

INTENT TO AWARD

C-26-68

TO: GREENMAN-PEDERSON, INC.
325 West Main Street
Babylon, NY 11702

FOR: \$42,500.00

AMOUNT: Marsh Grammar School- Fire Alarm Upgrades.

1. This award is based on competitive bids N/A
Exempt: Contracts with architects, engineers and related professionals.
See M.G.L. c. 30B, § 1(b)(32A).
2. The above company was the lowest qualified bidder N/A
3. Was this contract a result of a budget item? YES
a) If not, how will the money be raised?
4. Was the bid process required by law? N/A
a) If not, under what provisions of law will the contract be awarded?
Exempt: Contracts with architects, engineers and related professionals.
See M.G.L. c. 30B, § 1(b)(32A).
5. Have all required specifications been complied with? YES
6. Does the item require a service contract to guarantee proper performance? N/A
7. Are performance/bid bonds required and have they been provided? N/A
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 #342-0-0000-000-090-00-0-505157-26001

1/13/26
Date

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

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE CITY OF METHUEN
AND
GREENMAN-PEDERSON, INC. (GPI)**

THIS AGREEMENT made this 20th day of January, 2026, between Greenman-Pederson, Inc. (GPI), a Massachusetts corporation with a usual place of business at 181 Ballardvale St., Suite 202, Wilmington, MA 01887, hereinafter called the "ENGINEER," and the City of Methuen, MA, a municipal corporation with a usual place of business at 41 Pleasant Street, Methuen, MA 01844, acting by and through its Mayor, hereinafter called "the CITY".

The ENGINEER and the CITY, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as the Proposal dated December 2, 2025, for the Marsh Grammar School- Fire Alarm Upgrades.

2. Contract Price

The CITY shall pay the ENGINEER for Basic services rendered under Section 1 above in an amount not to exceed total of FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500.00). The not to exceed total shall not be increased without a written, mutually agreed and executed amendment to this Agreement.

3. Commencement and Completion of Work

A. This Agreement shall commence on the date so executed by all parties and received by the ENGINEER and shall expire 365 days after receipt of this Agreement by the ENGINEER, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: The ENGINEER shall commence work promptly upon receipt of the executed Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner. It is understood that the ENGINEER shall not be responsible for delays beyond the ENGINEER'S reasonable control.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work, in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the CITY for the acts and omissions of the ENGINEER's employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced in paragraph A above, the ENGINEER shall be responsible for the professional and technical accuracy of all work or services furnished by the ENGINEER or the ENGINEER's consultants and subcontractors. The ENGINEER shall perform work under this Agreement in a sufficiently competent and professional manner that detail checking and reviewing by the CITY shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor subcontract, assign or transfer any part of the ENGINEER's services or obligations under this Agreement without the prior approval and written consent of the CITY. Such written consent shall not in any way relieve the ENGINEER from the ENGINEER's responsibility for the professional and technical accuracy of the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) In rendering work or services under this Agreement, the ENGINEER and all consultants and subcontractors shall comply with all guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from the ENGINEER's obligations to perform the work in accordance with the requirements of this Agreement, either by the activities or duties of the CITY in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the CITY'S review, approval or acceptance of the work or services performed hereunder, nor the City's payment for any of the work or services performed hereunder, shall be construed to waive any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications, and other documents prepared by the ENGINEER shall become the property of the CITY upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents

without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety in effect at the time the ENGINEER'S services are rendered.

5. Site Information Not Guaranteed: Engineer's Investigation

The CITY shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources presently available to the CITY. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. The CITY does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy itself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the CITY'S approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the CITY'S prior written consent. Such work shall be compensated as agreed upon by the CITY and the ENGINEER.

6. Payments to the Engineer

- A. Costs incurred on this project shall be billed on a monthly basis for services provided the prior month; the CITY agrees to pay the ENGINEER within 30 days after receipt of an invoice by the CITY.
- B. If there is a material change in the scope of work, the CITY and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the CITY authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the CITY: (a) at 1.1 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or

otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the CITY.

