tradesmen on the job. He shall also exercise care and supervision of his employees in regard to proper and expeditious laying out of his work.

The contractor shall have a Foreman or Superintendent assigned to the Project who shall be authorized to make decisions and receive instructions exactly as if the Contractor himself were present. The City must be notified prior to a change in this Foreman.

The contractor shall be held responsible for any injuries or damage done to the premises resulting from the execution of his part of the work in any manner whatsoever; and in the case of dispute arising as to the extent or share of the responsibility incurred by the contractor, it is agreed between the City and the Contractor that such liability and extent of damage shall be finally determined by the City whose decision shall be final and binding.

The explanation in this bid document indicates the minimum requirements of this work. Conditions of the premises shall determine the actual arrangement of the work to be done. The Contractor shall be responsible to make himself aware of the conditions of the premises.

The contractor will be responsible for all equipment and materials installed under this section until the final acceptance of the project by the City.

All necessary tools machinery, and transportation for completion of this contract shall be provided by the Contractor.

All broken or waste material, rags, packing etc resulting from this work shall be removed by the Contractor.

Prior to the final acceptance the Contractor shall furnish two (2) sets of complete instructions for the repair, maintenance, and operation of all systems installed under this contract. These instructions shall be typed or printed and each set bound separately with durable covers. Included in this will be all warranty documentation

The contractor shall instruct and fully demonstrate to such person or persons as the City designates, regarding the care and use of all systems and all apparatus pertaining hereto.

Inspections:

All materials and workmanship shall be subject to inspection, examination, and testing by the City or any one that the City designates at any and all times during construction. The City shall have the right to reject defective workmanship or require its correction. Rejected material shall be promptly segregated and removed from the premises and satisfactorily replaced with proper material without charge. If the contractor fails to proceed at once with the correction of rejected defective workmanship or material, the City may have the defects remedied or rejected material removed from the site and charge the cost of the same against any monies which may be due the contractor.

The following documents must be submitted with your bid

1. Bid pricing sheet
2. Form for General Bid
3. Affidavit of Compliance
4. Attestation of Taxes/Non Collusion
5. Prevailing Wages
6. Bidders Certification
7. Contractor Certification
8. Bidder Information and Reference Form
9. Bid bond in required amount and format

Bid pricing page

Base Bid

\$ _____

FORM FOR GENERAL BID

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for

Project No. _____ Project Name: _____

In _____ Massachusetts, in accordance with the accompanying

plans and specifications prepared by

_____ (name of architect or engineer) for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____

C. The proposed base contract price is

Total bid in word

dollars (\$_____).

For alternate No.1 Irrigation at Football Field Add \$_____

For alternate No.2 Irrigation at Field Hockey/Lacrosse Field Add \$_____

Name of General Bidder: _____

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the general contractor, being all work other than that covered by Item 2. _____ dollars (\$_____)

(total bid in words)

Item 2. Sub-bids as follows:

Section #	Sub-trade	Name of Sub-bidder	Amount	Bonds required, indicated by "Yes" or "No"
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total of Item 2 \$ _____

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if he is selected as general contractor, he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

E. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on 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 he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of the General Laws.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under penalties of perjury that the undersigned is not debarred from doing public construction work under any law, rule or regulation of the federal government.

The undersigned hereby declares that the undersigned has carefully examined the Advertisement, Instruction to Bidders, Owner-Contractor Agreement, General Conditions of the Contract, Special Conditions (if any), Plans and Specifications, all other documents, and also the Site upon which the proposed work is to be performed. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on the undersigned's own investigation and research and not in reliance upon any representation of any employee, officer or agent of the City of Westfield.

Date _____ 2012

Name of General Bidder

Name and Title of Person Signing Bid

Business Address

City, State and Zip

Phone

Fax

AFFIDAVIT OF COMPLIANCE

Must submit with bid

_____ Massachusetts Corporation

_____ Foreign Corporation

_____ Non-Profit Corporation

_____ Partnership

_____ Sole Proprietorship *

Name of Corporation _____

Address _____

As President, or authorized company officer, of the above named corporation, I do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4

Signed under the penalties of perjury this _____ day of _____,

Signature and Title of Authorized Company Officer

Corporate Seal (affix below):

*If a sole proprietorship, you must indicate your status as a sole proprietorship; the person signing this bid shall be deemed the sole proprietor and legal entity for the purposes of this bid and contract.

ATTESTATION OF TAXES

Must submit with bid

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

Pursuant to M.G.L. Chapter 62C, §49A, I hereby certify, under the penalties of perjury, that, to the best of my knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature and Title of Authorized Company Officer

Date

Corporate Seal (affix below):

NON-COLLUSION AFFIDAVIT

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.

Signature of individual submitting bid or proposal

Name of Company

Date

THIS FORM MUST BE SIGNED AND ACCOMPANY YOUR BID.

