

## INTENT TO AWARD

C-26-63

**TO: J.J. PHELAN & SONS CO., INC.**  
120 Lumber Lane  
Tewksbury, MA 01876

**FOR: SOFTBALL DUGOUTS & INSTALLATION AT FRANCIS MORSE PARK**  
**(BURNHAM RD)**

**AMOUNT: \$84,000.00**

- |  |     |
|--|-----|
| 1. This award is based on competitive bids   | YES |
| 2. The above company was the lowest qualified bidder<br>They have the lights we requested.                       | YES |
| 3. Was this contract a result of a budget item?<br>a) If not, how will the money be raised? CIP                  | YES |
| 4. Was the bid process required by law?<br>a) If not, under what provisions of law will the contract be awarded? | YES |
| 5. Have all required specifications been complied with?  | YES |
| 6. Does the item require a service contract to guarantee proper performance?                                     | YES |
| 7. Are performance/bid bonds required and have they been provided?   | YES |
| 8. Are there any penalty clauses either for lack of delivery or performance or for failure to pay on time ?      | N/A |
| 9. Is this contract a Methuen business?  | NO  |
| 10. Are there sufficient funds to encumber the expenditure?  | YES |

Acct # CIP FY25 342-0-0000-000-090-00-0-505008-25001- Park Reno.

12/19/25  
Date

David P. Beauregard, Jr.  
David P. Beauregard, Jr., Mayor

**CITY OF METHUEN**  
**AGREEMENT**

THIS AGREEMENT made this 5<sup>th</sup> day of January in the year Two Thousand and Twenty Six, between **JJ Phelan & Son, CO., Inc.**, a corporation with a usual place of business at 120 Lumber Ln., Tewksbury, MA 01876, hereinafter called the CONTRACTOR, and the **City of Methuen**, acting by its Acting Mayor, with a usual place of business at 41 Pleasant Street, Methuen, MA 01844, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Bid for the Softball Dug Outs and Installation at the facilities at the Francis Morse Park, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement (Collectively, "Contract Documents").

2. Contract Price

The Owner shall pay the Contractor the sum of \$ 84,000.00 for the performance of this Agreement, subject to additions and deductions provided herein.

3. Commencement and Completion of Work and Liquidated Damages

Time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall substantially complete the work on or before April 3, 2026, and Final Completion including all punch list items by April 17, 2026

Definition of Term:

The Term "Substantial Completion" means the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended, subject to subsequent review of punch list items and other related matters for communication between the parties and correction by the Contractor.

A. Time as Essential Condition:

The commencement of and substantial completion of the work are essential conditions of this Agreement. Time is of the essence for each and every portion of the Contract



Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. The times for the completion of the work are reasonable, given the average climatic range and usual industrial conditions prevailing in the Owner's locality.

B. Progress and Completion:

Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated time period herein.

C. Liquidated Damages:

The Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the specified time herein. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial Completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$500.00 per day.

4. Performance of the Work

A. Direction of the Work:

The Contractor shall supervise and direct the Work, subject to ongoing periodic review and approval by the Owner, using the Contractor's best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

1) The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their respective agents and employees, and



other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

- 2) The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

#### C. Permits and Fees:

Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

#### D. Notices, Compliance with Laws:

- 1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations or lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate written modification signed by the Owner and the Contractor.
- (3) If the Contractor performs any Work which the Contractor knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto. The Contractor shall likewise indemnify, defend and hold the Owner harmless with respect to any claim, demand or suit arising from the Contractor's performance of work contrary to such laws, ordinances, rules or Regulations.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations, including but not limited to those relating to wages and workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

#### E. Project Superintendent:

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor. All communications given to the



superintendent shall be as binding as if given to the Contractor. Material communications shall be confirmed in writing by each party hereto. Other communications shall be confirmed on written request by either party hereto in each case.

F. Progress Schedule:

The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that the Contractor has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved in writing by the Owner. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property:

The Contractor shall at all times safeguard the Owner's property from injury or loss in connection with this Agreement. The Contractor shall at all times safeguard and protect the



Contractor's own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the Work area site and restore it to its original condition upon completion of the Work.

