



AGREEMENT BY and BETWEEN the
CITY of AMESBURY
and
TEC, Inc.

Main Street Traffic Evaluation

This agreement made and entered into this day, October 26, 2020, by and between the City of Amesbury, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, hereinafter referred to as "the CITY" or "the Owner", by and through its Mayor, Cassandra Gove, and TEC, Inc., "the Contractor". A corporation duly organized and existing under the laws of the Commonwealth of Massachusetts or as a D/B/A duly registered at: 146 Dascomb Road, Andover, MA 01810.

WHEREAS, the CITY invited the submission of proposals for the purchase and delivery of A Main Street Traffic Evaluation (see Schedule A, task 2 only), hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the CITY has decided to award the contract therefor to the CONTRACTOR.

Now, therefore, the CITY and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Contractor agrees to furnish and deliver services, materials, supplies, and/or equipment to Amesbury, MA (delivery point) as more fully described in and in accordance with the Contract Documents.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from the date of execution and shall expire on June 30, 2022, unless terminated earlier pursuant to the terms hereof.
EXTENSION(S). Upon the expiration date of the initial term of this Agreement, 1_ extension(s) of 12 month(s) beyond the initial term of this Contract may be considered and agreed upon by both parties. No term of extension beyond the initial term of this Contract will begin without prior approval in writing by the City. At no time will the City agree to allow auto renewal of this agreement.
4. **COMPENSATION.**
 - A. The CITY shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$25,000.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the CITY from any and all claims and liabilities under this Agreement.
 - C. Neither the CITY's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the CITY under the Agreement or any cause of action arising out of the performance of the Agreement.
 - D. The CITY shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. **PAYMENT OF COMPENSATION.** Upon satisfactory completion of the scope of work and within thirty (30) days after its receipt of Invoice, the City agrees to pay to the Contractor the sum of money as stated in the Contract Value as set forth in this agreement.

6. **LIABILITY OF THE CITY.** The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
7. **INDEPENDENT CONTRACTOR.** The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.
8. **INDEMNIFICATION.** The CONTRACTOR shall indemnify, defend, and hold the CITY and all of its officers, agents and employees harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or that may arise as a result of Contractor's action or failure to act, or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. **INSURANCE.** A Certificate of Insurance shall be filed with the City in accordance with the attached Insurance Requirements and shall be subject to approval of the City and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.
10. **ASSIGNABILITY.** The Contractor shall not assign, sell, subcontract, or otherwise transfer any interest of this Agreement, in whole or in part, without express prior written consent of the City and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.
11. **TERMINATION.**
 - A. **Termination for Cause.** If at any time during the term of this Agreement the CITY determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.
 - B. **Termination for Convenience.** The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. **INSPECTION AND REPORTS.** The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of his operation under this Contract in such detail and with such information as the CITY may request.
13. **ROYALTIES AND PATENTS.** The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the CITY harmless from loss on account thereof.
14. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. **DAMAGES.** From any sums due to the Contractor for materials, supplies or equipment delivered, the City may keep for its own, the whole or any part of the amount for expenses, losses and damages, incurred by the City as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the Contractor in furnishing or delivering materials, supplies or equipment as provided in this Contract.
18. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. **FUNDING, GOVERNING LAWS and ORDINANCES.** This Contract is made subject to the availability of funds and shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the ordinances of the City, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void, the remainder of this Contract shall not be affected and such law or ordinance shall be operative in lieu thereof. The CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

20. EQUAL OPPORTUNITY. In the performance of all work, after award and prior to completion of the contract work, the Contractor will not discriminate on grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate, or suspend the contract in whole or in part for any violation of this Article.
21. CONFLICT. In the event there is a conflict between these Articles and the vendor proposal documents, the language in these Articles shall supersede that in the vendor proposal documents, unless otherwise stated in writing as an addendum, agreed to by both parties and is attached hereto.

ENTIRE AGREEMENT

This Agreement including all documents incorporated herein by reference constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior written or oral understanding and shall not be modified or amended except by a written document executed by the authorized representatives of both parties listed on the signature page of this Agreement or their lawful successors in office or title.

