

Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at clinscott@beverlyma.gov and provide us with the following information. In the event any addenda is issued it will be sent to all bidders who have provided the City with this information.

Request for Proposal or Invitation for Bid Number: _____

Contact Name:

Company Name:

Address:

City/Town:

State:

Zip Code:

Phone:

Fax:

Cell:

Email:



**CITY OF BEVERLY
ON BEHALF OF BEVERLY PUBLIC SCHOOLS**

13-013

HIGH SCHOOL BAND UNIFORM

BIDS DUE:

TUESDAY, APRIL 16, 2013 @ 11:00 A.M.

at the Office of the Purchasing Agent, City Hall
191 Cabot Street, Beverly, Massachusetts 01915

BID CERTIFICATION

Complete this page by signing in the space below and return with completed pricing pages.

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the City's solicitation documents, certification must be made to the following by signing in the space indicated below.

Failure to offer such signature will result in rejection of the bid.

1. *"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 their organization, entity, or group or individuals" and,*
2. *"Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."*

This bid is submitted by:

(Complete name of firm to be given here)

Signature: _____

Contact Person: _____

Business Address: _____

Telephone: _____ Employer I.D. #: _____

BID SUBMISSION REQUIREMENTS

- 1.1. All bids/proposals are to be delivered to the place specified and no later than the time specified on the Bid Form.
 - 1.2. The bids must be filled out on the form prescribed and enclosed in a sealed envelope that shall be marked on the outside with the words, "SCHOOL BAND UNIFORMS" and the Name and Address of the Bidder: one original and 3 copies. An individual authorized to bind the bidder to the proposed contractual agreement shall sign the bid proposal.
 - 1.3. **Bid price proposals shall consist of the following:**
 - 1.3.1. **Bid Proposal Form (Price Sheet)**
 - 1.3.2. **Signed City of Beverly Collusion/Tax Certification Form**
 - 1.3.3. **Bid Deposit (see below)**
 - 1.4. **A Bid Deposit in the amount of \$2,500 shall accompany every bid.** The Bid Deposit shall be in the form of a bid bond, certified treasurer's check, or cashiers check made payable to the City of Beverly. Upon execution of the Contract, the Bid Deposit shall be returned to the Bidders.
2. **SAMPLE REQUIREMENTS**
- 2.1. All bidders must submit an exact sample uniform together with their proposals. This sample uniform must be in the same color as the uniform proposed; it should reflect the exact style, and must reflect the tailoring details as would be found in the uniform being proposed, and of the uniform which would be furnished if awarded the Contract by the City of Beverly. Where special construction features are specified, these must be furnished with the bid showing the manufacturer's version of the feature. All major items being proposed must have a sample presented for comparison. It is to be completely understood that it is the intent of the Buyer to have all items examined carefully and compared by persons conversant with quality for evaluation of internal components.
 - 2.2. The Contract will be awarded to the lowest responsible and eligible Bidder (Successful Bidder). Such a Bidder shall possess the skill, ability, and quality of example necessary for the faithful performance of the work. The term "lowest responsible and eligible bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and excellence of product necessary to the faithful performance of the Work.

3. BASIS FOR AWARD OF CONTRACT

If the Contract is to be awarded, the City will give the Successful Bidder a Notice of Award within thirty days, excluding Saturdays, Sunday, and legal holidays, after the actual date of the opening of the Bids. All bids shall remain open for thirty days, excluding Saturdays, Sundays and legal holidays, after the actual date of the opening of the Bids but the City may, at the City's sole discretion, release any bid and return the Bid Security prior to that date.