I. Quality of the Work:

The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire Work under the Agreement will satisfy all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make, at the Contractor's own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by the Contractor that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the Work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to indemnify, defend, and hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may make the repairs and replacements and the Contractor shall be liable to the Owner for the cost thereof.

J. Warranty:

The Contractor guarantees to Owner that all materials incorporated into the Work will be new unless otherwise specified or agreed in writing. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the Owner's full rights and benefits of such warranties.

K. Affirmative Action/Equal Employment Opportunity:

The Contractor is directed to comply with all applicable State and Local Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative Federal, action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

L. Site Information Not Guaranteed, Contractor's Investigation:

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed or warranted by the Owner.

The Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.



The Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the Work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as the Contractor deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

The Contractor shall not use or be entitled to use any of the information made available to the Contractor or obtained in any examination made by the Contractor in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

M. Project Architect or Engineer:

There is   X   or there is not        a project architect-engineer for this project who is **Huntress Associates, Inc.** Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided by law or by this Agreement, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

N. Wage Rates:

Prevailing Wage Rates as determined by the Department of Labor Standards under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. The Contractor shall provide the Owner with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents as if attached hereto and made a part hereof.



O. Payments to the Contractor:

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have thirty (30) days to make payment for:

- 1) The work performed during the preceding month.
- 2) The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location mutually agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- 3) Less the following retention items:
  - a) A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  - b) A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
  - c) A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- 4) After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
  - a) A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
  - b) A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, late payment interest pursuant to M.G.L. c. 29, Sec. 29C as established by the Office of the State Comptroller, indemnification



commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

P. Changes in the Work:

No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- 1) Unit bid prices previously approved.
- 2) An agreed lump sum.
- 3) The actual cost of:
  - a) Labor.
  - b) Materials entering permanently into the work.
  - c) The ownership or rental cost of construction equipment during the time of use on the extra work.
  - d) Power and consumable supplies for the operation of power equipment.
  - e) Wages to be paid.

Q. Claims for Additional Costs:

If the Contractor wishes to make a claim for an increase in the Contract Sum, the Contractor shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property.

No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Owner or otherwise, except as and to the extent expressly provided under G.L. c.30, §390 in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

R. Final Payment, Effect:

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

S. Contract Documents:

The Contract Documents consist of the following, together with this Agreement:

- Instructions to Bidders
- Bid Form
- Clerk's Certificate of Corporate Vote
- Non-Collusion Certificate
- Tax Compliance Certificate
- General Requirements
- Specifications and Addenda (no addenda)
- Contract Drawings (street list)
- Schedule for Prevailing Wages

T. Terms Required by Law:

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other regulations, local ordinances and federal laws bearing on the work, as though such terms were set forth in full herein.



#### U. Indemnification:

The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or the Contractor's employees, agents, subcontractors or representatives.

The Contractor further agrees that if the Owner or any of its agents or employees is designated as a defendant or a party in litigation as a result of any act or omission of said Contractor or its subcontractors, employees, servants or agents in the performance of this contract that Contractor shall defend said Owner, and provide for the defense of all claims and costs and expenses therefor, and to indemnify the Owner for any damages imposed or adjudged and all the attendant costs thereof.

#### V. Insurance:

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- 1) claims under workers' compensation, disability benefit and other applicable employee benefit acts;
- 2) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 3) claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 4) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- 5) claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.



The Insurance required by the above shall be written for not less than the following minimum limits of liability:

<u>Workmen's Compensation:</u>	<u>Statutory Requirements</u>
Employer's Liability:	\$1,000,000
<u>Comprehensive General Liability:</u>	
Each person/each occurrence:	<u>Bodily Injury</u> \$1,000,000
General Aggregate per project:	\$2,000,000 Or a Combined Single Limit of \$2,000,000
Each Occurrence:	<u>Property Damage</u> \$1,000,000
General Aggregate per project:	\$2,000,000 Or a Combined Single Limit of \$2,000,000
<u>Comprehensive Automobile Liability:</u>	
Each person/each occurrence:	<u>Bodily Injury</u> \$1,000,000 Or a Combined Single Limit of \$1,000,000
Each occurrence:	<u>Property Damage</u> \$1,000,000 Or a Combined Single Limit of \$1,000,000
Excess Liability (Umbrella):	\$1,000,000

