

CITY OF METHUEN
METHUEN HISTORIC DISTRICT COMMISSION
SEARLES BUILDING, SUITE 217
41 PLEASANT STREET
METHUEN, MA 01844
(978) 983-8560 / Fax (978) 983-8976

APPLICATION FOR CERTIFICATE

Please refer to the official Historic District Commission meeting schedule for meeting dates (typically held the fourth Thursday of every month) and their associated submission deadlines.

Please submit the following, to the Department of Economic and Community Development, 41 Pleasant Street, Suite 217 by the appropriate submission deadline:

- A **\$25.00 application fee** in the form of a check payable to "City of Methuen"

- **One original and ten (10) copies—ELEVEN (11) TOTAL** of:

- The completed application
- Secured to each copy of the application: Photographs, material and color samples, manufacturer's illustrations, plans and elevations, shop drawings, site or plot plan, and any other applicable exhibits needed to best inform Commissioners of your proposed actions.

Sign applications must include dimensions, accurate color samples (paint chips), materials, location, method of display, an image of the proposed sign at an appropriate scale in its proposed location, and an image of any existing signs. Note whether the sign is new or replaces an existing sign.

Applications will not be accepted if incomplete, missing copies, or with unpaid fees.

- If your application requires a public hearing (please inquire at the Department of Economic and Community Development), your application must also include:
 - A certified Historic District Commission abutter's list, obtained through Customer Service in Suite 119 or directly from the Assessor's office in Suite 103 (\$35.00 to City of Methuen).
 - Stamped envelopes, pre addressed to each of the abutters and the applicant. If the City of Methuen, 41 Pleasant Street is listed as an abutter, no stamp is required on the addressed envelope.

Applicants, or their representatives, are expected to be present at the meeting during which their application is discussed. Otherwise, the application is subject to removal from the agenda. Application decisions may require more than one meeting.

If any change in use of occupancy or location, or increase in square footage, height, or enclosed space (including garages) is proposed, certification that a **ZONING VARIANCE** has been issued by the Methuen Zoning Board of Appeals is required. The Commission will NOT hold a hearing on the Application before that certification is issued.

Name of Applicant/Contact: James Giusti

Site Location of Application: 51 Osgood st

Business Name (or N/A): Mill Falls Apartments

Applicant Mailing Address: 51 Osgood st

City, State, Zip: Methuen MA 01844

Telephone/Fax #'s: 617 719 6891 1

E-mail: J.Giusti@WingateCompanies.com

Check type of Certificate applying for:

CERTIFICATE OF APPROPRIATENESS for work described and exhibits filed.

CERTIFICATE OF NON-APPLICABILITY for the following reason(s):

- Not visible from public street, way, place or body of water
- Reconstruction similar to original following fire or other disaster
- Maintenance, repair, or replacement, using same design, materials, colors
- No architectural features involved
- Proposed work complies with guidelines
- Other

CERTIFICATE OF HARDSHIP, financial or otherwise described herein and not a substantial derogation from intent and purposes of law.

DESCRIPTION OF PROPOSED WORK. Proposed project and current site conditions:

1st Replace 2 existing Aluminum Framed entryway doorsystems at the main entrance. Doors & frames to match exting doors & frames in color and material. Existing door no longer function and cause a safety issue.

2nd Remove & Replace approximately 650 sq ft of concrete sidewalk in multiple location. New concrete to match existing.

3rd To Install 2 trash corals in the same location as the existing dumpster are now. Corals to have - Black metal chain link, vinyl slats to impair view of containers, one tenant gate, a main gate to allow pickup of the containers - see attached pictures.

Proposed Start Date: 11/1/2023 Proposed Completion Date: 11/30/2023

Name of Contractor: 2nd Frank F Giacrida, 1st Central Glass, 2nd

Contact Person: Patriot Fence.

Address: _____

City, State, Zip: _____

License #: _____

Telephone/Fax #'s: _____ 1 _____

E-mail: _____

Name of Architect: N/A

Contact Person: _____

Address: _____

City, State, Zip: _____

Mass. Reg. #: _____

Telephone/Fax #'s: _____ / _____

E-mail: _____

DOCUMENTATION ATTACHED:

- Photographs
- Materials and/or Color Samples
- Manufacturer's Illustration
- Plans and Elevations
- Shop Drawing(s)
- Site or Plot Plan
- Abutters List
- Stamped envelopes, pre-addressed to abutters
- Other

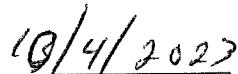
Failure to submit the appropriate materials, substantial information, and/or application fee will result in rejection of this application as incomplete.

CERTIFICATION:

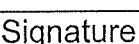
The applicant hereby certifies that this application is complete and accurate, to the best of his/her knowledge, and that no material misrepresentation is made herein.

Applicant(s):


Signature(s)


Date

Contractor:


Signature

Date

Mill Falls
51 Osgood St Methuen MA

All invited bidders are requested to submit pricing in accordance with the specifications and scope of work defined.

Scope

Install two chain link trash corals as per attached drawings and spec below

1. All post to be in concrete.
2. Chain link fabric to be 9 gauge with 2" diamond pattern 6' high.
3. Chain link fabric to be covered by aluminum slats , color to be picked by owner



7441.0009

219 WALNUT STREET
WEST BRIDGEWATER, MA 02379

P: 508.583.8950

F: 508.583.1559

WWW.CENTRALGLASSMA.COM



Site One Landscape

Supply Proposal.dox

November 9, 2022

PROPOSAL

General Contract/Owner:

Name: Wingate Management

Project:

Name: Replace interior and exterior main entrance units at Mill Falls

Address: 51 Osgood Street

Location: Same

Methuen, MA 01844

Phone (John) 978-683-0092

Phone:

Fax:

Fax:

Email: jfigueira@wingatecompanies.com

Email

We propose to furnish and install the following materials and labor as per the scope listed below and specifications as indicated.

Scope: Remove and install new main entrances (interior and exterior) at Mill Falls in Methuen

- a. The new doors, framing will be manufactured by Tubelite
- b. The exterior system framing will be dark bronze anodized (T14000)
- c. The interior system framing will be dark bronze anodized (E4500)
- d. The glass will be 1" SOLARBAN 60, tempered where required by code on the exterior units
- e. The glass will be 1/4" clear, tempered where required by code on interior units
- f. The door leaf will be narrow stile with 10" ADA bottom door rail
- g. The doors will have the following hardware per door
- h. (1) 83" continuous hinges
- i. (1) 1" diameter offset pull and (1) 1" diameter push bar
- j. (1) overhead surface applied door closer
- k. Interior doors to have a pair of mag locks installed
- l. The systems will be perimeter sealed with Dow Corning 795 sealant
- m. Glass to have a 5-year warranty against seal failure
- n. Labor will be covered by warranty for a period of 1 year



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- o. Shop drawings upon request after executing contract

EXCLUSIONS: Wiring of mag locks and keypad

ALTERNATE COLOR: Change to Tubelite stock green add \$2,442.00 to price

Total Cost for Materials and Labor: \$29,750.00

TERMS & QUALIFICATIONS:

This proposal is valid for ninety (90) days. Any indemnification and hold harmless responsibility by this subcontractor is limited to the extent caused by this subcontractor. Should you accept this proposal yet use your own contract form, it is understood that this proposal will be incorporated into the final (sub) contract and will supersede conflicting or unstated provisions in (sub) contract.