The City of Westfield, Massachusetts

**BIDDER'S CERTIFICATION REGARDING
PAYMENT OF PREVAILING WAGES**

THE UNDERSIGNED BIDDER HEREBY CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE FOREGOING BID IS BASED UPON THE PAYMENT TO LABORERS TO BE EMPLOYED ON THE PROJECT OF WAGES IN AN AMOUNT NO LESS THAN THE APPLICABLE PREVAILING WAGE RATES ESTABLISHED FOR THE PROJECT BY THE MASSACHUSETTS DEPARTMENT OF LABOR AND INDUSTRIES.

THE UNDERSIGNED BIDDER AGREES TO INDEMNIFY THE AWARDING AUTHORITY FOR, FROM AND AGAINST ANY LOSS, EXPENSE, DAMAGES, ACTIONS OR CLAIMS, INCLUDING ANY EXPENSE INCURRED IN CONNECTION WITH ANY DELAY OR STOPPAGE OF THE PROJECT WORK, ARISING OUT OF OR AS A RESULT OF:

- (1) THE FAILURE OF THE SAID BID TO BE BASED UPON THE PAYMENT OF THE SAID APPLICABLE PREVAILING WAGE RATES OR**
- (2) THE FAILURE OF THE BIDDER, IF SELECTED AS THE CONTRACTOR, TO PAY LABORERS EMPLOYED ON THE PROJECT THE SAID APPLICABLE PREVAILING WAGE RATES.**

Date: _____

Name of Bidder: _____

By: _____ **(Signature)**

Print Name & Title of Person Signing

THIS FORM MUST BE SIGNED AND ACCOMPANY YOUR BID.
COMMONWEALTH OF MASSACHUSETTS
BIDDER'S CERTIFICATION FOR MGL 30, s.39S

The following certification statement is to be signed by the Bidder. This certification is based on Massachusetts General Law Chapter 30, Section 39S and shall incorporate that law by reference including all changes, revisions, amendments, or deletions.

a. As used in this certification the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. Any person submitting a Bid for, or signing a Contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a Bid for, or signing a Contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, does hereby certify, under penalties of perjury, as follows:

1. The undersigned is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
2. 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 that we shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
3. 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.

We hereby acknowledge that any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

We further acknowledge that the attorney general, or his or her designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of Contracts and the performance of Contracts in all cases where, after investigation of the facts, he or she has made a finding that the award or performance has resulted in violation, directly or indirectly, of MGL Chapter 30, Section 39S, Subsection (b), and he or she shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

We further acknowledge that as the Bidder, it is our responsibility to ensure compliance with MGL Chapter 30, Section 39S by all our Subcontractors, suppliers, consultants, and others physically present at the construction site(s) and performing work that is the responsibility of the Contractor as specified herein or as defined in all applicable laws, statutes, or regulations.

BIDDER'S NAME: _____
BY (TYPE NAME AND TITLE): _____
SIGNATURE: _____
DATE: _____

THIS FORM MUST BE SIGNED AND ACCOMPANY YOUR BID.

INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____ Date: _____
Contractor Authorizing Signature

_____ Print Name

Title: _____ Telephone: _____

Fax: _____ Email: _____

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.



CITY OF WESTFIELD

CONTRACT #

CONSTRUCTION OF PUBLIC WORKS PROJECTS OVER \$10,000

Bid # 2369

ENTER DATE HERE

This contract is entered into on, or as of this date by and between the City of Westfield, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts (hereinafter, the "City"), acting by and through its Purchasing Department, and its Park & Recreation Department, and:

"Contractor"

WITNESSETH

WHEREAS, the City desires to: contract for construction of ball fields at North Middle School; and

WHEREAS, pursuant to M.G.L. c. 30, §39M, contracts for public works construction or for the purchase of any material, expected to cost more than \$10,000, and every contract for the construction of a public building estimated to cost more than \$25,000, but less than \$100,000, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids; and

WHEREAS, the City’s Purchasing Department has requested and received proposals for bids and selected the lowest responsible and eligible bidder; and

WHEREAS, the Contractor was found to be the lowest responsive and responsible bidder;

NOW THEREFORE, in consideration in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS AND BID PROCEDURES

All documents relative to the contract including (where used) Instructions to Bidders, Proposal Form and Contractor’s Proposal, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in the Project Manual, Draws, other Bid Documentation composed and publicly advertised under the above-referenced bid number, all addenda issued during the bidding period, and all applicable Supplements. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the contract.

This contract is executed after invitations for bids have been asked for by publication in the:

Republican, on November 7, 2012, and
Central Register on November 7, 2012.