CONSTRUCTION SPECIFICATIONS

1. WOOLEN MATERIALS: Mill and Mill-Weight are listed in the Uniform Specifications with required shades. When specified, this refers to Premium Quality 100% all wool fine wale whipcord:
 - 1.2 GUARANTEE: against moth or silverfish damage. This process must be applied by the immersion method and no spray-on treatments will be acceptable. Uniforms are expected to last 8 years or more with 1 to 2 dry cleanings per season.
 - 1.3 DACRON-WOOL MATERIALS: Mill, Mill-Weight and specific shades are found in the Uniform Specifications. This material, when specified, refers to material containing 55% Dacron Polyester and 45% Wool. As with all woolen materials, this will be first quality with no flaws or imperfections allowed. This material must be finished with S.E.T. or Zepel scientifically engineered Crease Retention and Stain Resistant treatments, thus protecting the material against both oil and water-based stains, as well as assuring the best possible crease retention. The material is to be permanently mothproofed and guaranteed in the same manner as the all-wool material above. Water repellency to be insured by proper treatment.
2. POLYESTER MATERIALS: Mill, Mill-Weight and specific shades are found in the Uniform Specifications and as with all wool and Dacron wool materials, will be first quality with no flaws or imperfections. The material is, by its nature, a water and stain repellent fabric, thus eliminating the need for a special treatment. Because there is no wool content, mothproofing this fabric is not necessary.
3. AREA REPRESENTATIVE Bidder must agree to provide a factory-trained representative to handle all details of the order. Said representative will be responsible for designing, measuring and servicing the order throughout the initial purchase and on a continuing basis. Bidders must list name, address and telephone number of the representative in their response.

STYLING SPECIFICATIONS

Beverly High School – Beverly, Massachusetts

BANDSMAN COAT

<u>FABRIC:</u>	55% Dacron/45% Wool	2040 Orange	14-14.5oz
	55% Dacron/45% Wool	Black	14-14.5oz
	100% Polyester	9123 White	14 oz.
	(Type)	(Color)	(Weight)

STYLE: Waist length coat with bottom point offset to right of center, diagonal insert seam from the inner right shoulder down to left coat bottom with vertical side panel inserts under each arm and the back cut straight.

CLOSURE: Left underarm concealed zipper with a heavy duty brass zipper to zip up with three snaps for flap closure.

SPECIAL DETAILS: Fully constructed coat with extended shoulders and 50/50 sleeves for wearers comfort. Each coat also has an identification number.

FRONT TRIM: Right coat front of 7744 Black and the left front of 2040 Orange. Set along the orange/black split is a 3" wide slash appliqué of 9123 White with approx 2" high special school approved font "BEVERLY" that is set perpendicular to the waist of black direct embroidery with orange direct outline. Slightly covering the left edge of the white slash is a ¼" stripe of 7744 Black. Set horizontally on the lower left are three graduating striped appliqués with angled edges of 7744 black, attached with white satin stitch. Set on the left chest approx 3" high special school panther design of white, black, orange and light gray direct embroidery.

BACK TRIM: Entire back of 2040 Orange.

COLLAR & LINER: Outer portion of collar is 7744 Black. The collar lining and liner are of XD Raven Black (100% synthetic), with nine caps & snaps. Set down ¼", one row 500 White.

SHOULDER STRAPS: 7744 Black. Set in ¼", one row 500 White, secured with a 24L lined livery button attached with disc & rings.

UPPER SLEEVE: The right sleeve is of 2040 Orange, and the left sleeve is of 7744 Black.

CUFF TRIM: Set at 3 ½" x 5 ½" is a peaked cuff of 7744 Black with a ¼" stripe of 9123 white slightly covering the top edge of the black cuff and a second ¼" stripe of 9123 white set down ½" from the lower edge of the top stripe.

STYLING SPECIFICATIONS

Beverly High School – Beverly, Massachusetts

BANDSMAN JUMPSUIT

<u>FABRIC:</u>	30% Wool/70 Polyester (Type)	Xtreme Wool	Black (Color)	
<u>OPTIONS:</u>	Hemmed	<u>XXXX</u>	Gussets - Heavy	<u>XXXX</u>
	Front Zipper	<u>XXXX</u>	Bottoms Plain	<u>XXXX</u>
	Nylon Slides	<u>XXXX</u>		

STRIPE: None

POCKETS: Yes, left facing

SPECIAL FEATURES AND DETAILS: Identification numbers. Jumpsuit has 7 ½" top facing with darts and top stitching and 1 ¼" shoulder straps of jumpsuit fabric with nylon slides and elastic in back of suspenders. Gussets of Black heavy lycra and two waist darts in back. Taped fly at front zipper with two snaps at top of zipper and the inseam sewn with 1" seams for let out. Four-way reinforced crotch, Three-inch (3") hem, taped and Three inch (3") letout center back. Permanently stitched crease on the front of each leg.