The above insurance policies shall also be subjected to the following requirements:

- (a) Insurance coverage for the Contractors' Comprehensive General Liability, as specified under the foregoing paragraph and for the City Protective Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage to facilitate and expedite the settlement of claims.
- (b) Certificates of Insurance acceptable to the City shall be addressed to and filed with the City prior to commencement of the work. Renewal certificates shall be filed with the City at least ten (10) working hours prior to the expiration date of required policies.
- (c) No insurance coverage shall be subject to cancellation without thirty (30) Days prior written notice forwarded by registered or certified mail to the City. The City shall be notified of the attachment or any restrictive amendments to the policies.
- (d) All Certificates of Insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing in particular those



insured, the extent of the coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- (e) All premium costs shall be included in the Contractor's bid.
- (f) **The City shall be named as an additional insured on the Contractors' General Liability and Excess Umbrella Liability Insurance Policies.**

W. Notice:

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone, email, or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

X. Termination:

- 1) Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' written notice to the party in default and the failure within that time of said party to cure its default.
- 2) The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. If the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

Y. Miscellaneous:

- 1) Royalties and Patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify the Owner from loss or damages on account thereof, except that the Owner shall be responsible to the extent permitted by law, for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- 2) Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.



- 3) Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts, and any lawsuit arising under this Agreement shall only be brought or filed in a court of competent jurisdiction in the Commonwealth of Massachusetts.
- 4) By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 5) CONFLICT OF INTEREST. Consistent with Chapter 268A of the Massachusetts General Laws, the Contractor covenants that the Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by the Contractor.
- 6). Consummation of this contract requires the approval of the Mayor of Methuen and the Methuen City Council prior to engagement of services or supply.

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**CITY OF METHUEN  
STEEL CANTILEVER SOFTBALL DUGOUTS  
PRICE SHEET**

The undersigned hereby certifies that he is able to furnish the supply that can work in harmony with the City of Methuen. It is mutually agreed that the proposed contractor is an independent contractor.

The following price/prices will be for Two Steel Cantilever Dugouts or equivalent  
(City will deem if product is equivalent to what is being requested. Vendor may be required to demonstrate the equivalence).

Quantity <u>2</u> =	10' X 32' Steel Cantilever Softball Dugouts	\$ <u>45,000</u>
Quantity <u>1</u> =	Installation of Cantilever Softball Dugouts	\$ <u>39,000</u>
Total:		\$ <u>84,000</u>

ADDENDA # \_\_\_\_\_

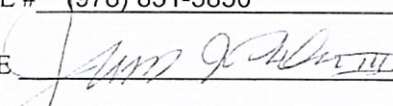
Additional information: (optional)

\_\_\_\_\_

CONTRACTOR J.J. PHELAN & SON CO., INC.

ADDRESS 120 LUMBER LANE TEWKSBURY, MA 01876

TELEPHONE # (978) 851-5850

SIGNATURE 

PRINT NAME JOSEPH J. PHELAN III, PRESIDENT

DATE 12/2/25

EMAIL: OFFICE@JJPHELAN.COM  
JPHELAN@JJPHELAN.COM

\*to be sent in\*



# BID BOND

## Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

**CONTRACTOR:**

(Name, legal status and address)

J.J. Phelan & Son Co., Inc.  
120 Lumber Lane  
Tewksbury, MA 01876

**SURETY:**

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corp.  
1200 Main St., Suite 800  
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

City of Methuen  
Methuen, MA 01844

**BOND AMOUNT:** \$ Five Percent of the Attached bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

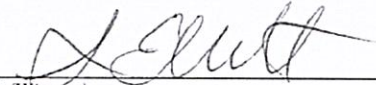
Softball Dug Outs and Installation

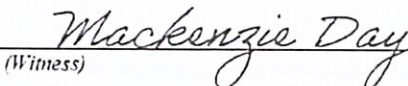
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of December, 2025

  
(Witness)

  
(Witness)

J.J. Phelan & Son Co., Inc.

(Principal)

(Seal)

  
(Title) JOSEPH J. PHELAN III, PRESIDENT

Swiss Re Corporate Solutions America Insurance Corp.