ARTICLE II

THE WORK OF THIS CONTRACT

Pursuant to M.G.L. c. 30, §39M, the Contractor shall execute the entire Work described in the Contract Documents (hereinafter, the “Work”), including the “Scope of Work” as set forth in the Bid Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, and any intentional and significant changes to the Work may not be made without the written authorization of the City, or its designer, if said designer is authorized to approve such changes. Where the City approves such change, it shall within thirty (30) days thereafter confirm by a certificate stating: (a) the reason for the change and, if such change involves material or equipment, why the material or equipment was initially

included and why substitution is now needed; (b) that the change does not “materially injure” the project; (c) that the substituted work has approximately the same value and quality as the original work, or that an equitable adjustment has been agreed by the Contractor and the City in the amount of the difference; and (d) the change is in the best interest of the City. Such certificate shall be signed under the pains and penalties of perjury and shall be a permanent record of the Work contracted for.

**ARTICLE III
COMMENCEMENT DATE AND SUBSTANTIAL COMPLETION**

The commencement date shall be the date this Contract is fully executed by both parties (hereinafter, the “Commencement Date”). The Contractor shall perform everything agreed to it to be performed properly and promptly in accordance with the terms of this contract and to the satisfaction of the heads of the Purchasing and Park & Recreation Departments of the City, or their duly-authorized representatives; shall observe and comply with all existing and future state and federal laws and City rules, ordinances and regulations in any manner effecting those engaged or employed in the performance of this Contract.

The Contractor shall achieve substantial completion of the entire Work no later than 90 days from the Commencement Date, subject to adjustments of this Contract Time as provided in the Contract Documents.

For the purposes of this Article, “substantial completion” shall mean either that the Work required by this Contract has been completed except for Work having a contract price of less than one percent (1%) of the then adjusted total Contract Price, or substantially all of the Work has been completed and open to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work required by this Contract.

**ARTICLE IV
CONTRACT PRICE**

The City shall pay the Contractor for the Contractor’s performance of the Contract the price of _____ DOLLARS AND ____ CENTS (\$_____.____) , which contract price includes performance of the estimated quantities of the Unit Price Items set forth in the Contractor’s Bid, subject to additions and deductions by an amendment to the Contract Documents or an approved change order.

The Unit Prices set forth in the Contractor’s Bid shall determine the value of the performance of the Unit Price Items, the value of extra Work and of changes in the Work, as the case may be. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit Prices shall be used uniformly for additions and deductions.

**ARTICLE V
UNANTICIPATED CONDITIONS**

Pursuant to M.G.L. c. 30, §39N, if, during the progress of the Work, the Contractor or the City discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to Work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from the Contractor, or upon its own initiative, the City shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the City shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly, or the City may choose to terminate this Contract pursuant to Article XV, hereunder.

**ARTICLE VI
PAYMENT TO CONTRACTOR- IN GENERAL**

Payments to the Contractor shall be made in accordance with M.G.L. c. 30, §39G, including all current amendments to the law, generally as follows:

1. Upon substantial completion of the Work required by this Contract, the Contractor shall present in writing to the City its certification that the Work has been substantially completed.
2. Within twenty-one (21) days thereafter, the City shall present to the Contractor either a written declaration that the Work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the Work has not been substantially completed. The City may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the Contractor must achieve substantial completion of the Work. In the event that the City fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the Contractor's certification within the twenty-one (21) day period, the Contractor's certification shall take effect as the City's declaration that the Work has been substantially completed.
3. Within sixty-five (65) days after the effective date of a declaration of a substantial completion, the City shall prepare and forthwith send to the Contractor for acceptance a substantial completion estimate for the quantity and price of the Work done and all but one per cent (1%) retainage on that Work, including the quantity, price and all but one per cent (1%) retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the

estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the Work. The City also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by Subcontractors and not yet paid to Subcontractors or deposited in joint accounts pursuant to M.G.L. c. 30, §39F.

4. Within fifteen days after the effective date of the declaration of substantial completion, the City shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the Contractor shall complete all such work items within forty-five (45) days after the receipt of such list or before the then contract completion date, whichever is later. If the Contractor fails to complete such Work within such time, the City may, subsequent to seven (7) days' written notice to the Contractor by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.
5. Within thirty (30) days after receipt by the City of a notice from the Contractor stating that all of the Work required by the contract has been completed, the City shall prepare and forthwith send to the Contractor for acceptance a final estimate for the quantity and price of the Work done and all retainage on that Work less all payments made to date, unless the City's inspection shows that work items required by the Contract remain incomplete or unsatisfactory, or that documentation required by the Contract has not been completed.
6. The City shall pay the amount due pursuant to any periodic, substantial completion or final estimate within thirty-five (35) days after receipt of written acceptance for such estimate from the Contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. In the case of periodic payments, the City may deduct from its payment a retention based on its estimate of the fair value of its claims against the Contractor, a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of section 39F, and a retention to secure satisfactory performance of the contractual Work not exceeding five per cent (5%) of the approved amount of any periodic payment, and the same right to retention shall apply to bonded Subcontractors entitled to direct payment under section 39F; provided, that a five per cent (5%) value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.
7. For the purposes of this Article, "substantial completion" shall mean either that the Work required by the contract has been completed except for Work having a contract price of less than one per cent (1%) of the then adjusted total contract price, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work required by the contract.