Finances:

50% deposit with signed proposal, and payment in full upon completion. Accounts with pre-approved open terms are to be paid within thirty (30) days of invoice date. Should Central Glass Co Inc. (hereinafter "Central Glass") fail to receive payment as required per the terms of this proposal, Central Glass reserves the right to stop all work within forty-eight (48) hours of issuing written notice. All permits, bonds, penalty clauses and MA Sales Tax are excluded from this proposal. Any alteration or deviation from the above specifications involving extra costs will not be executed without written orders and will become an extra charge over and above the original estimate. No work will be performed without written authorized purchase or change orders. We reserve the right to correct any clerical errors prior to acceptance.

Labor and Workmanship:

Installation based on Open Shop Labor and on Monday through Friday from 8:00AM to 4:30PM. All agreements are contingent upon strikes, accidents, or delays beyond the control of Central Glass. We accept no responsibility for delays not caused by Central Glass. Our work will be performed in accordance with a mutually agreed upon construction schedule for the entire project and any delay occasioned by failure to have the project ready to receive our work, unless caused by us, shall entitle us to additional compensation. All work will be completed in a workmanship manner according to standard practices. Includes a full one (1) year warranty on parts and labor. Central Glass standard warranty covers defects in material, of mechanical parts, and installation for a period as stated in the quotation. This warranty excluded issues of abuse, misuse, and situations occurring from acts of nature or vandalism. Warranted service calls are those occurring during normal business hours, as stated above. All warranty service calls received outside of business hours, including weekends and holidays observed by Central Glass, will be considered outside of the stated warranty and be scheduled for the next normal business day or, if dispatched, will be invoiced reflective of the rates established for emergency service call requests. All materials furnished by Central Glass are in accordance with the standard tolerances for variation of color, size, thickness, texture, finished and performance standards. Products provided are from standard manufacturers, unless specifically noted above in the scope description. Where any materials are intended to match existing, the products that we are proposing may not match exactly, unless specifically indicated above. When the scope of work includes painted or anodized finishes on different products and/or from different suppliers, there are inherent variations of the same finish. An exact match is not possible. Variables such as metal alloy, application process, production lines, paint batch, etc. all contribute to the inherent industry wide acceptance of variations. All electrified hardware provided will be dry wired for electrical wiring and hooked up by others.

By:

for Central Glass Co. Inc. Date: November 9, 2022

Project Manager/Estimator Mark A Dale



219 WALNUT STREET
WEST BRIDGEWATER, MA 02379

P: 508.583.8950
F: 508.583.1559
WWW.CENTRALGLASSMA.COM

If you accept the aforementioned Terms and Qualifications, please return a signed copy.

By: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Susan Tenore PHONE: (508) 583-5310 MAIL: (A/C No.): (600) 684-8078 E-MAIL: s.tenore@cushmaninsurance.com	
Cushman Insurance Group 1776 Main Street PO Box 3009 Brockton		INSURER(S) AFFORDED COVERAGE INSURER A: Arbella Protection Insurance Company INSURER B: Arbella Indemnity Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
MA 02304		NAIC # 41380 10017	
INSURED Central Glass Co., Inc. 219 Walnut Street West Bridgewater		MA 02379	

COVERAGES		CERTIFICATE NUMBER: CL2232108693		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LVR	TYPE OF INSURANCE	ADDITIONAL INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	8500024281	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREVIOUS (Ex occurrence) \$ 300,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	1020018848	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	4620083125	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
B	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A	4220050831	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Operations usual to the business of the insured					
Standard Mill Falls Owner LLC, and Wingete Management Company, LLC are included as additional insureds on General Liability, Automobile Liability and Excess Liability when required by written contract or agreement.						

CERTIFICATE HOLDER	CANCELLATION
Standard Mill Falls Owner LLC 51 Osgood Street Melhuian	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
MA 01844	AUTHORIZED REPRESENTATIVE

Precision Door & Window, Inc.

466 Sumner Street
Stoughton, MA 02072

Volce: (781) 344-6900
Fax: (781) 344-3312

QUOTATION

Quote Number: 6648
Quote Date: Nov 7, 2022
Page: 1

Job Location:

Quoted To:	WINGATE MANAGEMENT 1686 COMM AVE BRIGHTON, MA 02135
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51 Osgood St Mathuen, MA

Customer ID	Good Thru	Payment Terms	Sales Rep
wingate	12/7/22	C.O.D.	

Quantity	Item	Description	Unit Price	Amount
1.00		180.5 x 114 BRONZE ALUM STOREFRONT W/ TWIN 72 X 84 DOORS, OUTSWING, PUSH BARS INSIDE ON BOTH SLABS, WIRE PULLS OUT, NO LOCK, 1 INCH TEMP GLASS, ADA SILL, SWEEPS WEATHER STRIPPING, CLOSERS, MEDIUM STYLE INSTALLATION OF STORE FRONT WITHOUT PANICS	10,000.00	10,000.00
1.00	103	153.5 x 114 BRONZE ALUM STOREFRONT W/ TWIN 72 X 84 DOORS, OUTSWING, ELECTRIC PANIC BARS INSIDE ON BOTH SLABS, WIRE PULLS OUT, KEY LOCK ON ONE SLAB, 1/4 IN TEMP, ADA SILL, SWEEPS, WEATHER STRIPPING, CLOSERS, MEDIUM STYLE INSTALLATION OF STORE FRONT WITH ELECTRIC PANICS	3,000.00 12,200.00	3,000.00 12,200.00
1.00	103		4,000.00	4,000.00

Subtotal	29,200.00
Sales Tax	1,387.50
TOTAL	30,587.50

NORTHEAST GLASS WORKS, INC.

7 POWERS ST.

LEOMINSTER, MA 01453

Phone: 978-400-5316 Fax: 978-400-5771

Email: butch@northeastglas.com

PROPOSAL

DATE: 10/24/22

CUSTOMER:

Wingate Companies

ATTN: John Figuelra

Phone: 978-387-5740

Email: jfiguelra@wingatecompanies.com

LOCATION:

Mill Falls Apartments

51 Osgood St.

Methuen, MA 01844

JOB: Main Entrance Doors & Frames

	FURNISH MATERIALS AND LABOR TO INSTALL THE FOLLOWING:	AMOUNT
	Remove 2 pairs of existing Hartford green aluminum storefront doors, frames, sidelites, glass and hardware. Dispose. (2) New pairs 3'-0" X 7'-0" Medium style Hartford Green aluminum doors, frames, sidelites and transoms. Doors to have CVR panic devices (1 interior door to be electrified) 10" base rails, 3 butt hinges each door, Norton 1601 closers, thresholds, 10" ADA offset pull handles, (2) Mag locks on interior pair of doors. Base rails on sidelites to be 4-1/2" tall. Exterior glass to be 1" Low E tempered insulated units, interior glass to be 1/4" clear tempered. All wiring and hookup by others.	
	TOTAL COST INSTALLED:	\$34,956.00

All doors come with construction core cylinders unless noted in above proposal. All exterior and interior caulking excluded unless noted in above proposal.