(Surety)

(Seal)

  
(Title) Adam W. DeSanctis, Attorney-in-Fact





## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAMES J. AXON, PAUL A. PATALANO, ADAM W. DESANTIS, MICHAEL T. GILBERT, CHRISTINE B. GALLAGHER, BRYAN F. JUWA, DAVID A. BOUTIETTE,  
REBECCA SHANLEY, JONATHAN E. DUGGAN, LINDSAY A. RAFFAEL, JORDAN J. TIRONE, RYAN M. MOSES, BRIAN R. KRAFT, SAMANTHA DERENZO AND ELIZA MOROG

### JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

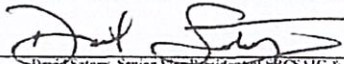
ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

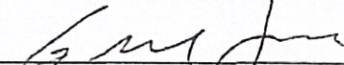
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding on the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
David Satory, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC

By   
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

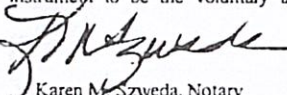
this 4TH day of JUNE, 20 2025

State of Illinois  
County of Cook



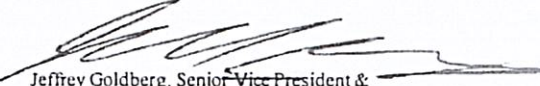
Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 4TH day of JUNE, 20 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies

  
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.  
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of December 2025



  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC

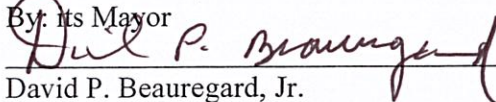


IN WITNESS WHEREOF, the said Contractor and Owner acting by and through their respective authorized representatives, have executed this contract on the day and year first above written.

**CITY OF METHUEN, MASSACHUSETTS**

(Owner)

By: its Mayor

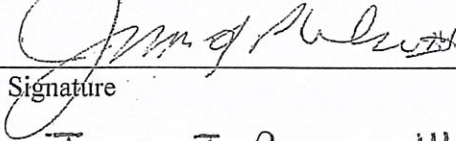
  
\_\_\_\_\_

David P. Beauregard, Jr.

**CONTRACTOR: J.J. Phelan & Son CO., Inc.** \_\_\_\_\_

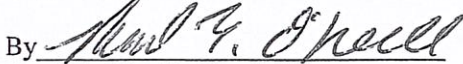
By: \_\_\_\_\_

Signature

  
\_\_\_\_\_

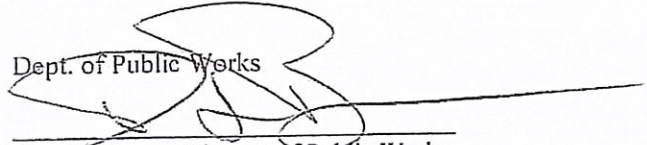
JOSEPH J. PHELAN III, PRESIDENT  
Print name and title

Approved as to Form:

By:   
\_\_\_\_\_

Paul T. O'Neill, City Solicitor

Dept. of Public Works

  
\_\_\_\_\_

Patrick Bower, Director of Public Works

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Mayor has been authorized to execute the contract and approve all requisitions and change orders.

By: \_\_\_\_\_

Maggie Duprey, C.A.F.O.

Acct: 342-0-0000-000-090-00-0-505008-25001- Park Renovations


**CLERK CERTIFICATE**  
(Must be filled out if a Corporation)  
**AUTHORIZATION TO SIGN CONTRACT**

1. I hereby certify that I am the Clerk/Secretary of J.J. PHELAN & SON CO., INC.  
(insert full name of Corporation)
2. corporation, and that JOSEPH J. PHELAN III  
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected PRESIDENT  
(insert the title of the officer in line 2)
4. of said corporation, and that on 12/2/2025  
(insert a date that is ON OR BEFORE the date the officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. JOSEPH J. PHELAN III the PRESIDENT  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST:  AFFIX CORPORATE  
SEAL HERE  
(Signature of Clerk or Secretary)\*
7. Name: SUSAN J. PHELAN, SECRETARY  
(Please print or type name in line 6)\*
8. Date: 12/15/2025  
(insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

\*\* If you do not have a seal please type or write "NONE"



CERTIFICATIONS REQUIRED BY LAW  
FOR PUBLIC CONSTRUCTION CONTRACTS

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to my best 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.