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and defend and hold harmless the CITY from and against any and all claims, damages, losses, and expenses, including attorney's fees, that arise out of this Agreement and that relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or the ENGINEER's employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and defend and hold harmless the CITY from and against any and all claims, damages, losses, and expenses, including attorney's fees, that arise out of this Agreement and that relate to the professional competence of the ENGINEER's services, any errors and/or omissions and/or negligent acts of the ENGINEER, and/or the ENGINEER's violation of any code of conduct or professional licensure requirement of the ENGINEER.

11. Insurance

- A. The ENGINEER shall, at the ENGINEER's own expense, obtain and maintain a Professional Liability Insurance policy, in a minimum amount of \$1,000,000.00, for errors, omissions or negligent acts arising out this Agreement.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the CITY. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the CITY should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other

benefits in accordance with M.G.L. c.152, as amended, to the ENGINEER's employees and shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement, in the event of loss or destruction, until the final payment is made or all data are turned over to the City.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance, against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage, and any and all renewals substantiating that required insurance coverage is in effect, shall be filed with the Agreement. Notice of cancellation of insurance, whether by the insurers or by the insured, shall be provided by written notice and to the CITY at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the CITY reserves the right to modify any conditions of this Article.

12. 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. If immediate notice is required, it may be given by electronic mail or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. 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' notice to the party in default and the failure within that time of said party to cure its default.
- B. The CITY shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. If the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

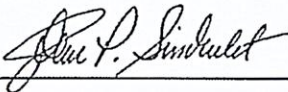
- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the CITY.

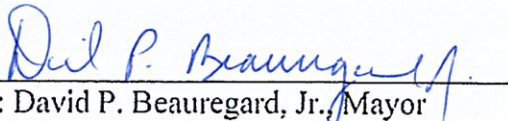
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- C. CONFLICT OF INTEREST. The ENGINEER further covenants, in light of Chapter 268A of the Massachusetts General Laws, that the ENGINEER has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. The ENGINEER further covenants that in the performance of this contract no person having any such interest shall be employed by the ENGINEER.

IN WITNESS WHEREOF, as of the day and year first above written, the parties hereto have set their hands and seals, the CITY by its authorized representative who incurs no personal liability by reason of the execution hereof or of anything herein contained.

GREENMAN-PEDERSEN, INC. (GPI)

CITY OF METHUEN,

By: 

By: 
Name: David P. Beauregard, Jr., Mayor


Name:

John Simkulet, PE

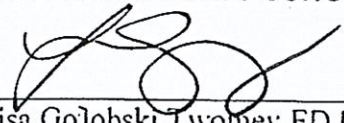
Print name

Title: Executive Vice President

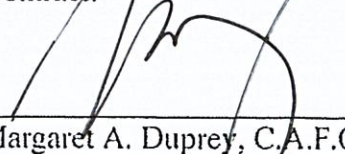
Approved as to form:


Paul T. O'Neill, City Solicitor

METHUEN PUBLIC SCHOOLS


Lisa Gołobski Twomey ED.D., Intern
Superintendent

I certify that an appropriation
is available in the amount of this
Contract.


Margaret A. Duprey, C.A.F.O.

Acct:342-0-0000-000-090-00-0-505157-26001

****See attached Resolution****

**CLERK CERTIFICATE
AUTHORIZATION TO SIGN CONTRACT**

At a duly authorized meeting of the Board of Trustees/Directors of the

_____ held on _____
(Name of Organization) (Date)

which all the Trustees/Directors were present and waived notice, it was VOTED, that

_____ of this organization, is authorized to
(Name)
execute contracts in the name and behalf of said organization, and affix its corporate seal
thereto; and such execution of any contract or obligation in this organization's name on its
behalf by such _____ under the seal of the organization shall be
(Officer)
valid and binding upon this organization.