EXCLUDES: Permits, Engineering, After Hours Labor, Carpentry, Final Cleaning, Painting, Demo, Dumpsters, Electrical, Design

Thank you for the opportunity to quote this project:

Butch Elliott
President

Customer Signature – approved as quoted above

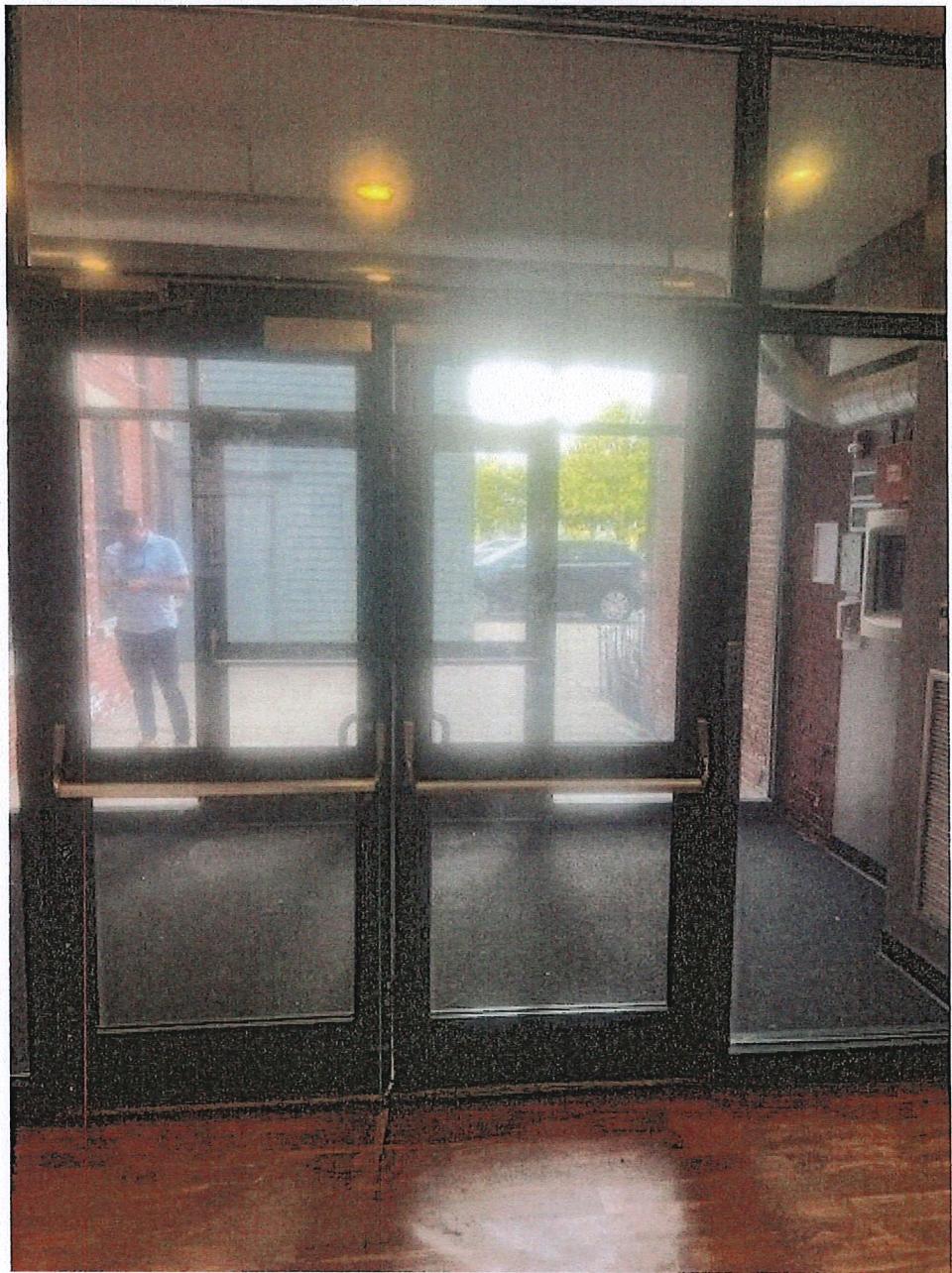
Print Name

Date

Signing this document states that you agree with the terms and conditions above.

THIS QUOTE IS ONLY VALID FOR 30 DAYS FROM DATE QUOTED











Frank E. Giuffrida
9 Beech St.
Windham, N.H. 03087
603-893-3316

Remodeling Proposal

Date: 9/11/23
Project: cement walkways

Mill Falls Apt.
Methuen, Ma.

Remove and replace the existing concrete walkway cubes as identified below
Concrete to be ready mix delivered by truck with a 5000 PSI strength to match existing
Will be responsible for making clean cuts to isolate each area being removed as not to
damage surrounding concrete walkways
Remove all debris and dispose of off-site
Replace concrete areas with 4" of structure fill compacted to prevent settling
All surfaces will have light broom finish to match existing walkways
All edges will be tooled to a finish edge
** also, wire mesh will be installed at all areas

Based on specifications square footage- There is approx. 650 Sq. Ft. to be demoed and replaced
Will do minor repairs if needed

LABOR AND MATERIAL- \$15500.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above the estimate. This is to include, but is not limited to, hidden damages that are uncovered during the course of the job and additional work required by local building inspectors.

All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. The estimate does not include material price increases, or additional labor and material which may be required should unforeseen problems arise after the work has started.

We Propose hereby to furnish labor-
complete in accordance with above
specifications for the sum
of:

Payment to be made as follows:
ON COMPLETION OF JOB



116 Perimeter Rd, Unit L
Nashua, NH. 03063



PROPOSAL

Thursday, August 31, 2023

*Mill Falls
51 Osgood St
Methuen, MA*

CONCRETE WORK:

**GMS DECORATIVE CONCRETE LLC, IS PLEASED TO FURNISH YOU WITH OUR PROPOSAL.
BELOW, YOU WILL FIND A SCOPE OF THE WORK WE WILL PERFORM**

SCOPE OF WORK:

1.1) The Contractor will Remove and Replace the existing Concrete Walkway Cubes as Identified in the Scope Sheet (Approx 640 S.F)

NOTE: Concrete Cuts Included, Controlled Joints Included, Tooled Edges Included, Removal of the Wood Forms Included - Removal of Spoils Included, Backfill Included, 4" Thick Gravel under Each Slab Included, Machine Work Included