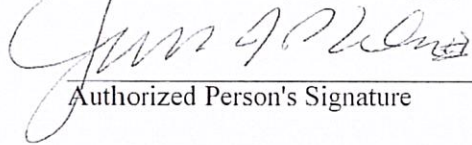
NON-COLLUSION

The undersigned certifies under the 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.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor 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.

COMPLETE AND SIGN BELOW:

  
Authorized Person's Signature

12/15/2025  
Date

JOSEPH J. PHELAN III, PRESIDENT  
Print Name & Title of Signatory

J. J. PHELAN & SON CO., INC.  
Name of Contractor

04-2908182  
Tax ID Number

## OSHA COMPLIANCE CERTIFICATION

Any person submitting a bid for, signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any building or public works project undertaken by a public awarding authority in Massachusetts and estimated to cost more than \$10,000 must certify on the bid or contract, under penalties of perjury, as follows:

1. That the bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work
2. 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
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. (MGL. c. 30, Section 39S (a))

Pursuant to M.G.L. c. 30, Section 39M and M.G.L. c. 149, I certify under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with the OSHA requirements as stated above.

Company Name J. J. PHELAN & SON CO., INC.

Authorized Signatory 

Date 12/15/2025

Print Name JOSEPH J. PHELAN III, PRESIDENT



Bond# 2372975

**LABOR AND MATERIAL PAYMENT BOND**  
**MASSACHUSETTS PUBLIC WORK**

KNOW ALL MEN BY THESE PRESENTS, that we

J.J. Phelan & Son Co., Inc.

a Corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at 120 Lumber Lane, Tewksbury, MA 01876 as Principal and Swiss Re Corporate Solutions America Insurance Corp.

1200 Main St., Suite 800, Kansas City, MO 64105 a corporation qualified to do business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto City of Methuen

41 Pleasant Street, Methuen, MA 01844 ("Obligee"), in the sum of Forty Two Thousand & no/100ths Dollars (\$42,000.00) lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has made a contract with the Obligee bearing the date of for Softball Dug Outs at Francis Morse Park

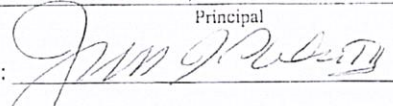
which Contract is attached hereto and, together with all of the Contract Documents referred to therein is, incorporated herein by this reference and is referred to herein as the Contract.

NOW THE CONDITION of this obligation is such that is the Principal shall pay for all labor performed or furnished and for all materials used or employed in the Contract and in any and all duly organized modifications, alterations, extensions of time, changes or additions to the Contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A as amended, and Chapter 149, Section 29, as amended, which provisions are hereby incorporated in this bond, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

In witness whereof we hereunto set our hands and seals this 15<sup>TH</sup> day of DECEMBER, 2025

J.J. Phelan & Son Co., Inc.

Principal

By:  (Seal)

JOSEPH J. PHELAN III, PRESIDENT  
Title

Swiss Re Corporate Solutions America Insurance Corp.

Surety

By:  (Seal)  
Adam W. DeSanctis, Attorney-in-Fact

Surety Agent: Acrisure New England Partners Insurance Services, LLC  
Address: 100 Unicorn Park Dr., Woburn, MA 01801  
Telephone: 781-935-8480



## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

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JAMES J. AXON, PAUL A. PATALANO, ADAM W. DESANCTIS, MICHAEL T. GILBERT, CHRISTINE B. GALLAGHER, BRYAN F. JUWA, DAVID A. BOUTIETTE,  
REBECCA SHANLEY, JONATHAN E. DUGGAN, LINDSAY A. RAFFAEL, JORDAN J. TIRONE, RYAN M. MOSES, BRIAN R. KRAFT, SAMANTHA DERENZO AND ELIZA MOROG

### JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 4TH day of JUNE 20 2025

State of Illinois  
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 4TH day of JUNE 20 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda  
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.  
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC





JJPHLA-01

RSHANLEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/11/2025

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 Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford, CT 06492	CONTACT NAME: Kimberly Wood PHONE (A/C, No, Ext): (781) 569-0149 E-MAIL: kiwood@acrisure.com ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: Federal Insurance Company		20281
INSURER C: ACE Property & Casualty Insurance Company		20699
INSURER D: Westchester Surplus Lines Insurance Company		10172
INSURER E:		
INSURER F:		

INSURED  
  
J.J. Phelan & Son Co., Inc.  
120 Lumber Lane  
Tewksbury, MA 01876

## COVERAGES

CERTIFICATE NUMBER:

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 LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	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 <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT LOC OTHER:		G48840784001	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY Broad Poll <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY MCS-90		73654991	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	G4884103A001	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	71844972	9/1/2025	9/1/2026	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution		G74319932002	5/7/2025	5/7/2026	Aggregate \$ 3,000,000
D	Pollution		G74319932002	5/7/2025	5/7/2026	Each Incident \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROJECT: Softball Dugouts at Francis Morse Park. Additional Insured as respects GL: City of Methuen

## CERTIFICATE HOLDER

## CANCELLATION

City of Methuen  
41 Pleasant Street  
Methuen, MA 01844

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Softball Sugouts

CITY CLERKS OFFICE  
METHUEN, MA

INSTALLATION OF ~~OUTDOOR FITNESS EQUIPMENT~~

Bid Opening :Wednesday, Dec. 2, 2025 @11:00AM

Bidder/Vendor	Tel. #	BidBond 5%	Ref.	pgs.9 to 12	Addena	OSHA	Total Price pg. 8
Belk's Landscape 133 Lawrence Rd. Salem, NH 03079	603-458- 1421	✓	✓	✓	—	✓	\$ 90,000 —
Kneeland Const. Corp 407R Myrtle Ave Salem, NH 03079	781-393- 9899	✓	✓	✓	—	✓	\$ 96,000 —
JJ Phelan 120 Lumber Lane Tewksbury, MA 01876	978-951- 5850	✓	✓	✓	—	✓	\$ 84,000 —

This document is a complete & accurate list of the bids opened in the witnesses' presence as submitted, by each vendor. This certification is provided under the pains and penalties of perjury, and is attested as witnessed below.

OPENED BY: Laurie J. Cuthbert DATE: 12/2/25

WITNESSES: Barbara N. Clark



**Antonacci, Lauri Louise**

---

**From:** North of Boston <noreply@wave2adportal.com>  
**Sent:** Wednesday, November 12, 2025 9:34 AM  
**To:** Antonacci, Lauri Louise  
**Cc:** cmacdonald@northofboston.com  
**Subject:** Thank you for placing your order with us.

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

**THANK YOU for your notice submission!**

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

**Job Details**

Order Number:  
**W0139238**  
Business Type:  
All Other Public Notices  
Notice Size:  
Public Notices  
Notice Estimate:  
\$497.35  
Referral Code:  
IFB Softball Dugouts

**Account Details**

Methuen Purchasing  
41 PLEASANT ST RM 311  
METHUEN, MA 01844  
978-983-8535  
llantonacci@ci.methuen.ma.us  
METHUEN PURCHASING

**Schedule for notice number W01392380**

Thu Nov 13, 2025  
**The Eagle-Tribune Public Notices**  
*All Zones*

**CITY OF METHUEN,  
MASSACHUSETTS  
INVITATION FOR BID  
FOR  
SOFTBALL DUGOUTS AND  
INSTALLATION**

The City of Methuen's Department of Public Works, Parks and Recreation Division are seeking bids from qualified vendors for the purchase of two (2) softball dugouts, and installation. Specifications and bid forms may be obtained on or after **November 12, 2025** via download [www.methuen.gov/purchasing](http://www.methuen.gov/purchasing). All potential bidders must be registered as a plan holder through this link.

All bids must be made out in Duplicate, **either typed or printed in ink**. The bids must be filled out and signed as directed therein, sealed in an envelope plainly marked "SOFTBALL DUGOUTS AND INSTALLATION" addressed to the Office of the City Clerk, Searles Building, 41 Pleasant Street, Reception Tunnel, Methuen, MA 01844, and endorsed with the name, address, and phone number of bidder. Sealed Bids must be received by the City Clerk no later than **Tuesday, December 2, 2025 at 11:00 A.M.** local time.