BANDSMAN HEADGEAR

<u>FABRIC:</u>	55% Dacron/45% Wool	2040 Orange	14-14.5oz
	55% Dacron/45% Wool	Black	14-14.5oz
	100% Polyester	9123 White	14 oz.
	(Type)	(Color)	(Weight)

TYPE: Shako

STYLE: Standard flat top

PLUMEHOLDER: Center Front

TOP MATERIAL: Black

SIDE MATERIAL: Split: Vertically at just right of center and at left shako button. Left front is of 2040 Orange with the right front and entire back is of 7744 Black.

BANDS: Both of Black Grained Vinyl, each piped with white fabric piping.

VISOR: Black

CHINSTRAP: Black with nickel buckle

FRONT CHAIN: ¾" fabric strap of 7744 black with a ½" wide stripe of 9123 white centered on top, grommets each end.

SIDE BUTTONS: 45L Nickel Lined

ORNAMENT: Slightly covering the vertical split at just right of center is a 2" vertical stripe of 9123 White.

SPECIAL TRIM DETAILS: Metal hook in back of shako for chinstrap. Plume holder attached with screw post & nut.

BANDSMAN ACCESSORIES

DRUM MAJOR UNIFORM: Price to include Shako, Plume, Coat and Jumpsuit

PLUME: 10" white French fountain, nickel cup.

SEE EXHIBIT "A" as example

PRICING SHEET

13-013 Beverly High School Band Uniform IFB

The undersigned proposes to manufacture and deliver Uniforms as specified in the IFB

QUANTITY	-----ITEM-----	UNIT PRICE	Extended Price
130	Coats		
130	Jumpsuits		
130	Shakos		
130	Plumes		
3	Drum Major		
	Total price	(Basis for determining Award)	

F.O.B Destination

Invoices will be submitted after Award and with or following delivery of uniforms to Beverly High School. Bid Pricing will remain in effect for 60 days after delivery allowing for the purchase of up to (26) twenty-six additional uniforms, if needed. As allowed by MA General Law M.G.L.c.30B§13

Name of Vendor _____

Contact person: _____ Phone: _____
Print name

Signature: _____

Qualified Factory Representative to measure students and assist in all aspects of the purchase:

Name _____ Phone _____

CONSTRUCTION SPECIFICATIONS

1. WOOLEN MATERIALS:

Mill and Mill-Weight are listed in the Uniform Specifications with required shades. When specified, this refers to Premium Quality 100% all wool fine wale whipcord:

1.2 GUARANTEE: against moth or silverfish damage. This process must be applied by the immersion method and no spray-on treatments will be acceptable. Uniforms are expected to last 8 years or more with 1 to 2 dry cleanings per season.

1.3 DACRON-WOOL MATERIALS: Mill, Mill-Weight and specific shades are found in the Uniform Specifications. This material, when specified, refers to material containing 55% Dacron Polyester and 45% Wool. As with all woolen materials, this will be first quality with no flaws or imperfections allowed. This material must be finished with S.E.T. or Zepel scientifically engineered Crease Retention and Stain Resistant treatments, thus protecting the material against both oil and water-based stains, as well as assuring the best possible crease retention. The material is to be permanently mothproofed and guaranteed in the same manner as the all-wool material above. Water repellency to be insured by proper treatment.

1.4 POLYESTER MATERIALS: Mill, Mill-Weight and specific shades are found in the Uniform Specifications and as with all wool and Dacron wool materials, will be first quality with no flaws or imperfections. The material is, by its nature, a water and stain repellent fabric, thus eliminating the need for a special treatment. Because there is no wool content, mothproofing this fabric is not necessary.

2. AREA REPRESENTATIVE Bidder must agree to provide a factory-trained representative to handle all details of the order. Said representative will be responsible for designing, measuring and servicing the order throughout the initial purchase and on a continuing basis. Bidders must list name, address and telephone number of the representative in their response.

ADDITIONAL INFORMATION SHEET

Provide references for uniforms made in the last five years for School Bands and the price.