I hereby certify that I am the clerk of the _____ and
that _____ is the duly elected _____ of
(Type name) (Officer)
said organization, and that the above vote has not been amended or rescinded and remains
in full force and effect as of this date.

Corporate Seal Here:
(if no seal, print "none")

Signature

Type Name

Date

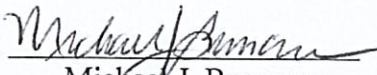
Title

****See attached Resolution****

At a meeting of the Board of Directors of Greenman-Pedersen, Inc., at which all the Directors were present or waived notice, it was

VOTED, John Simkulet, Executive Vice President of Greenman-Pedersen, Inc., be, and he hereby is, authorized to execute contracts and bonds in the name and behalf of said Company and affix its corporate seal thereto; and such execution of any contract or obligation in this Company's name on its behalf by such Executive Vice President, under seal of the Company, shall be valid and binding upon this Company.

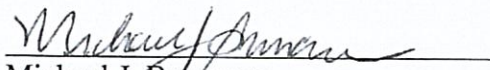
A true copy

ATTEST: 
Michael J. Buoncore
Secretary/Treasurer

Place of Business:
Greenman-Pedersen, Inc.
80 Wolf Road, STE 600
Albany, NY 12205

Date of this Declaration:
January 2, 2024

I hereby certify that I am the Secretary/Treasurer of Greenman-Pedersen, Inc. and that John Simkulet is the duly elected Executive Vice President of said Company; and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.


Michael J. Buoncore
Secretary/Treasurer

Corporate Seal

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS,
EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

ATTESTATION

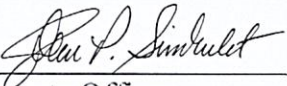
Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that to my best knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Greenman-Pedersen, Inc.

11-2537074

*Signature of Individual
or Corporate Name (Mandatory)

**Social Security Number
(Voluntary) or Federal Identification Number

By: 
Corporate Officer
(Mandatory, if Applicable)

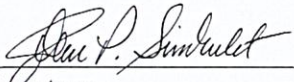
Date: 01/08/2026

John Simkulet, PE
Print name

- * Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.
- ** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment of obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C, S. 49A.

STATEMENT OF GOOD STANDING

In accordance with State and Federal regulations, the undersigned hereby certifies that Greenman-Pedersen, Inc. is not disbarred, debarred, suspended or otherwise excluded from receiving funds or bidding on any project by any State or Federal agency.



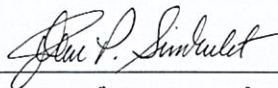
Signature

01/08/2026

Date

CERTIFICATE OF 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.



Signature of person submitting contract/bid

John Simkulet, PE

Print Name

Greenman-Pedersen, Inc.

Name of Business

01/08/2026

Date

December 2, 2025

Mr. Bruce Stella
Director of Facilities
Methuen Public Schools
10 Ditson Place
Methuen, MA 01844

Via Email

**Re: Methuen Public School District
Marsh Grammar School - Fire Alarm Upgrades**

Bruce:

Greenman-Pedersen, Inc. (GPI) is pleased to submit the following proposal to provide professional engineering design services for a capital improvement and repair project located at the Marsh Grammar School, for the Methuen Public School District, located in Methuen, MA. Our proposal provides for basic engineering services which will include schematic design, contract documents, bidding, and construction administration services.

Scope of Work

1. ELECTRICAL
 - a. Site investigation to verify existing fire alarm equipment and device locations.
 - b. Prepare bid drawings and specifications for a new fire alarm system consisting of main fire alarm panel, remote annunciator(s), smoke detectors, heat detectors, strobes, combination speaker/strobes, speakers, tamper switches, flow switches, etc.
 - c. Include third party review per Methuen Fire Department Guidelines for Third Party Plans Reviews document dated March 2024.
2. BID and CA Services
 - a. Assist in preparation of bid documents and front-end specifications.
 - b. Attendance and organization of a pre-bid walk-through with interested contractors.
 - c. Post Bid Review and Analysis of bids.
 - d. GPI will attend a construction kick-off meeting with the selected contractor and owner prior to the start of construction.
 - e. GPI will perform monthly site visits during the construction period to review the progress and compliance with the construction documents. Assumed to be two (2) visits, over three months.
 - f. Final Punchlist to ensure general compliance of the work with the contract documents and identify items requiring corrective action or completion.