640 S.F		
TOTAL SECTION AS LISTED.....	\$	25,600.00



****A fee of 3.4% will apply****

EXCLUSIONS/CLARIFICATIONS

- **Proposal subject to review in 30 days**
- **Proposal based on a 2023 Installation -subject to review if later installation date**
- **Final Proposal amount will be adjusted after Concrete Forms are Installed and Remeasured. Anything over Proposal amount will be added per square feet. No exceptions**
- **10% Down to be put on the schedule**
- **40% Down to start job**
- **50% Due Morning of Concrete Pour**
- **If your Concrete Date gets rained out, you will be scheduled the following week on the day you lost**
- **Removal of organic materials is based off 4-6" of Loam/Dirt. Anything, Deeper then 4-6" will require an additional charge for Disposal and Equipment time**
- **Animals going the bathroom on concrete decks, Stamped, or coatings will void all Warrenty, Repairs will be completed on a T&M Bases**
- **GMS Concrete is not responsible for any damage to existing Pool Plaster during Demo**
- **Any use of Ice Melt, Calcium, Etc. Will automatic void the warranty on any Stamp Concrete Jobs**
- **All permits required by others**
- **GMS Decorative Concrete, Is not responsible for anything unforeseen under Concrete, Pool ETC.**
- **Unless noted all subgrade establishment and preparation is by others**
- **GMS Decorative Concrete Cannot Guarantee against ground movement, Sink Holes, Cracks or any other natural related elements**
- **Any Grade Work not called out in a proposal will require a T&M Rate of \$150 Per Hr Plus Material or Disposal**
- **Material & Labor Warranty on all Work Including Concrete, Pavers, Deck Coatings is one Year from date of installation**

If you have any further questions, please feel free to contact me at your convenience.

Sincerely,

Paul White- Vice President

PAUL WHITE

VICE PRESIDENT

GMS DECORATIVE CONCRETE & HARDSCAPE

owner Signature

owner Signature

EDWARDS CONSTRUCTION CO.

WBE Certified General Contractor
Masonry Restoration and Waterproofing
Commercial Painting

John Figueira
Wingate Management Co. LLC
51 Osgood St.
Methuen, MA 01844

Job Site: Mill Falls Apartments
51 Osgood St. .
Methuen, MA 01844

RE: Remove/Replace existing concrete walkway cubes

Dear Mr. Figueira;

September 12, 2023

In accordance with your specifications and our walkthrough we will provide supervision, labor, equipment and materials to complete the project as follows:

- 1) Remove and dispose of damaged concrete flags at identified areas.
- 2) Contractor to make clean cuts to avoid damaging surrounding concrete walkways.
- 3) Contractor to install PVC sleeves as noted in specs.
- 4) Concrete shall be 5000 PSI and delivered on site.
- 5) Install 3/4" stone and power compact.
- 6) Form all locations to meet existing layouts.
- 7) Supply/Install wire mesh.
- 8) Pour and broom finish 4000 psi , 4 " thick concrete.
- 9) Return after curing time to strip all forms and patch imperfections
- 10) All concrete related debris will be disposed of off- site.

Total Cost \$ 25,635

Insurance Certificates are on file.

Sincerely yours,

Mark Routhier
General Manager
Edwards Construction

Mill Falls
51 Osgood St Methuen MA

All invited bidders are requested to submit pricing in accordance with the specifications and scope of work defined.

Scope

Remove and replace the existing concrete walkway cubes as identified below

- 1) Concrete to be ready mix delivered by truck with a 5000 PSI strength to match existing concrete
- 2) Contractor shall be responsible for making clean cuts to isolate each area being removed as not to damage surrounding concrete walkways
- 3) Contractor shall remove all debris and dispose of it of site in a legal dump site
- 4) Concrete areas to be replaced with 4" of structure fill compacted to prevent settling.
- 5) All surfaces to have a light broom finish to match existing walkways
- 6) All edges to be tooled to a finished edge

Areas to be replaced and identified during site walk

Front parking area

By front door

8'x 6' and 4'x 6

At HP ramp to the right of the front door, slope of walkway to match existing
4'x 4' and 4'x4'

End of walkway to the right of the front door

2'x 4' and 3'x 3'

Front paring lot apron,

The existing driveway trough drain to be reused and new concrete apron to be pitched to allow water to drain into trough drain. Install one 1" and one 1.5" pvc sleeve under apron prior to installing new concrete

4'x 37'

Old boiler building

At bottom of back steps

4'x 5'

At front of tenant doors

2'x 4'

Back parking area

Between storm drain and sewer drain cover

4'x 4'

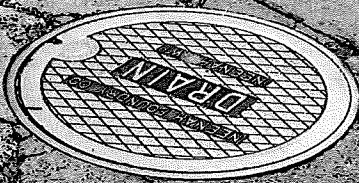
At front concrete apron

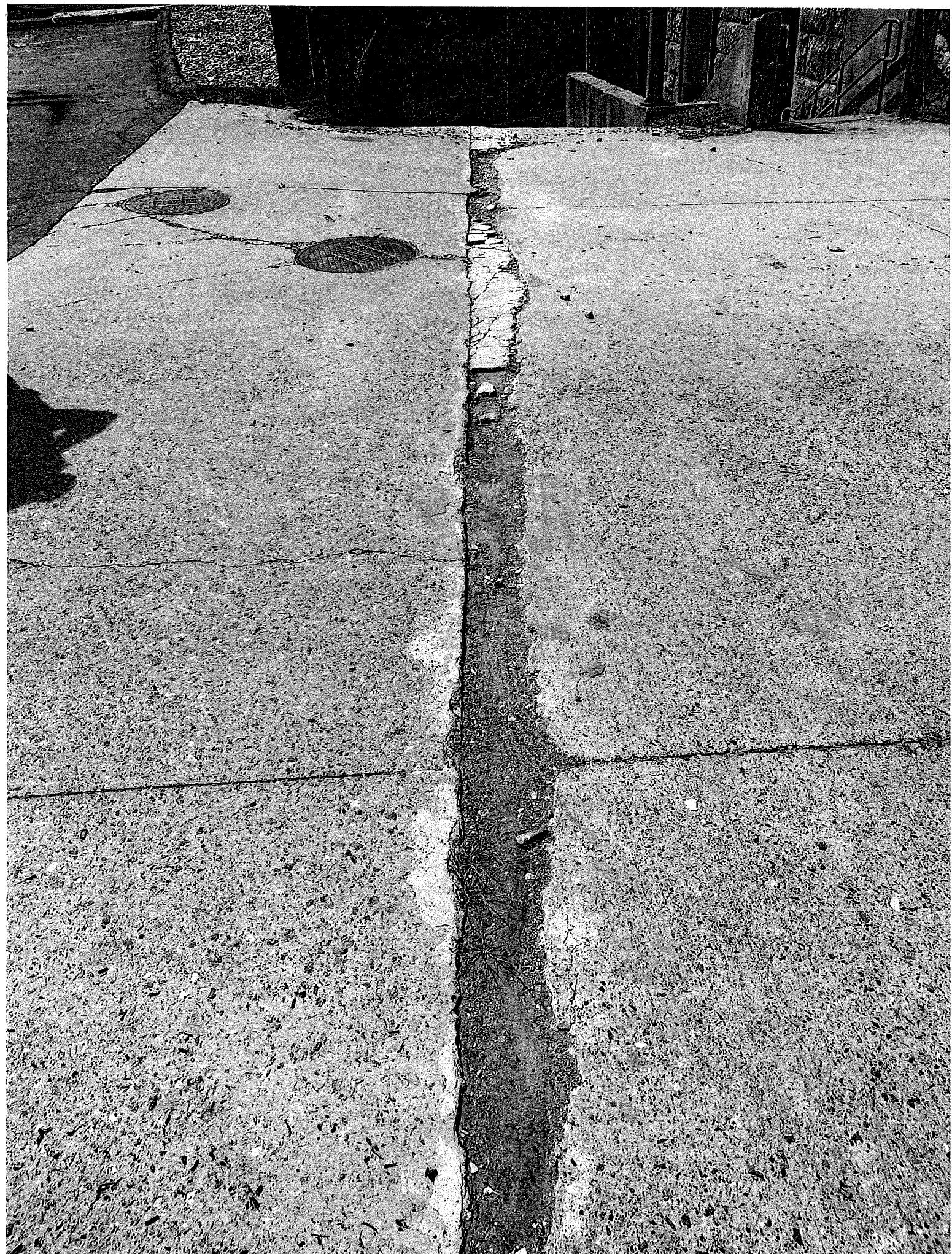
54'x 6'