SIGNATURE PAGE TO FOLLOW ON NEXT PAGE

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

THE CONTRACTOR

Signature Jonathan A. Rockwell

Print Name Jonathan A. Rockwell

Title Principal

TEC, Inc.

COMPANY NAME 146 Dascomb Rd.

Street Address Andover, MA 01810

City, State, Zip Code

Telephone Number: 978-794-1792

Fax Number: -

Date Signed: 10/26/2020

Contract Value: ~~\$42,500~~ ~~\$30,000~~ \$25,000.00
U.S. Dollars AW
JAR

THE OWNER
City of Amesbury

Kassandra Gove
Kassandra Gove, Mayor

Date Signed: 10/8/2020

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

Angel Wills
Angel Wills, Chief Financial Officer

City Council Order# Chapter 90 _____

Date Order Approved: 7/27/2020

Purchases Order# 210643

Amesbury, Massachusetts 01913
INSURANCE REQUIREMENTS

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

Coverage for Bodily Injury and Property Damage as follows:

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

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

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

B. Comprehensive Automobile Liability Insurance

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

Limits of Liability

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

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

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

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

D. Owner's Protective Liability Insurance

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

E. General Requirements for All Lines of Insurance Furnished

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

Amesbury, Massachusetts 01913
INSURANCE REQUIREMENTS
(cont'd)

All insurance policies must state to indemnify and save harmless the CITY and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of the Contractor's action or failure to act. Mutual indemnification will not be accepted. No waivers of subrogation are implied or will be accepted. When higher limits are required, such provisions will be listed in the project specs.

The cost of such insurance, including required endorsements or amendments, certificates and renewals, shall be the sole responsibility of the Contractor. All policies shall be written so that the City of Amesbury shall be notified of cancellation or the addition of "restrictive amendments" by Registered Mail or by FAX not later than twenty (20) days prior to the effective date of such cancellation or amendment.

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

NON-COLLUSION CERTIFICATION

The undersigned certifies under the penalties of perjury that this 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 or organization, entity, or group of individuals.

CORPORATE CERTIFICATION

If the proposer is a corporation, the individual signing this form on behalf of said corporation hereby certifies, under the pains and penalties of perjury, that he is authorized to sign said form on behalf of the corporation and to execute contracts in the name and on behalf of said corporation, and the execution of any contract or obligation in the corporate name by the undersigned shall be valid and binding upon the corporation.

TAX COMPLIANCE CERTIFICATION

Pursuant to Massachusetts General Laws, C. 63 c, S 49 a, the undersigned certifies, under the penalties of perjury, that the undersigned, or if applicable, the corporation the undersigned represents, has filed all state tax returns and has paid all state taxes required under law.

PROPOSER:

TEC, Inc.

Signature of Individual or Corporate Name

04-3573156Social Security Number
or Federal I.D. NumberJ. A. Bell
By: Corporate Officer (if applicable)



CLIENT AUTHORIZATION

New Contract

Project No.: _____

Amendment No.:

Date: September 5, 2019

Project Name: Main Street Traffic Evaluation and Preliminary Traffic Calming Plan, Amesbury, MA

Client:	Robert Desmarais Director of Public Works City of Amesbury 62 Friend Street Amesbury, MA 01913	Fee Proposal	
		Task 1	\$8,500.00
		Task 2	\$25,000.00
		TOTAL	\$33,500.00

Requested by: Client

Lump Sum Time & Expenses
 Cost + Fixed Fee Other

Scope of Services:

The City of Amesbury (Client) has retained TEC, Inc. (TEC) to provide traffic engineering services to examine the existing traffic flow patterns along Main Street/Evans Place between the Newburyport municipal boundary and Merrimac Street and along Merrimac Street/Beacon Street between Main Street and Route 150 and provide recommendations for a traffic calming plan for these roadways based upon recorded speeds and travel patterns.