All questions must be submitted no later than **12:00 PM on Wednesday, November 19, 2025**. An addendum of responses to questions will be emailed to all plan holders on file by **the end of the day on Thursday, November 20, 2025**.

No Bid will be considered which is not accompanied by a certified or cashier's check or bid bond in the amount of five percent (5%) of the total bid, payable to the "City of Methuen". This bid deposit will become the property of the City if the successful bidder fails to execute the contract.

Bids filled out and left with the deposit as above directed, and no other, will be opened at Methuen City Hall on the 3rd floor (Great Hall), 41 Pleasant Street, Methuen, MA 01844 on Tuesday, December 2, 2025 @11:00 AM. The City of Methuen reserves the right to reject any and all bids or to waive any informality in the bidding if it is deemed to be in the best interest for the City to do so.

No Bid may be withdrawn within thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

The bidding and award of this Contract will be under the provisions of M.G.L. Chapter 30, 309M.  
ET - Publication Dates

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*This is an automated message, please do not reply to this e-mail. If you have any questions or concerns you may contact us toll-free at 800-681-6248.*



SOFTBALL DUG OUTS PURCHASE AND INSTALLATION AS OF 12/2/2025

Submission Date	Company Name	Contact Name	Phone Number	Email Address	City	State
11/12/2025 12:27	Triple Construction LLC	Jennifer Poles	603-546-1082	jpoles@triple-construction.com	Merrimack	NH
11/12/2025 14:59	Desmond Landscape	Dan	6034899728	dlc.ddesmondjr@gmail.com	Andover	MA
11/12/2025 15:31	BSN SPORTS, LLC	Chris Bloomfield	8005277510	bsnbid@bsnsports.com	Dallas	Texas
11/12/2025 18:14	A & R construction Inc	Roger Tremblay	9783754849	arconinc@comcast.net	Beverly ma	MA
11/12/2025 20:43	dhdsf	dhdsfd	6987541265	sgsdg@gmail.com	igihj	CA
11/13/2025 1:38	Dodge Data & Analytics	Adam Bouman	8003936343	dodge.bidding@construction.com	Hamilton Township	NJ
11/13/2025 3:54	BidNet	Dwight A Anderson	8006771997	gbs@bidnet.com	Latham	NY
11/13/2025 5:43	45jyguvu	6y75f67t67t	0	safijuyhsdujy@gmail.com	ftyftyftyf	f65frf5fr
11/13/2025 7:42	Belko Landscaping, LLC	Tara Burns	6034581421	tara@belkolandscaping.com	Salem	New Hampshire
11/13/2025 7:55	PWXPress	mary mary miller	4086768941	bids@pwxpress.com	Jacksonville	FL
11/13/2025 8:14	R.A.D. Sports	Robert Delmonico	7818714400	bids@radsports.com	Rockland	MA
11/13/2025 9:15	Dugouts USA	Bill Ragan	3525277500	billragan79@outlook.com	Crystal River	FL
11/13/2025 9:55	PWXPress	Mary Miller	4086768941	bids@pwxpress.com	Jacksonville	Florida
11/13/2025 11:21	Dodge Construction Network	Alex Gugliada	8443263826	alex.gugliada@construction.com	Grand Prairie	TX
11/13/2025 11:55	Dugouts USA	Jonathan Taylor	3525277500	jt30491@gmail.com	crystal river	fl
11/13/2025 16:27	ConstructConnect	Sarah Torres	5134588583	Sarah.Torres@constructconnect.com	Cincinnati	OH
11/13/2025 17:07	Landscaping by J Michael	Estimator Estimator	781-834-5700	estimator@landscapingbymichael.com	Marshfield	Massachusetts
11/13/2025 19:28	T4 Construction, LLC	Jesse Tremblay	978-423-7963	erin.nuttert4@gmail.com	Salem	MA
11/14/2025 11:06	Stadium System	Mike Ciotti	2034643620	construction@Stadium-System.com	Canaan	CT
11/14/2025 11:16	Michael Stubbs	Michael Stubbs	8003642052	content@constructconnect.com	Cincinnati	Ohio