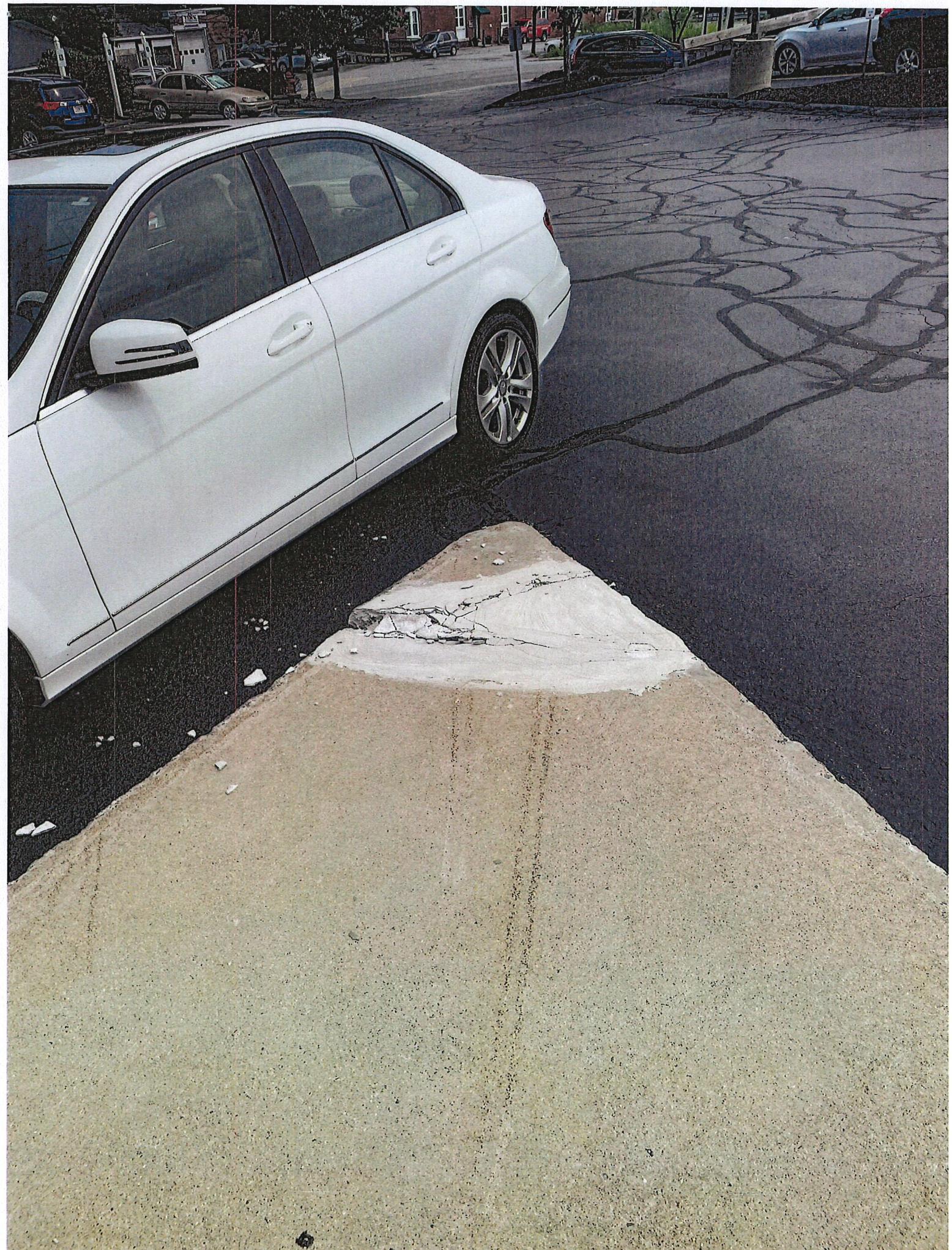




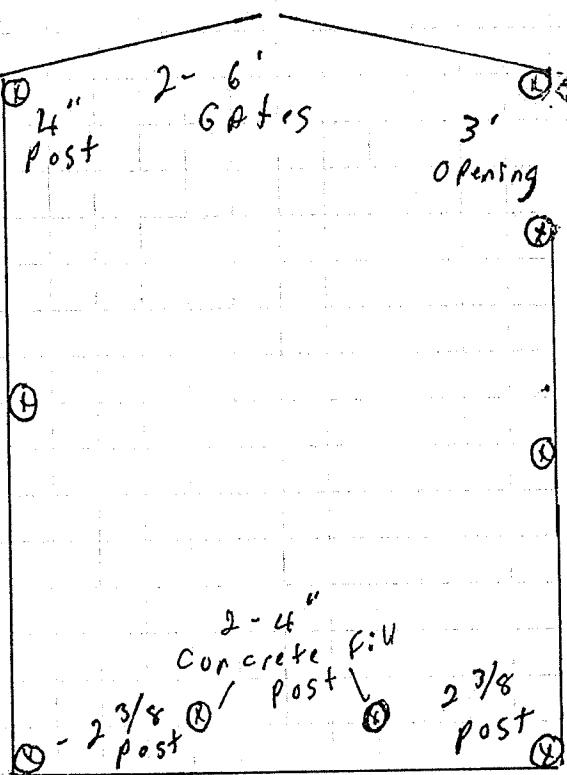
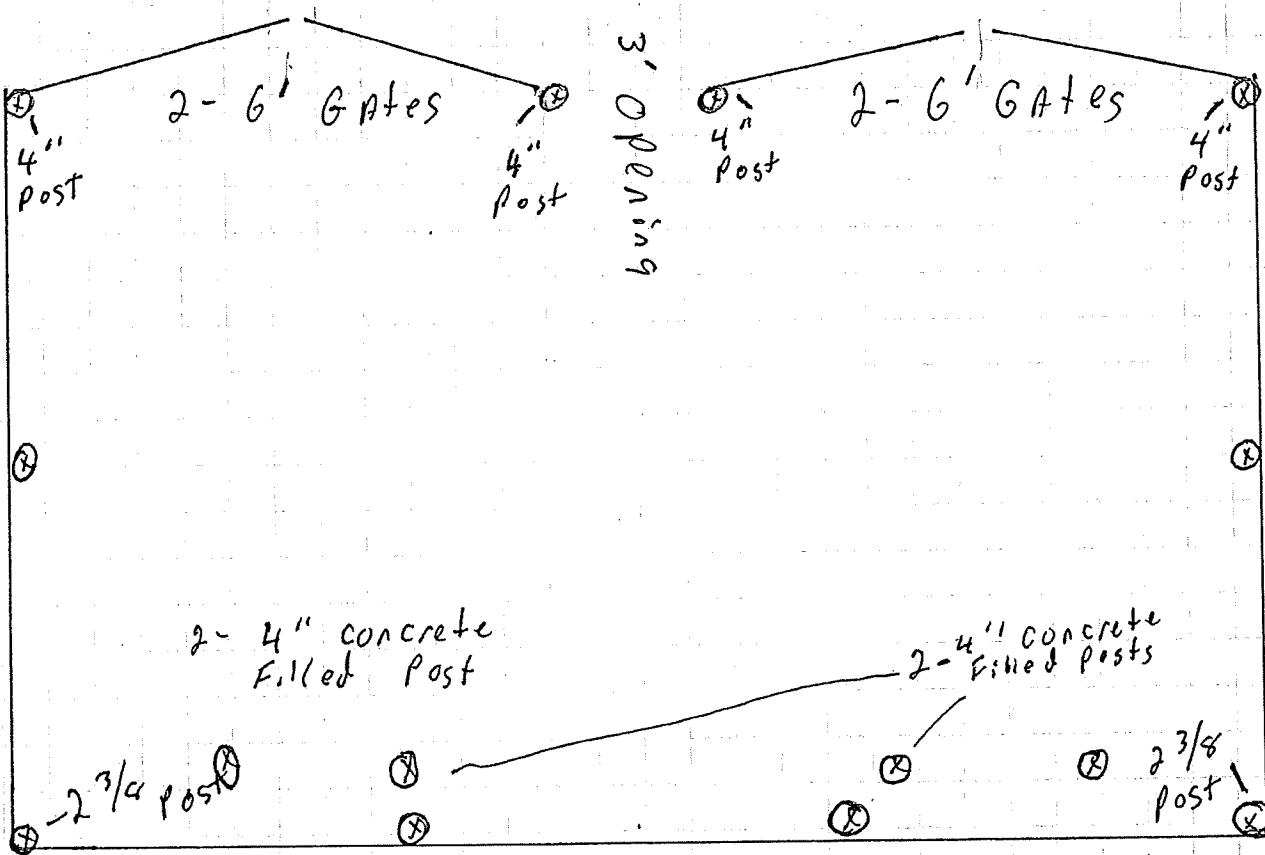














34 Endicott Street | Danvers, Massachusetts 01923
978-777-0023 | sales@patriotfence.com | patriotfence.com

RECIPIENT:

Mill Falls Apartments

51 Osgood Street
Methuen, Massachusetts 01844

Estimate #4529

Sent on

Aug 29, 2023

Total

\$18,255.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Trash Corral Galvanized Chain Link	Trash Corral 1 55 linear ft of -9 Guage wire with 2" diamond -Two 12ft wide double gates -4" Posts	1	\$18,255.00	\$18,255.00