Services to be performed are as outlined below:

Task 1 – Existing Traffic Volume Evaluation \$8,500.00

- Collect Automatic Traffic Recorder counts, including speed, volume and classification, for a 96-hour period capturing three weekdays and a Saturday at the following locations:
 - Evans Place, between Point Shore Drive and Crum Hill
 - Main Street, between Clark’s Road and Rocky Hill Road
 - Main Street, west of Rocky Hill Road
 - Merrimac Street, between Main Street and Beacon Street
 - Main Street, south of Kendricks Court
 - Rocky Hill Road, between Route 110 and Main Street
 - Clark’s Road, between Route 110 and Main Street
- Prepare a technical memorandum documenting the results of the traffic counts, detailing the volumes at each location on an hourly and daily basis and outlining any observable trends.

Task 2 – Preliminary Traffic Calming Plan \$25,000.00

The Preliminary Traffic Calming Plan will evaluate the following corridor: Evans Place between the Newburyport municipal boundary and Main Street, Main Street between Evans Place and Merrimac Street, Merrimac Street between Main Street and Beacon Street and Beacon Street between Merrimac Street and Route 150.

- Perform limited field work to confirm the traffic operations and physical geometry of roadways being utilized and identify existing pedestrian and bicycle accommodations, such as crosswalks and signage.
- Evaluate pedestrian accommodation options, such as additional crosswalks and protected median refuge island areas.
- Evaluate incorporating shoulders or bicycle lanes within the existing curb-to-curb width.
- Evaluate the potential for maintaining or providing additional on-street parking in designated areas with wide curb-to-curb widths to narrow lanes and slow vehicular traffic speeds.

- Evaluate the potential for all-way stop intersection control at up to three unsignalized intersections.
- Review the existing traffic volumes and speeds along the roadways to determine the appropriate traffic calming installations which may be implemented to slow vehicular traffic, increase safety for pedestrians and bicycles and ensure adequate access for emergency vehicles. Recommendations may include removal, addition and/or relocation of pedestrian crossings, ADA ramps, raised crosswalks, curb bumpouts, chicanes, or other traffic calming installations as deemed appropriate.
- Where physical improvements are proposed, TEC will prepare one graphical representation of the recommended traffic calming installations and associated signage on available aerial mapping. The traffic calming recommendations utilizing pavement markings only will be dimensioned on available aerial mapping sufficient for use by the Client's on-call pavement marking contractor.
- Attend one meeting with the City of Amesbury Staff to review the suggested traffic calming alternatives.

Additional services not listed above may be performed at the request of the Client and will be considered an amendment to this agreement.

Services will begin upon signed authorization of this agreement. TEC will invoice the Client monthly on a percent complete basis for the services performed.

This proposal is valid for a period of 45 days.

Project PM: EMO

Please execute this Client Authorization for TEC, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to TEC.

Subject to attached terms & conditions

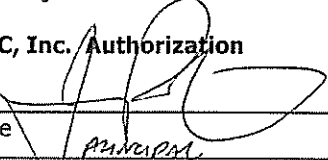
Subject to terms & conditions in our original agreement

TEC, Inc. Authorization

By

Title

Date


 MUNICIPAL
 9/5/17

Client Authorization

(Please sign original & return)

By

Title

Date



City of Amesbury
62 Friend Street
Amesbury, MA 01913

DPW/ Water/ Sewer

FY	PO NUMBER	Revision
2021	210643	0

Issue Date: 09/09/2020

PO DESCRIPTION: Main St traffic study

OPEN

ISSUED TO:

TEC, INC. - 3622
146 DASCOMB ROAD
ANDOVER, MA 01810

SHIP TO:

AMESBURY DPW
ADMINISTRATION
39 SOUTH HUNT ROAD
AMESBURY, MA 01913

BILL TO:

AMESBURY DPW
ADMINISTRATION
39 SOUTH HUNT ROAD
AMESBURY, MA 01913

OPEN

Item	Description	Qty	Unit Price	Cost
1	Main Street Traffic Study 350 8004 5001 04 Chapter 90 - Main Street Traffic Study	1.0	\$30,000.00	Item Total: \$30,000.00

OPEN

This order is exempt from Massachusetts Sales and Use Tax Exemption Number 046-001-067

TOTAL OF PURCHASE ORDER:

\$30,000.00

Active FY: 2021
Dept: DPW/ Water/ Sewer
Requisitioned by: Elissa Ford
Requisition #: 210632
Vendor #: 3622

APPROVED BY

Kassie Stone

Mayor