ARTICLE VII
PAYMENT TO THE CONTRACTOR IF THE CITY CAUSES DELAY

1. Should the City be prevented or enjoined from proceeding with Work either before or after the start of construction, by reason or any litigation or reason beyond the control of the City, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay but time for completion of the Work will be extended to such reasonable time as the City may determine will compensate for lost time by such delay with such determination to be set forth in writing.

2. If the City causes a delay for its convenience, payment to the Contractor shall be made in accordance with M.G.L. c. 30, §39O, including all current amendments, generally as follows:
 - a. The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the City; provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the City to act within the time specified in this contract, the City shall make an adjustment in the Contract Price for any increase in the cost of performance of this contract but shall not include any profit to the Contractor on such increase; and provided further, that the City shall not make any adjustment in the Contract Price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the Contract Price under any other contract provisions.
 - b. The Contractor must submit the amount of a claim under provision “a” to the City in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the City shall not approve any costs in the claim incurred more than twenty days before the Contractor notified the City in writing of the act or failure to act involved in the claim.
 - c. In the event a suspension, delay, interruption or failure to act of the City increases the cost of performance to any Subcontractor, that subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as provisions “a” and “b” give the general contractor against the awarding authority, but nothing in provisions “a” and “b” shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

**ARTICLE VIII
SUBCONTRACTORS**

To ensure the prompt and efficient performance of its obligations hereunder, the Contractor may subcontract any of the Work to be performed by it, provided that the Contractor has first obtained in writing the approval from the City for said subcontracting. The Contractor shall be responsible for the acts, errors and omissions of its Subcontractors and shall ensure that in its agreement with same that the Subcontractors are bound to the City under the same clauses contained in this Contract by which the Contractor is bound to the City. The Contractor shall also require any Subcontractors to obtain and maintain insurance and other insurance terms and conditions as herein stated and as required hereunder for the Contractor.

**ARTICLE IX
PAYMENT TO SUBCONTRACTORS**

Payments to Subcontractors shall be made in accordance with M.G.L. c. 30, §39F, including all current amendments, generally as follows:

1. Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.
2. Not later than the sixty-fifth day after each Subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the Subcontractor; and the City shall pay that amount to the Contractor. The Contractor shall forthwith pay to the Subcontractor the full amount received from the City less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.
3. Each payment made by the City to the Contractor pursuant to Paragraphs 1 and 2 of this Article for the labor performed and the materials furnished by a Subcontractor shall be made to the Contractor for the account of that Subcontractor; and the City shall take reasonable steps to compel the Contractor to make each such payment to each such Subcontractor. If the City has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the Subcontractor as provided in Paragraphs 1 and 2 the City shall act upon the demand as provided in this section.
4. If, within seventy (70) days after the Subcontractor has substantially completed the subcontract Work, the Subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of work, the Subcontractor may demand direct payment of that balance from the City. The demand shall be by a sworn statement delivered to or sent by certified mail to the City, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract Work. Any demand made after substantial completion of the subcontract Work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract Work. Within ten days after the Subcontractor has delivered or so mailed the demand to the City and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the City and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.

5. Within fifteen (15) days after receipt of the demand by the City, but in no event prior to the seventieth day after substantial completion of the subcontract Work, the City shall make direct payment to the Subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the City as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided, that the City shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph 4. The City shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.
6. The City shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of Paragraph 5 in an interest-bearing joint account in the names of the Contractor and the Subcontractor in a bank in Massachusetts selected by the City or agreed upon by the Contractor and the Subcontractor and shall notify the Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.
7. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to Paragraph 6 shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the City to the Contractor to the extent of such payment.
8. The City shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to Paragraph 6, are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

**ARTICLE X
FINAL PAYMENT**

1. Final payment shall be made by the City to the Contractor when a final Application for Payment, certified for payment by the Architect, Engineer, or the City, as the case may be, has been submitted to the City, and: (i) the Contractor has substantially completed the Work so that the value of the Work remaining to be done is, in the estimate of the City, less than one percent (1%) of the original Contract Price, or (ii) the Contractor has substantially completed the Work, and the City takes possession for occupancy, whichever occurs first.
2. Final payment shall constitute payment of the entire balance due on the Contract, less (i) a retention based on the City's estimate of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of Work, and less (ii) a retention for direct payments to Subcontractors pursuant to the provisions of M.G.L. c. 30, §39F.