	Trash Corral 2 37 linear ft of -9 Guage wire with 2" diamond -Two 12ft wide double gates -4" Posts -All posts cemented in concrete -Aluminum privacy slats throughout -Six 4" cement filled bollards			
				Not included
Wind screen option	same job with windscreen instead of aluminum privacy slats	1	\$17,555.00	\$17,555.00

A deposit of \$9,127.50 will be required to begin.

Total \$18,255.00

This estimate is valid for the next 30 days, after which values may be subject to change.

Signature: _____ Date: _____



PROPOSAL/CONTRACT

The American Fence Company llc

300 Brickstone Square Suite 201

Andover, MA 01810

(978)289-4225 FAX (978)289-4225

www.TheAmericanFenceCo.com

service@theamericanfenceco.com

QUOTATION:

DATE: 08/30/2023

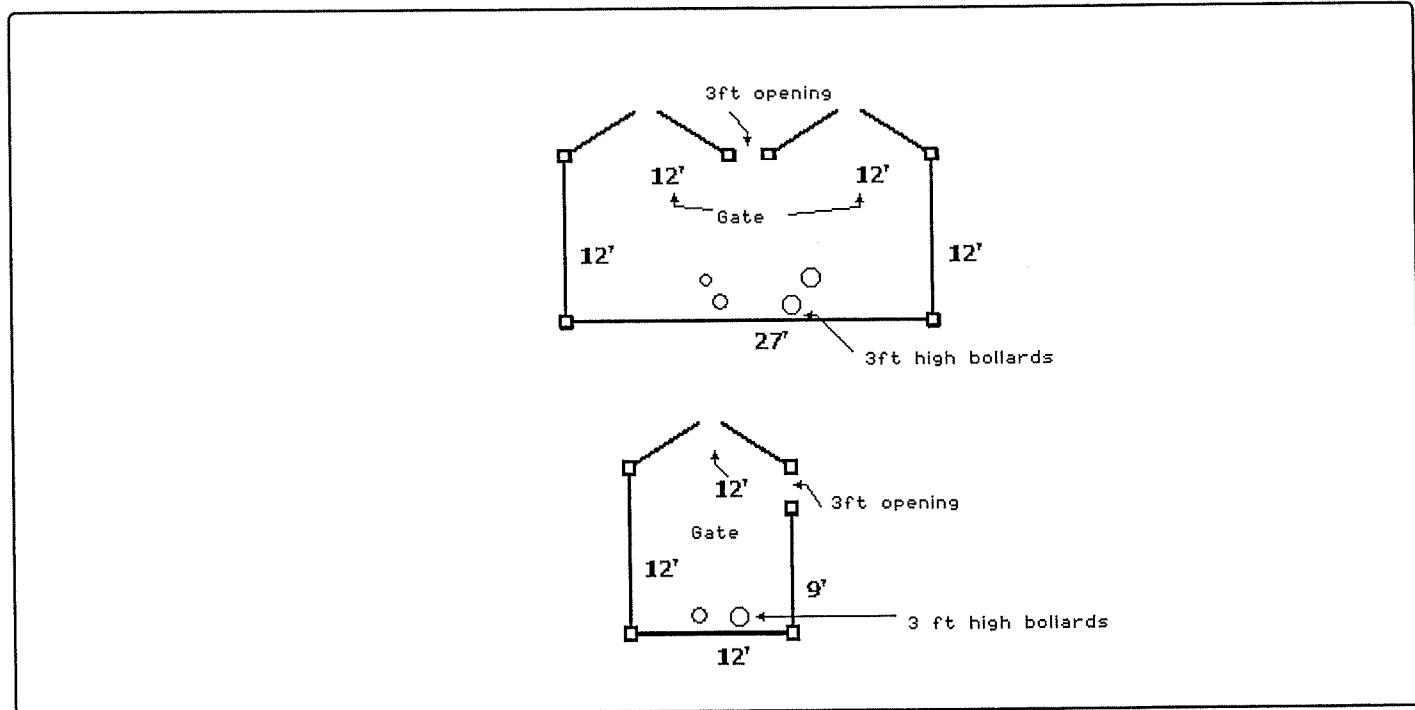
CUSTOMER:

JOB LOCATION:

John Figueira
jfigueira@wingatecompanies.com
978-387-5740
51 Osgood St
Methuen MA 01844

NOTES:

123' - 72" 11 GA GAW (2" Mesh) KK CHAIN-LINK FABRIC Fencing with 4 inch gate posts
2 Dumpster enclosures-1 27x 12 with 2 12 ft double gates
#2-12x12 with 1 12ft dopuble gate
also 6 bollards 3ft high galvinized cement filled
through Asphalt with mesh screens



Subtotal	\$ 13376.40
Tax	\$ 223.60
Grand Total	\$ 13600.00
Down Payment	\$ 5000.00
BALANCE DUE	\$ 8600.00

Approved & Accepted for Customer:

Customer

Date

Accepted for The American Fence Company llc:

Salesperson

Date

TERMS & CONDITIONS



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#1- The American Fence Company Inc (TAFC for further) agrees to guarantee above fence to be free from defects in materials and workmanship for three (3) years, except wood products. Wood is guaranteed to warp, split, crack or distress as it's a natural product. No Guarantee on wood products or services including painting/staining. Customer initials _____.

#1A-Payment terms: 50% Deposit will be required upon receipt of signed Agreement/Quote to order materials. Additional 25% deposit is require on First day of installation. Balance must be paid upon completion of final walk through and before gates are installed, if applicable. Customer initials _____.

#2-The American Fence Co. can advise customers as to local zoning regulations but permits fall on the Customer. It is the customers responsibility to obtain HOA approval and/or any required permits prior to The American Fence Co. arrival for installation. If TAFC installs a fence that is not permitted or approved by the governing HOA, the Customer takes full responsibility and holds TAFC harmless for all claims arising from questions of installed fence. Customer will defend TAFC and reimburse them of all costs in connection with any claim by anyone about the fence installation. Customer initials _____.

#3- There will be a \$100 charge for removing animal waste from ANY PORTION OF THE PROPERTY if the Customer neglects to remove before TAFC arrives for installation. Customer initials _____.

#4- Contractor will assume the responsibility for having underground utilities located and marked by Dig Safe. TAFC will not be responsible for damages to any private underground pipes, drains, wires, cables, foundations, sprinklers or anything of the type. Customer is to clearly mark any and all of the above PRIVATE utilities prior to TAFC arriving for installation. Customer agrees to release, indemnify, save harmless and defend TAFC from and against all liability, loss, damage and expense caused or occasioned thereby, except for gross negligence and willful misconduct. Customer initials _____.

#5- Customer agrees that TAFC will not be held responsible for restoration of any part of the Customers and/or neighboring landscapes to the Customer that is disturbed during installation. TAFC will not be required to remove, relocate or reform soil excavated from digging post holes during fence installation nor be held responsible for damage to trees, shrubs, sod, plants, flowers, etc. that may occur from or during the installation process. TAFC reserves the right to Auger Post holes with machine. Any and all dirt will be raked around post. Any special request for dirt will be additional charge and must be submitted in writing prior to start of job. Moving of dirt will be an additional charge to be determined on a job-by-job bases. If pins are needed for any post/holes there will be a \$100 charge per pin. Customer initials _____.

#6-Prior to any fence removal, Customer assumes full responsibility to gain permission from whomever is the owner of said fence and property that TAFC will be permitted to remove said fence and allowed access to the property for removal/installation. TAFC will not be held responsible in any way for rebuilding, replacing, or compensating for any fence removed if Customer fails to gain permission from owner prior to said fence being removed, this will solely fall upon the Customer. Customer initials _____.

#7-If cement bases are present on posts Tear down and haul off of existing fence to be replaced will have post cut off at ground level (leaving remainder of posts and concrete in ground) where post and concrete may or may not still be visible. If posts & concrete are to be completely dug up, removed and hauled off, there will be an additional charge \$100 per base which is not include in this price unless specifically noted in the Terms, Conditions, Specifications & Notes section of this agreement. Other option is posts can have cement bases cut off after removal and posts taken away by TAFC and concrete wil be left onsite for customer to deal with. Customer initials _____.

#8-If the Customer would like their fence and/or gate NOT to follow the topography of the existing ground/lay of the land, they must submit that request in writing, prior to the start of construction. Once construction has commenced, any changes, including shortening fence boards, will be at the Customer's expense. Any such request must be made in writing and must be approved by and executed by TAFC. Please note if following



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JOB LOCATION:

the topography/lay of the land, this may affect the look of the arch of gates as they will follow the topography/lay of the land also. Please ask TAFC representative for further information. If you feel this will affect your new fence/gate installation. Customer Initials _____.

#9- The Customer hereby warrants that the installation of any fence/material will be on Customer's property. The Customer hereby assumes full responsibility for the location of the line upon which said material is to be installed and agrees to DEFEND and hold TAFC and/or the contractor harmless for all claims arising from questions of survey of said property or location of said lines and from all claims from personal injury, property damage or trespass from or by means of the installation of said fence material. The Customer is solely responsible for locating property lines. TAFC does not survey your property. Customer will defend TAFC and reimburse them for any and all costs in the connection with any claim regarding the placement of the fence/material. If you do not know the exact location of your property lines and property corner pins, please contact a surveyor. Customer initials _____.

#10- Scheduling is contingent upon delays caused by weather, availability of materials and/or manpower. Customer initials _____.

#11- Notice: If Agreement is changed after the erection crew delivers the material or if undue delay is caused to TAFC when erection is suspended at the customer's request, there will be a \$150.00 per hour charge for time lost that day and a remobilization of \$975.00 to return. Customer initials _____.

#12-If finished side of fence is not free and clear of brush (3' wide x 9'high clearance) and brush clearing is not designated above in the Item, Description, Terms, Conditions, Specification's & Notes section above, there will be a \$150 per hour charge for clearing and/or loading of debris and will be left in the backyard. Any such debris will be disposed of/removed by Customer at Customer's expense unless otherwise agreed upon. If removal of said debris is desired, there will be an additional charge will be determined by the amount of debris to be hauled off. The cost to the customer will be no less than \$150.00 for removal plus per hour charges. Customer initials _____.

#13-Non-Refundable 50% Retainer Fee. It is acknowledged by the Customer that the non-refundable retainer fee or Deposit is required to order materials. The Customer acknowledges that the 50% fee is non-refundable because upon the signing of this Agreement, TAFC will begin scheduling the work, arranging for the delivery of equipment, and purchasing material, and taking other necessary steps to complete the work. Should Customer cancel the Agreement they own the materials and can hire another company to install and will be invoiced for any labor performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Customer initials _____.

#14-If Customer fails to pay an invoice upon completion of a job, TAFC may refer collection of the unpaid amount to an attorney or collections agency. TAFC will take any and all legal actions necessary to obtain payment. If Customer's unpaid invoice is referred to an attorney or collection agency, Customer shall pay all reasonable attorney's fees and/or collections agents fees plus 10% inconvenience fee of invoice total above and beyond attorney and collections agency fees to TAFC. Customer initials _____.