Assumptions

- Site is free of encumbrances.
- Energy studies beyond that needed for equipment sizing are Excluded.
- Construction cost estimates are Excluded.
- Value engineering after bidding which requires redesign services is Excluded. (Normal bid evaluation review of proposed contractor's credits is considered basic service).
- Program changes which require redesign are Excluded.
- Short circuit studies, over-current protective device coordination studies, arc flash studies are Excluded (exclusive of labeling).
- City of Methuen will provide front end specifications and will bid the project.
- Project is not LEED or any other Green Building program.
- Applications for incentive programs or funding sources are not included in the scope of this proposal.
- Commissioning is not included in the scope of this proposal and assumed to be completed by installation contractor and fire alarm system vendor per NFPA 72 requirements.

Deliverables

- GPI will provide the owner with electronic (PDF) versions of our completed drawings and documents at the conclusion of each task (i.e. – Design Development Plans, Construction Drawings, etc.).
- Signed and sealed PDF's.
- Hard copies, when needed for permits or other uses, will be provided as a reimbursable.

Fee Schedule

GPI can perform the above scope of work for a lump sum fee of \$42,500.00, plus reimbursables. Reimbursable expenses to include mileage at a rate of \$0.070/mile for travel to the project site.

GPI appreciates the opportunity to present this proposal. To proceed, please sign below and return a copy of this Agreement. Work will commence upon the receipt of the signed agreement. Your signature indicates your understanding and acceptance of the enclosed Terms and Conditions. If you have any questions or need further clarification, please don't hesitate to contact GPI.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Sincerely,
GPI/Greenman-Pedersen, Inc.



Curt Benedetto Jr, PE
Vice President

Client Authorization

Signature

Date

Print Name

Professional Services Terms and Conditions

1. **Time for Acceptance:** This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. **Time for Rendering Services:** GPI will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI's control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.
3. **Information Provided:** Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.
4. **Additional Services:** Services not expressly included in these documents are defined as additional services and will not be performed until approved and authorized in writing by the Client.
5. **Change Orders:** If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.
6. **Hourly Rate Schedule (Not applicable to Lump Sum Fees):** Services provided on an hourly basis will be invoiced at GPI's prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January and July.
7. **Payment for Services:** Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI's invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorneys' fees, and staff time at our prevailing hourly rates should a default in payment occur.
8. **Reimbursable Expenses:** Reimbursable expenses will be billed to the Client with no mark-up. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material.
9. **Permits and Licenses:** Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder.
10. **Standard of Practice and Care:** Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.
11. **Site Access:** Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services. The client understands that use of testing or other equipment may unavoidably cause some damage, GPI will take precautions to minimize damage due to these activities but shall not be held responsible for the restoration of any resulting damage.
12. **Limitation of Liability:** NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.
13. **Interpretation of Building Codes:** GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services, and are subject to additional fees. See "Additional Services" No. 4 in this document.

- 14. Field Observation Services:** Field observation services performed by GPI pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.
- 15. Existing Systems:** The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
- 16. Hidden Conditions and Hazardous Materials:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If GPI has reason to believe that such a condition may exist, GPI shall notify the client who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) GPI has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and GPI shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, GPI shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.
- 17. Buried Utilities:** GPI and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by GPI or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The client recognizes that the research may not identify all underground improvements and that the information upon which GPI relies may contain errors or may not be complete. The client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against GPI and anyone for whom GPI may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by GPI.
- 18. Ownership of Documents:** All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.
- 19. Project Suspension or Termination:** If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.
- 20. Subconsultants:** GPI may use the services of subconsultants when, in GPI's sole opinion; it is appropriate and customary to do so.
- 21. Severability:** If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.
- 22. Governing Law:** This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.
- 23. Merger and Counterparts:** This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.