3. Interest on overdue payments shall be paid pursuant to M.G.L. c. 30, §39K.
4. The final payment for Work done on this Contract shall be made only after the Contractor has signed a statement under the penalties of perjury certifying that the Work described in this Contract has been completed by him in accordance with Paragraph 1 of this Article.
5. Payments of the amounts due under this Contract or in accordance with any written alterations of the same by the parties hereto shall release the City, the Mayor, all Department heads and their officers, agents, and employees from any and all claims and liability in any way relating to this Contract or any such alteration thereof or anything relating thereto.

**ARTICLE XI
FISCAL YEAR APPROPRIATIONS**

1. The fiscal year of the CITY is the twelve-month period ending June 30 of each year. The obligations of the City under this Contract, or under any amendment to this Contract, for any fiscal year, are subject to the appropriation to the CITY of funds sufficient to discharge the CITY obligations, which accrue in that fiscal year, and authorization to spend such funds for the purposes of this Contract.
2. If, for any fiscal year during the term of this Contract, funds for the discharge of the City's obligations under this Contract are not appropriated and authorized, or funds so appropriated and authorized are insufficient for that purpose, then this Contract shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to the CITY for damages, penalties or other charges on account of such termination.

**ARTICLE XII
TAX EXEMPT STATUS**

The City represents that it is exempt from federal excise, state and local taxes, and that sales to it are exempted from Massachusetts's sales and use tax. If in the future the City becomes subject to any such taxes, the City shall reimburse the Contractor from any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

**ARTICLE XIII
PROJECT GUARANTEE**

1. The Contractor guarantees that the work and services to be performed under the Contract and all workmanship, material, and equipment performed, furnished, used or installed in the construction of same shall be free of from defects and flaws and shall be performed and furnished in strict accordance with the drawings, specifications, and other Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one (1) year from and after the date of completion and acceptance of the Work. If the City accepts part of the Work, the guarantee for that part of the Work shall be for a period of one (1) year from the date fixed for such acceptance.

2. If at any time within said period of guarantee any part of the Work requires repairing, correction, or replacement, the City may notify the Contractor in writing to make the required repairs, corrections or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the City within three (3) business days from the date of receipt of such notice, or having commenced, fails to prosecute such work with diligence, the City may employ other persons to make same, and all direct and indirect costs of making said repairs, corrections, or replacements, including compensation for additional professional services, including any and all costs associated with collecting such debt to the City, shall be paid by the Contractor.
3. The Contractor guarantees to furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, including damage to his own work and to the work of other contractors, and the Contractor shall repair any damage or marring to any goods occasioned by transit.
4. The Contractor guarantees that it will make good, replace, and renew at its own cost and expense any loss, damage or other casualty occurring during the carrying out of this contract, including any such loss, damage or other casualty which occurs prior to the final delivery and acceptance of the goods by the City, by reason of accident, fire, water, theft, act of God, or for any other reason whatsoever not caused by the City, its employees or agents.

ARTICLE XIV CONTRACTOR'S CERTIFICATIONS

By signing this Contract, the Contractor certifies under the penalties of perjury that:

1. pursuant to M.G.L. c. 62C, §49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes;
2. pursuant to M.G.L. c. 151A, §19A, the Contractor has complied with all the laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System;
3. the Contractor has filed with the Secretary of State all certificates and annual reports required pursuant to M.G.L. c. 158B, §109 (business corporation), or M.G.L. c. 180, §26A (non-profit corporation), or M.G.L. c. 181, §4 (foreign corporation), whichever is applicable;
4. the Contractor provides workers' compensation insurance and all other insurance benefits required by M.G.L. c. 152;
5. the Contractor is not presently debarred or suspended from providing goods and/or services to the City under the provisions of M.G.L. c. 29, §29F, or an other applicable debarment or suspension provision of any other chapter of the General Laws or any rule or regulation promulgated thereunder;
6. pursuant to the provisions of M.G.L. c. 7A, §6, the Contractor filed a statement under the pains and

penalties of perjury setting forth the names and addresses of all persons having a financial interest in this Contract, not including, however, any person whose only financial interest consists of the holding of one percent (1%) or less of the capital stock of the Contractor;

7. the person signing this Contract certifies that he/she has been authorized by the Contractor to commit the Contractor contractually and had been authorized to execute this Contract on its behalf;
8. where the Contractor is a foreign corporation, it has filed with the City a copy of a certificate of the state secretary stating that such corporation has complied with M.G.L. c. 181, §§3 and 5, as required by M.G.L. c. 30, §39L;
9. the Contractor has complied with all other requirements of M.G.L. c. 30, §39R;
10. the Contractor is in possession of all required licenses and permits for any activity which may occur from the Contractor's operations under this Contract. The Contractor will submit copies of such licenses and/or permits upon request by the City; and
11. the Contractor has paid all real estate, personal property or excise tax, water charges, fines or municipal lien charges due to the City.