11/14/2025 12:22	Bevilacqua Builds	Thomas Geary	6032657031	tong@bevivbuilds.com	Haverhill	Massachusetts
11/14/2025 13:42	Desmond Landscape Contractors	Dan Desmond	9788378110	ddesm62@aol.com	North Andover	MA
11/15/2025 2:32	constructconnect	Michael Stubbs	8003642059	content@constructconnect.com	30 Technology PKWY. S, Suite 100	Georgia
11/17/2025 10:44	Projectdog, Inc.	Project Leads Manager	9784999014	addenda@projectdog.com	Newburyport	MA
11/17/2025 15:00	Raffaele Construction	Gerardo Raffaele	7815985989	raffaelecorp@gmail.com	Lynn	MA
11/17/2025 19:04	DeMelo Construction Services Corp	Alex Da Rocha	5086638348	demeloconstruction@hotmail.com	Whitman	Massachusetts
11/17/2025 23:34	PAINE CREEK DEVELOPMENT	Michael Teheen	9788366969	mteheen@gmail.com	Ipswich	Massachusetts
11/18/2025 10:42	ConstructConnect	Joan Bassett	9057525449	joan.bassett@constructconnect.com	Cincinnati	Ohio
11/18/2025 13:03	Kneeland Construction Company	Carl Dumas	7813939899	mail@kneelandconstruction.com	Medford	MA
11/18/2025 14:42	constructconnect	Jon dlitter	5134585951	jonathan.dlitter@constructconnect.com	cincinnati	Ohio
11/18/2025 15:43	ConstructConnect	Sarah Torres	5134588583	Sarah.Torres@constructconnect.com	Cincinnati	OH
11/20/2025 6:23	Delttek	Source Management	8004562009	sourcemanagement@delttek.com	Herndon	VA
11/24/2025 1:24	Niesen Solutions Pvt Ltd	Piyush Bagad	7498466741	PBagad@jphelan.com	Boston	MA
11/24/2025 1:26	Niesen Solutions Pvt Ltd	Piyush Bagad	7498466741	PBagad@jphelan.com	Boston	MA
11/24/2025 1:27	NSPL	Piyush	7498466741	PBagad@jphelan.com	Boston	MA
11/24/2025 10:30	J.J. Phelan and Son	Joe Phelan	9788515850	office@jphelan.com	Tewksbury	MA
11/25/2025 1:00	Raju LTD.	Rajubhai	8796598457	rajubhai82@gmail.com	Tondat shengdana	Maharashtra
11/26/2025 9:11	Dodge Construction Network	Mharnee Abela	8443263826	mharnee.abela@construction.com	HAMILTON	NJ
11/27/2025 7:58	Dodge Data & Analytics	brandi flanagan	8175278232	brandi.flanagan@construction.com	Arlington	TX
12/1/2025 9:37	Kneeland Construction Company	Carl Dumas	7813939899	mail@kneelandconstruction.com	Medford	MA



**Secretary of the Commonwealth of Massachusetts**  
William Francis Galvin

## General contract submission confirmation

**The following General Contract submission was  
successfully received.**

**Planned date of publish is 11/12/2025**

## Awarding Agency

Agency Name and Address: **City of Methuen 41 Pleasant Street Methuen, MA 01844**

Project Number:

Estimated Cost: **65,000.00**

Contractor  
Qualification:

Required for DCAMM contracts over \$150,000, Highway Division contracts over \$50,000. Add categories to the Project description below.

## Contact Information

Name: **Jessica Kalil**

Phone: **9789838556**

Fax

Email Address:

**JMKALIL@CI.METHUEN.MA.US**

**Notify email address listed when final publish date assigned.**

## Contract Information

Project: **The City of Methuen's Department of Public Works through its Parks and Recreation Division is seeking bids to provide & install two (2) 10' X 32' dugouts as specified by the City.**

Plans/Specifications Available: **Specifications, price sheet and forms to be used can be found on the City of Methuen's website Methuen.gov/purchasing on Wednesday, November 12, 2025, at 8:00AM.**

Place, date and time

General Bid Deadline\*: **12/02/2025**

Time **11:00AM**

Sub Bid Deadline:

Time

Sub Bid Categories:

Additional  
Information

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