BAND'S NAME	ADDRESS	CONTACT NAME & PHONE NUMBER	DOLLAR VALUE
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Comments _____

Purchasing Office
Beverly City Hall
191 Cabot Street, Beverly, MA 01915

GENERAL CONDITIONS AND INSTRUCTIONS

- 1) The City of Beverly reserves the right to reject any or all bids, accept any bid, or divide the award as deemed in the best interest of the City of Beverly, or to waive any informality in bids.
- 2) Each bid should give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership, followed by the signature and designation of the person signing. Bids by corporation should be signed with the name of the corporation followed by the signature of the person authorized to bind the matter.
- 3) Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
- 4) Time, in connection with discount offered, shall be net 30 days for properly submitted invoices. Any invoices not correctly identified shall be returned to the vendor for correction.
- 5) Bids must be enclosed in a sealed envelope(s) marked to identify the bid on the outside per this solicitation, and filed in the office of the of Purchasing Agent on or before the time and place stipulated in the bid, at which time they will be publicly opened and read.
- 6) Samples of items, when required, must be submitted prior to the openings of bids at no expense to the City of Beverly. If not destroyed by testing, they will be returned at the bidder's request and expense.
- 7) A bidder has the right to withdraw his/her bid anytime prior to the time fixed for opening.
- 8) Bids must be submitted on this form, unless otherwise specified or will be considered informal.
- 9) It is agreed that if this proposal be accepted and the bidder fails to comply with the terms of his/her bid or shall fail to contract as required within the time limit specified, the City of Beverly may, at its option, determine that the bidder has abandoned his/her bid, and thereupon this proposal and acceptance thereof shall become null and void.
- 10) The successful bidder will receive copies of a contract for their signatures. After signing and returning, the Mayor will sign the contracts and one copy a will be returned to bidder as Notice of Award and will thereupon constitute a binding contract between the City of Beverly and the bidder.
NO PAYMENTS CAN BE MADE WITHOUT AN EXECUTED CONTRACT!
- 11) Quantities indicated are the City of Beverly's best estimate for quantities that may be utilized during the contract period. The City of Beverly does not guarantee that the estimated quantity is the quantity that will be utilized during the contract period.
- 12) Where applicable, wage rates are subject to the minimum wage rates as per M.G.L., Chapter 149, section 26 to 27F inclusive.
- 13) *Minority Business Enterprises*: Minority business enterprises have full opportunity to submit Bids in response to this Advertisement and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award. All requirements of the Beverly Equal Opportunity Policy are in effect for this contract. Policy is available for viewing at the Office of the Purchasing Agent.

COAT SPECIFICATIONS

1. PATTERNS

- A. Coat patterns are to be especial made for band uniform with additional "ease" to allow for freedom of movement, wearing of clothing underneath and convenient re-issue from year-to-year.
- B. Patterns will provide proper fit for all male and female band members, with no restrictions or limitations as to chest size. Likewise, sizes will be assigned in needed "lengths" from XXS through XXL. Coats will be patterned for using the measurement closest even numbered chest size, no generic S, M, L, will be acceptable.
- C. Patterns are to be marked and graded using a reliable system to insure accuracy with current updated patterns.

3. SIZING

- A. Measurements will be taken by a factory-trained representative.
- B. Sizes must be analyzed and assigned the closest standard proportion size to each wearer in order to permit re-issuing in subsequent years and to provide a reasonable fit for the initial wearer.
- C. In the event the initial wearer cannot wear a standard proportion size, a special pattern will be employed to insure a reasonable fit.

4. COAT

- A. Coat linings are cut from a separate set of patterns designed to fit each specific coat size and style. Linings are not cut from coat shell patterns then cut down to try and fit.
- B. Linings are "FIRST" quality polyester twill, non-toxic, perspiration resistant and preshrunk to washable standards. Linings will have no less than 124 x 72, 150 Denier in both the warp and fill, meeting government specifications.

NOTE: "Patterned" linings of mens fashions fabrics are not durable in the heavy duty uniform usage.

- C. The coat lining shell have a vertical pleat not less than ½ inch deep running up the center back. Thus allowing fullness fit and comfort to the overall performance of the coat.
- D. In the armhole area, the coat lining is machine stitched to an ensemble including the outer coat fabric, shoulder pad and sleevehead. Hand sewing or felling is not acceptable as it does not provide the durability required for armhole construction.

- E. Linings are sewn to the coat bottom edge, and reinforced with pre-shrunk tailoring tape. Straight cut long coats will have no less than an additional ½” lining pleat all around the coat bottom.

5. **BRAID** (see #25-B)

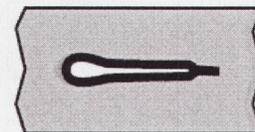
Only first quality braid shall be used for trim. Braid trim ¼” or wider, sewn down with two rows of stitching on looped trims as well as straight line. In addition, looped trim shall be reinforced with a layer of non-woven fabric, permanently bonded to the inside of coat fabric surface to inhibit puckering tendencies.