**ARTICLE XV
TERMINATION, SUSPENSION OR DELAY OF CONTRACT**

1. Termination for Cause. The City may terminate this Contract for cause by written notice if it determines that any of the following circumstances have occurred:
 - a. the Contractor is adjudged bankrupt or has made a general assignment for the benefit of his creditors;
 - b. a receiver has been appointed of the Contractor's property;
 - c. all or part of the Work has been abandoned;
 - d. the Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the City, except as provided in the Contract;
 - e. the architect or City has determined that the rate of progress required on the project is not being met; or
 - f. the Contractor has substantially violated any provisions of this Contract.

In the event of such termination, the City may hold the Contractor and its sureties liable in damages as for breach of contract, and/or the City may notify the Contractor to discontinue all work, or any part thereof, and the Contractor shall discontinue all work, or any part thereof, as the City may designate.

The City may complete the Work, or any part thereof, and charge the expense of completing the Work, or part thereof, to the Contractor. The City may also take possession of, and use any materials, machinery,

implements and tools found upon the site of said Work. The City shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall solely be responsible for their removal from the Project Site after the City has no further use for them. The City may, at its option, require the surety or sureties to complete the Contract.

All expenses charged under this Paragraph shall be deducted and paid by the City out of any monies then due or to become due the Contractor under this Contract; and in such accounting the City shall not be held to obtain the lowest figures, by competitive bids or otherwise, for the work of completing the Contract, or any part thereof.

All sums actually paid by the City to complete the Work shall be charged to the Contractor. In case the expenses charged are less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the Contractor shall pay the amount of excess to the City.

2. Termination without Cause. The City may terminate this contract for its convenience and without cause upon fourteen (14) days written notice from the City to the Contractor. If the contract is terminated under this section, the Contractor shall be paid an amount which bears the same ratio to the total services performed by the Contractor by the date of termination, or the total value of the goods to be delivered by the Contractor, less payments previously made by the City for such services or goods, provided, however, that if by the date of termination less than sixty percent (60%) of the total services have been performed by the Contractor, or if less than sixty percent (60%) of the total value of the goods to be delivered by the Contractor, have been received by the City, then the Contractor shall be reimbursed for that portion of the out of out-of-pocket expenses, not otherwise reimbursed under this contract, incurred by the Contractor during the contract period, which is directly attributable to the uncompleted portion of the services, or undelivered goods, covered by this contract. Payments by the City pursuant to this Paragraph shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, Subcontractors and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

ARTICLE XVI INSURANCE

The Contractor shall purchase and keep in full force and effect during the entire duration of the Work to be done by the Contractor, insurance issued by companies qualified to do business in the Commonwealth of Massachusetts as follows:

1. Contractor's Public Liability and Property Damage Insurance. Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Contractor's operation under this agreement, whether such operations be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the City of Westfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever

is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Premises/Operations, Elevators and Hoists, Independent Contractors, Contractual Liability Assumed Under this Contract, Products/Completed Operations, Broad Form Property Damage Endorsement, and Personal Injury, and shall not be subject to any of the special property damage liability exclusions commonly referred to as XCU exclusions.

2. Workmen's Compensation Insurance. Workmen's Compensation Insurance must be provided at the Contractor's expense in accordance with the provisions of M.G.L. Chapter 149, § 34A. The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152, § 25C, as amended, to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of this Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the City's Purchasing Agent when requested and by submitting two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Any cancellation of such insurance whether by the insurer 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 Purchasing Agent at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.
3. Vehicle Liability Insurance. The Contractor shall take out and maintain at his own expense during the life of this Contract vehicle liability insurance. The insurance shall name the City of Westfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, and Non-Owned Vehicles.
4. Certificates of Insurance. The Contractor shall deposit with the City Certificates of Insurance for the coverage required by this Article XVI, in form and substance satisfactory to the City, and shall deliver to the City new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the City prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the Contractor with the insurance requirement, however, shall not relieve the Contractor from liability under the indemnity provisions.

ARTICLE XVII INDEMNIFICATION

Contractor shall indemnify and hold harmless the City, its departments, employees and agents from and against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City, its departments, employees and agents may sustain, incur or be required to pay, including the cost of attorneys' fees, arising out of or in connection with the performance of this contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its employees, agents, Subcontractors, servants, or anyone directly or indirectly employed by any of them.

**ARTICLE XIII
LIABILITY OF PUBLIC OFFICIALS**

To the full extent permitted by the law, no official, employee, agent or representative of the City shall be individually or personally liable on any obligation of the City under this Contract.

**ARTICLE XIX
MINIMUM WAGE/PREVAILING WAGE**

The Contractor will carry out the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to M.G.L. c. 151, §1, et. seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commission or the Department of Labor and Industries, under the provisions of M.G.L. c. 149, §§26-27D (Prevailing Wage), as shall be in force and as amended. Certified Payrolls must be submitted to the City of Westfield Purchasing Department on a weekly basis.