#15-If paying with a credit card there will be a 3% fee added, If paying with a check, there will be no fee added. Any returned checks will be deemed as nonpayment and will result in the same ramifications listed above in paragraph 14. Further, should a check bounce, Customer will be required to pay the sums owed by cash or money order. Customer initials _____.

#16-Customer grants TAFC or a representative thereof the irrevocable right and permission to disclose photographs and/or video recordings of work performed and use whatever form of device they desire to acquire said photographs and/or video recordings in connection with marketing and promotion of TAFC's website, other websites, publications, promotional flyers, educational material, derivative works, or for any other similar purpose without compensation to Customer. Customer initials _____.

#17-Customer agrees that this Agreement represents the full and entire agreement between the parties affecting the work contemplated herein,



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and no other verbal agreement or understanding of any nature concerning the same has been entered into between the parties. No modification of the Proposal will be binding upon TAFC unless in writing by way of Change Order and executed by an authorized representative of TAFC. Customer initials _____.

#18-TAFC reserves the right at any time to terminate or cancel this Agreement for any reason TAFC may see fit upon onsite disagreement between customer and contractor and will advise Customer of the same. Should TAFC terminate or cancel this Agreement, the Customer will receive a refund minus the amount spent on materials and services rendered. Customer will receive an invoice for materials, labor and services rendered upon termination/cancellation of this agreement by TAFC or Customer. Customer initials _____.

#19-This Agreement together with the attachments and addendums are made a part of this Agreement and constitute the entire agreement between TAFC and Customer. Customer Initials _____.

#20-Customer acknowledges that s/he has read the entirety of this agreement and agrees to the terms, conditions, attachments, and addendums contained herein and that this Agreement will become valid and fully enforceable upon signature thereof. Customer initials _____.

CUSTOMER INITIAL _____

SALESPERSON INITIAL _____



✉ 1089 Commonwealth Ave #292 Boston, MA 02215
HIC License 203886 & CSL 117468
✉ Brian@LoftyBuilt.com ☎ (508) 577-0109

LOFTY BUILDERS CONTRACT

To: Wingate Companies Date: October 2nd, 2023
Billing: 51 Osgood St,
Address: Methuen, MA, 01844 Email: Jfigueira@wingatecompanies.com
Attention: John Figueira Phone: 978-387-5740

PROJECT #	PROJECT ADDRESS
33946	51 Osgood St, Dumpster Corral Fencing Methuen, MA, 01844

OVERVIEW:

- Permits:
This proposal includes costs for obtaining permits as necessary for building, electrical, and plumbing.
- Demolition and Debris Removal:
The Contractor shall provide tools, equipment, and labor for demolition and debris removal. All items to be removed shall become the property of the Contractor and shall be properly and legally disposed of.
- Protection of Property and Occupants:
The Contractor shall work with the Owner prior to scheduling all work to arrange for worker parking, hours of work, and materials and debris storage location(s). The Contractor shall provide for all temporary dust control and protection of the Owner's property and equipment. The Owner shall provide all occupants notice regarding the execution of work, work schedules, requirements not to interfere with the Contractor's execution of the work, and restriction of occupant access to the Contractor's material storage, parking, and work areas. The Owner shall relocate any furnishings, personal belongings, or equipment from the contracted work areas as necessary.



Scope of Work & Project Deliverables

0010 - General Conditions	\$2,005.00
General Conditions	\$2,005.00
Provide general requirements for the completion of the scope of work at Mill falls.	
- Project management.	
- Contractors materials.	
- Material delivery.	
- Permitting.	
Excludes: Concrete work or paving	
6200 Carpentry	\$19,212.00
Dumpster Corral - Fencing materials and labor	\$19,212.00
Provide materials and labor for the construction of (2) dumpster corrals.	
Front parking lot:	
- Supply and install of (4) 4" posts for the front gates.	
- Supply and Install of (4) 4" concrete filled posts at the rear.	
- Supply and Install of (4) 2 3/8" posts installed at the sides and rear of the corral.	
- Supply and Install of Green privacy slat fencing.	
- Supply and Install of (2) 6' gates at the front to swing open for dumpsters to be emptied.	
Rear of building:	
- Supply and Install of (2) 4" posts in the front of the corral for gate.	
- Supply and Install of (4) 2 3/8" posts in the middle and at the rear corners.	
- Supply and Install of (2) 4" concrete filled posts at the rear of the corral.	
- Supply and Install of green slat privacy fencing.	
- Supply and Install of (1) 6' gate at the front of the corral.	
Excludes any other fencing or corral to be built at the site.	
Base Price	\$21,217.00

PAYMENT TERMS:

Initial payment due upon acceptance of this contract for special order materials and mobilization.	\$10,217.00
Progress payment due upon completion of the first corral.	\$7,000.00
Final payment due upon the date of the completion of work.	\$4,000.00

[Click here to check out financing options.](#)

THIS COST PROPOSAL IS VALID FOR 30 DAYS

ADDITIONAL REMARKS:

CHANGE ORDERS:

- Lofty Builders may present the Owner/Client with change orders for work requested that falls outside of the original scope of work. Requests that may require change orders can be defined as anything that deviates from the original scope of work, client-controlled scheduling, cost to produce work (including added labor & materials), and any changes in specifications of any materials.
- Change orders **MUST** be signed by the client **PRIOR TO** the start of the work. All employees are mandated to adhere to this policy in full.
- If the change order has not been signed, and the execution of the change order delays further progress on the project, Lofty Builders reserves the right to STOP WORK at anytime after 5-days notice, until necessary change orders are signed and approved by Owner/Client. Owner/Client timeliness and cooperation is expected; delays in excess of 10 days may be subject to change order for cost of maintaining site readiness.

PROGRESS PAYMENTS:

Progress payments are due upon receipt and must be paid within 5 business days. Lofty Builders reserves the right to STOP WORK at anytime after 5-days notice until payment is received.

MOBILIZATION:

Materials that are to be determined will need to be finalized and ordered before scheduling and mobilization.

CONFIDENTIALITY:

This contract is intended solely for the use of the addressee and may contain confidential and/or privileged information. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately and delete this contract.

YOUR SATISFACTION IS OUR PRIORITY

Our goal is to provide you with the best customer service experience by being respectful to you and your property. We will provide you with project updates and are available via phone, email, or text. We recognize that we are your guests and we look forward to working with you!

We, the undersigned, hereby certify that we have understood the terms of this proposal and agree to execute this as a contract agreement:

Signatures

[Click Here to Approve](#)

Client: John Figueira

Date

Builder: Jeanny Mai

Date



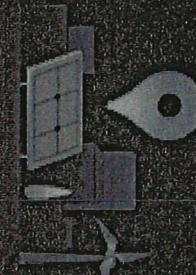
Trash cones

Google Earth

Welcome to the new Google Earth!

A new look, designed to speed up how you create and share.

This is your running list of projects. Create new ones, open existing ones from Drive, or import files from your computer.



+ New