6. **BUTTONS**

High-quality metal buttons shall be used where specified and they shall be attached by sewing, ring and washer or toggle and washer.

7. **BUTTONHOLES**

All coat buttonholes shall be made with a CUT-FIRST automatic buttonhole machine. The hole is cut first, the edges covered with gimp, then completely sewn to “close” the buttonhole. The buttonhole back is secured and closed with bartack reinforcement. Gimp is 100% cotton glazed #8 and approximately 8 oz., color matched to the buttonhole thread.



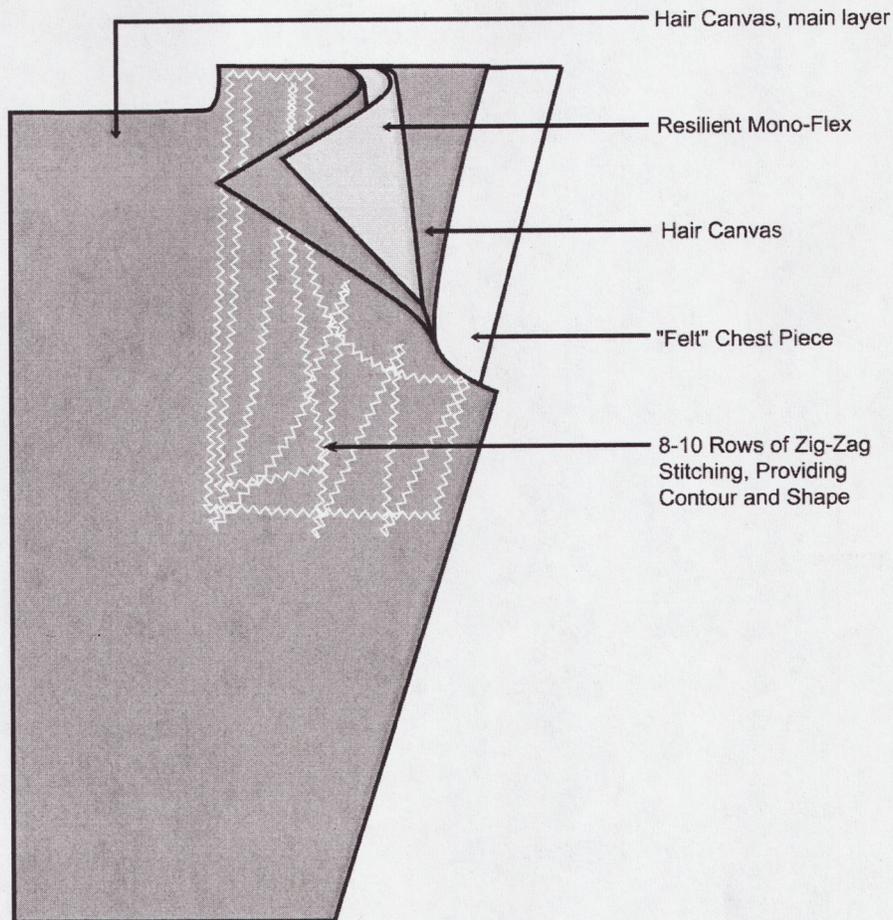
8. **ZIPPERS**

- A. Zipper to be heavy duty YKK, 9/16” tape, autolocking pull-slide of brass, or equal.
- B. Coat zipper tape shall be bar-tacked top and bottom and sewn to the surface of the facing, not sandwiched in between shell fabric and facing.

9. **INTERLINING**

- A. The interlining has optimum four-layer construction. More than four layers creates “STIFFNESS” in the coat fronts, resulting in difficult and uncomfortable arm lift maneuvers in marching bands. Less than four layers results in flimsy construction and therefore a rumpled appearance and reduced durability. In keeping with individual patterns for coat shell fabrics and the linings, higher quality control and an elevated level of haircloth quality is obtained by these multi-layered interlinings being patterned, cut and assembled “IN HOUSE” at the uniform manufacturers facility. This basic construction practice enhances the fit and comfort of the individual uniform (as opposed to “making do” in purchasing these multilayered ensembles and cutting them down to fit the “hundreds” of patterns required for each coat style and chest size).