**ARTICLE XX
KEY PERSONNEL**

1. The Contractor represents that the key individuals named in this section are its full-time employees and will be assigned to the performance of the Contractor’s obligations under this Contract for the indicated percentage of the individual’s total available work time for the duration of the indicated phases:

<u>Name and Title</u>	<u>Phase</u>	<u>Percent</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The services of each named key individual shall be required unless that individual becomes unavailable to the Contractor only for reasons such as the individual’s death, disability, or termination of the underlying employment relationship.
3. If the key individual names in this section become unavailable for such reasons, the Contractor shall give the City the resume of a proposed replacement, and offer the City an opportunity to interview that person. If the City is not reasonably satisfied that the proposed replacement has comparable ability and experience, he shall so notify the Contractor, whereupon the Contractor shall propose another replacement and the City shall have the same right of approval. Such process shall be repeated until the City shall approve a proposed replacement.
4. The City shall have the right to require the Contractor to remove any key individual from his assignment for cause and upon reasonable notice.

**ARTICLE XXI
PERSONNEL**

The Contractor represents that there has been or will be secured all personnel required for the performance of the Work, services, and/or items to be provided under this contract. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Contractor or under the supervision of the Contractor, and all personnel engaged in the Work shall be fully qualified.

**ARTICLE XXII
TERMINATION OF PERSONNEL**

1. The City shall monitor the Contractor's efforts in order to account for all Work performed by Contractor personnel and to determine if Contractor personnel are performing satisfactorily at the appropriate skill levels specified in this Contract.
2. The City may require the Contractor to relieve any of Contractor's personnel from any further Work under this Contract if in the City's opinion it appears that:
 - a. the individual does not perform at the applicable skill level specified in this Contract;
 - b. the individual does not deliver work which conforms to the performance standards stated in this Contract; or
 - c. personality conflicts with City personnel hinder effective progress on the work of the project of unit to which the individual is assigned.

**ARTICLE XXIII
PERFORMANCE AND PAYMENT BONDS**

The Contractor shall obtain and deposit with the City the following bond(s) in the amount of:

PERFORMANCE BOND	50%	(\$_____)
PAYMENT BOND	50%	(\$_____)

with sureties satisfactory to the City to (a) guarantee the faithful performance by the Contractor of all its obligations under this Contract and (b) constitute the security required by M.G.L. c. 149, §29 and M.G.L. c. 30, §39A, as amended, for payment by the Contractor and its Subcontractors for all labor performed or furnished and for all materials used or employed in connection with the contract. Each bond shall incorporate by reference the terms of this Contract.

**ARTICLE XXIV
PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

1. 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 in any other country. The City or its duly authorized representatives have unrestricted authority to, without payment of any royalty, commission, or additional fee or any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this contract.
2. All data, reports, programs, software, equipment, plans, drawings, and any other documentation or product paid for with municipal funds shall vest in the City at the termination of this contract. The Contractor shall at all times obtain the prior written approval of the City before it, either during or after termination of the contract, makes 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 of communication.

**ARTICLE XXV
FINDINGS CONFIDENTIAL**

Any 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. The Contractor shall comply with all laws and regulations relating to confidentiality, security, privacy and use of confidential data and comply with M.G.L. c. 66A, so far as same may apply.

**ARTICLE XXVI
AUDIT, INSPECTION, RECORD KEEPING**

1. At any time during normal business hours, and as often as the City may deem it 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 contract.
2. In accordance with M.G.L. c. 30, §39R, for a period of six (6) years after final payment of this Contract or any extension thereof, the Contractor shall make its work papers, records and other evidence of audit available to the City of its duly authorized representatives. The City shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at the time the need for reproduction arises.

**ARTICLE XXVIII
GOVERNING LAW AND CHOICE OF FORUM**

This contract shall be governed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws provisions. Any suit, action, or proceeding

against the Contractor with respect to this contract, or any judgment entered by any court in respect thereof may be brought in the Courts of the Commonwealth of Massachusetts, Hampden County, or in the United States Courts located in the Commonwealth of Massachusetts as the City in its sole discretion may elect and the Contractor hereby submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

**ARTICLE XXIX
STATUTORY COMPLIANCE**

1. This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state and local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of Massachusetts General Laws are incorporated by reference into this contract, including, but not limited to, M.G.L. c. 30 § 39M.
2. Whenever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into the contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power of liability of cities and towns, such law or regulation shall control.
3. The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.
4. The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the Work, of the materials used in the work, or in any way affecting those engaged or employed in the Work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this Work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the City. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the City, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or Subcontractors of any such law, by-law, regulation orders or decrees.