- 24. Claims and Disputes:** Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows:

Arbitration – Either Party may submit any unresolved claim or dispute to binding arbitration in accordance with the Construction Industry Arbitration Rules of AAA, and shall be conducted by a single Arbitrator mutually acceptable to both Parties. If the Parties cannot agree on the arbitrator, then the arbitrator shall be selected by the President of the American Arbitration Association. Arbitration shall be held and conducted in the state where the project is located, unless the Parties agree otherwise. The filing fee and arbitrator's fees shall be shared equally by the Parties.

- 25. Insurance:** GPI will maintain the following insurance for the duration of the project:

- 25.1 Commercial General Liability – Bodily Injury/Property Damage - \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
- 25.2 Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
- 25.3 Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
- 25.4 Excess/Umbrella – in the amount of \$5,000,000.
- 25.5 Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
- 25.6 GPI will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.

- 26. Contractor's Responsibilities:** GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

- 27. Indemnification:**

- 27.1 GPI, subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.
- 27.2 GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI which arise out of the foregoing. Expenses shall include, but not be limited to time charges by GPI's employees at GPI's then standard hourly fees.
- 27.3 Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI unless the Client has first provided GPI with a written certification executed by an independent design professional practicing in the same discipline as GPI and licensed in the state in which the project for which GPI's services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.

- 28. Force Majeure:** If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("Force Majeure"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not be liable for failure to comply with any Force Majeure event.



Fire Department
24 Lowell St
Methuen, Massachusetts 01844
Telephone (978) 983-8940 Fax (978) 691-5056
Neil Perry, Mayor J. Tim Sheehy, Fire Chief

March 1, 2024

Methuen Fire Department Guidelines for Third Party Plans Reviews

Any work requiring permitting from 780 CMR Massachusetts State Building Code that includes:

1. New or substantially altered fire alarm systems
 - a. relocation of devices due to egress changes and/or the addition of walls
 - b. changes in the sequence of operation
2. New or substantially modified (relocation of 20 or more sprinklers) sprinkler systems
3. Overhead gas station suppression systems
4. Custom engineered hood suppression systems
5. Other complex fire protection systems
6. Design-Build or Phased construction projects
7. Changes in Occupancy use groups

shall be reviewed by an approved third-party firm listed below.

The review will focus on (but is not limited to) 780 CMR Chapter 4 (Special Detailed Requirements Based on Use and Occupancy), Chapter 9 (Fire Protection Systems) for new construction and /or for the code requirements for existing building alterations. The cost for review will be borne by the applicant (per 527 CMR 1.00, Section 1.15). The cost of the third-party review is set by the reviewing firm.

The Methuen Fire Department upon receiving the third-party review recommendation(s) will make a final determination on the application and give final approval for permitting.

Plans should be submitted in the Methuen Building Department permitting portal
<https://www.cityofmethuen.net/inspections-division/pages/online-permitting> **after which you may contact any of the approved companies below** for them to begin the Tier1 (Commercial/Residential Permit) and Tier 2 (Fire Alarm/Sprinkler Installers Permit) reviews:

Jensen Hughes

www.jensenhughes.com

Send all inquiries and documentation to:

Kurt Ruchala, PE, FSFPE; kruchala@jensenhughes.com

100 Quannapowitt Parkway, Suite 401

Wakefield, MA 01880

O: 1-781-382-2366 C: 1-508-450-6927

SFC Engineering Partnership, Inc.

www.sfceng.com

Send all inquiries and documentation to:

Christopher Lizewski, P.E. clizewski@sfceng.com

183 Rockingham Rd, Unit 3 East

Windham, NH 03087

(603) 647-8700 x232

SLS Consulting, Inc.

www.slsfire.com

Send all inquiries and documentation to:

Eric Montplaisir, P.E. emontplaisir@slsfire.com

1 Lincoln Street Boston, MA 02111

O: 888-224-9911 C: 603-289-8708

Code Red Consultants, LLC

www.crcfire.com

Send all inquiries and documentation to:

Third Party Reviews ThirdParty@crcfire.com

154 Turnpike Road, Suite 200

Southborough, MA 01772

O: 617-500-7633

MJB Fire Protection Engineering LLC

PO Box 125

Woburn, MA 01801

603-689-3845, matthew.bourque@mjbfppe.com

Submittals must be in accordance with 780 CMR 9th Edition and the language below and be found to be satisfactory to the reviewing party. Anything less than complete, not easily understood, or lacking reasonable documentation is subject to rejection.

Documents to be uploaded include:

Initial Construction Control Document

Tier 1 / Tier 2 Documentation as outlined below

The Construction Safety Plan (based on 527 CMR 1.00 – Mass State Fire Code and NFPA 241)

Existing Building Report (also known as a Chapter 34 Existing Building Code review)

780 CMR 9th Edition - MASSACHUSETTS STATE BUILDING CODE

107 Submittal Documents and Construction Control

107.1.2 Fire Department Review. For permits that include work under Chapters 4, 9, or 34, Construction documents shall be filed simultaneously with the head of the local fire department and building official for review and approval. The fire department shall complete the review within 10-

working days after receiving the documents. Upon the fire department's request, the building official may grant one or more extensions up to a total review period maximum of 30 days.

901.2.1 Document Submittal Process

Tier One, Construction Documents - Prior to issuance of a building permit, construction documents for the fire protection system must be submitted in accordance with section 107.1.2 and a building permit obtained prior to the installation of fire protection systems or modifications, alterations, additions, or deletions to an existing fire protection system. The construction documents shall contain sufficient information to completely describe each of the fire protection system(s) for which a permit is to be issued. The construction documents shall include the following:

- a. Each system shall be described in a narrative report, which contains:
 - i. design methodology for the protection of the occupancy and hazards in accordance with this code and applicable NFPA Standards and,
 - ii. sequence of operation of all fire protection systems and operations and,
 - iii. testing criteria to be used for final system acceptance.
- b. Building and site access for firefighting and/or rescue vehicle(s) and personnel.
- c. Fire hydrant(s) location and water supply information.
- d. Type/description and design layout of the automatic sprinkler system(s).
- e. Automatic sprinkler system(s) control equipment location.
- f. Type/description and design layout of the automatic standpipe system(s).
- g. Standpipe system hose valve(s) type and location.
- h. Fire department connection type(s) and location.
- i. Type/description and design layout of the fire protective signaling system(s).
- j. Fire protective signaling system(s) control equipment and remote annunciator location
- k. Type/description and design layout of the smoke control or exhaust system(s).
- l. Smoke control or exhaust system(s) control equipment location.
- m. Building life safety system features (auxiliary functions) required to be integrated as part of the fire protective signaling system(s).
- n. Type/description and design layout of the fire extinguishing system(s).
- o. Fire extinguishing system(s) control equipment location.
- p. Fire protection system(s) equipment room location.
- q. Fire protection system(s) equipment identification and operation signs.
- r. Fire protection system(s) alarm/ supervisory signal transmission method and location.
- s. Fire command center location.
- t. Type/description and location of any emergency alarm system
- u. Type/description and location of any alternative fire suppression system or protection
- v. Type/description and location of any carbon monoxide protection.

Tier Two, Shop Drawings - Prior to installation of fire protection systems, shop drawings, where applicable, shall be submitted to the building official and fire official and shall contain, but not be limited to; detailed design layout, equipment specifications, system sequence of operation, and analysis to substantiate the design. Shop drawings shall note the name(s), license number(s) and license expiration date(s) of the contractor(s) installing the fire protection systems

Exception. For shop drawings of Fire Alarm and Detection Systems; see section 780 CMR 907.1.2 for applicable requirements