**ARTICLE XXX
CONFLICT OF INTEREST**

Both the City and the Contractor stipulate to the applicability of State Conflict of Interest Law (General Laws Chapter 268A), and this contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this contract; and by executing the contract documents the Contractor certifies to the City that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

**ARTICLE XXXI
NON-DISCRIMINATION AND EQUAL EMPLOYMENT**

The Contractor shall carry out the obligations of this contract in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and Massachusetts General Laws, Chapter 151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

**ARTICLE XXXII
INDEPENDENT CONTRACTOR**

1. It is expressly acknowledged by the parties hereto that the Contractor is an independent contractor, and nothing in this contract shall be construed or interpreted to create an employer/employee relationship, joint venture relationship, or landlord/tenant relationship between the Contractor and the City. No rights or benefits of an employee of the City shall accrue or be vested in the Contractor under any personnel policies or benefit plans maintained by the City for the benefit of its employees. The Contractor shall not be entitled to any payment from the City in the nature of benefits under the Workers' Compensation Act for any accident, illness, or event occurring in or relating to the City and arising out of the Contractor's duties hereunder.
2. Neither federal, nor state income tax, nor payroll tax of any kind will be withheld or paid by the City on behalf of the Contractor or the employees of the Contractor. The Contractor will not be treated as an employee with respect to the work performed hereunder for federal and state tax purposes. The Contractor understands that he is responsible to pay, according to law, his or her income tax. If the Contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (social security) tax.
3. The Contractor shall supply, at his sole expense, all equipment, tools, materials, and supplies necessary to accomplish the Work contemplated by this contract.

**ARTICLE XXXIII
NOTICES**

Any notice permitted or required under this provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name of or on the behalf of the party giving notice. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in this Contract, and to the City of Westfield by being sent to either:

City of Westfield	City of Westfield	City of Westfield
Office of the Mayor	Purchasing Department	Park & Rec Department
59 Court Street	59 Court Street	4 Holcomb Street
Westfield, MA 01085	Westfield, MA 01085	Westfield, MA 01085

**ARTICLE XXXIV
GENERAL PROVISIONS**

1. Assignment. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in same, whether by agreement or notation, without the prior written approval of the City, provided, however, that claims for money due to the Contractor by the City under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
2. Supervening Law and Severability. The parties recognize that this contract shall be subject to amendments to Federal, State, and local laws, regulations, and ordinances. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this contract, or that would cause one or both of the parties to be in violation of that law, shall be deemed to have superseded the terms of this contract. Notwithstanding such invalidity or illegality, the remaining terms and provisions of this contract shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
3. Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this contract and as are consistent with the terms hereof.
4. Amendment/Waiver. Changes to any of the provisions specified in this contract can occur only when mutually agreed upon by the Contractor and the City, set forth in writing, and signed by both the Contractor and the City. All conditions, covenants, duties and obligations contained in this contract can be waived only by written agreement by the parties. Forbearance or indulgence in any form or manner by a party shall not be 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.

5. Captions. The captions of the sections in this contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.
6. Binding of Successors. This contract shall be binding upon the Contractor, its assigns, transferees, and/ or successors in interest (and where not corporate, the heirs and estate of the Contractor).
7. Arbitration. Arbitration is not in any way applicable to the terms or performance of this contract.
8. Condition of Enforceability Against the City. This Contract is only binding upon, and enforceable against, the City if: (i) the Contract is signed by the Mayor, or his/her designee; (ii) endorsed with approval by the City Auditor; and (iii) endorsed with approval by the City Solicitor's and Purchasing Office as to form and legality.
9. Force Majeure. Neither the City, as acting by and through its Purchasing Department, nor the Contractor shall be in default of this Contract if the performance of any of their respective obligations hereunder is delayed or becomes impossible for any reason, beyond their reasonable control respectively, including, without limitation, war, invasion, act of foreign enemy, hostilities, civil war or rebellion (whether war be declared or not), strike, lockout or other industrial dispute, or Act of God; provided, however, that the party interfered with provides written notice thereof to the other party within ten (10) working days of any such force majeure, condition or event.
10. Corporate Contractor. If the Contractor is a corporation, it shall endorse upon this contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this contract for the corporation.
11. Non-resident Processing; Signatures. Every Contractor who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Contractor hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the City or its lawful Attorney to said Contractor or nonresident co-partner at the address set forth in the Contract. Said Contractor or said nonresident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Contractor or said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Contractor or said co-partner.
12. Complete Contract. This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no other agreements other than those incorporated herein.

IN WITNESS WHEREOF, the parties hereunto have signed this Contract as a sealed instrument on the date first written above

CITY OF WESTFIELD

CONTRACTOR

By: _____
Daniel Knapik
Mayor

By: _____
Signature of Contractor

Name of Contractor

By: _____
Department Head

Title of Contractor

By: _____
Chief Procurement Officer

Street Address

City, State and Zip

By: _____
City Attorney
Certified as to Form

Tax ID or Social Security No.

FOR CORPORATIONS ONLY:

By: _____
Clerks' Signature

Print or Type Clerk's Name

By: _____
City Auditor

Board or Commission if Applicable