Coat Front Interlining



- B. The main layer of the interlining is a Hymo haircloth equal or better. This "hair canvas" is 35% genuine natural hair, 47% rayon and 18% polyester fibers. It is sanforized and double pre-shrunk with A.V.S. water repellent application. This canvas is 100% soakable with no shrinkage nor loss of rigidity. The layer shall extend the complete length of the coat front, from shoulder seam down to the coat bottom.
- C. The second layer is a resilient 27.6% rayon/72.4% polyester canvas "MONO-FLEX" chest piece 4.2 oz in weight. Its dimensions are 6" wide x 6 3/4" long and extends downward from the upper chest area, or it's equivalent or better.
- D. The third layer is another piece of hair canvas (as per "B" above) 8" wide and 12" long, extending downward from the upper chest area, and completely covering the MONO-FLEX.
- E. The fourth layer is a 1/4" thick padding of 3.6 ounce 100% polyester non-woven material that is soakable and non-shrinkable. This white chestpiece pad extends approximately 6" below the armhole.

NOTE: In white coats and other light color fabric shades, a piece of thin Poly-sil white curtain is added to prevent "shadowing" of the haircloth interliner through the outer coat fabric.

F. This entire multilayered interliners shall be sewn together with a series of eight to ten rows (depending on chest size) of zigzag stitching spaced approximately 1" apart. This is the optimum number of rows as recommended by the garment industry standards. Too many rows will reduce the flexibility, comfort and fit. Too few rows will limit durability and lifetime.

G. The interliner shall be then secured to the coat shell fabric and coat lining, in the neckhole, armhole, bottom front and along the coat closure edge. A tailoring tape shall be included in these seams for added durability. The interliner shall not be sewn into the shoulder seam nor the side of the coat. Thus allowing for flexibility and "give" to the entire coat front construction.

NOTE: All tailoring tape is 100% PIMA cotton and triple cold water shrunk, equivalent or better.

Fused front interliners are not acceptable.

H. On soft collar concert/blazer coats the lapel portion of the canvas shall be padded to the lapel section of the coat with a series of multi-rows of blind stitching at close intervals no more than 1/4" apart. This section shall be hand shaped and a 3/4" cotton bridle tape shall be applied by two rows of blind stitch to insure body contour, permanent lapel shape and reinforcement to prevent stretching.

NOTE: The above construction is a time proven, traditional procedure. Under no circumstances are the haircloth and sewing operations to be substituted with a fusing or gluing operation. As stated the large chest pieces and foundation interlining must NOT be fused.

10. **ARMHOLES**

A. Armholes shall be oval shaped and allow sleeve to be pitched forward 3-4 degrees to maximize comfort and ease of movement with minimum distortion to the coat.

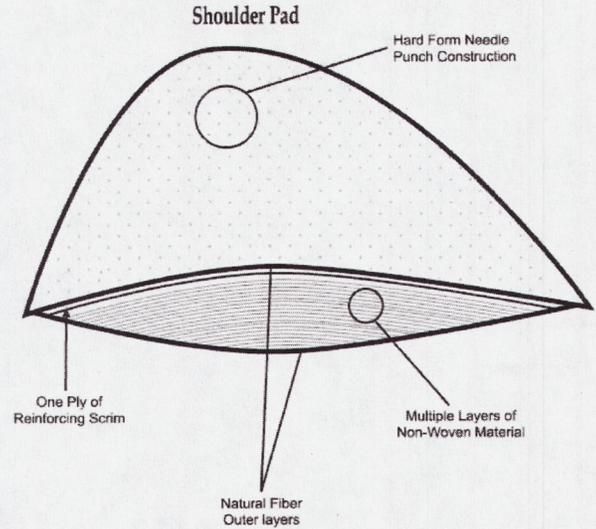
B. The armhole shall be reinforced with 1/4" pre-shrunk cotton tape all around to prevent stretching in the armhole.

C. The entire armhole shall employ machine lock stitching. Hand or machine "felling" will not be accepted.

11. SHOULDER PADS

- A. Shoulder pads shall be high quality, dry-cleanable and non-absorbent.
- B. Shoulder pad size shall be minimum 9" long x 4 1/2" wide on regular width coat styles. Special "extended width" shoulder coats will have a larger shoulder pad measuring 9" long x 6 1/2" wide.

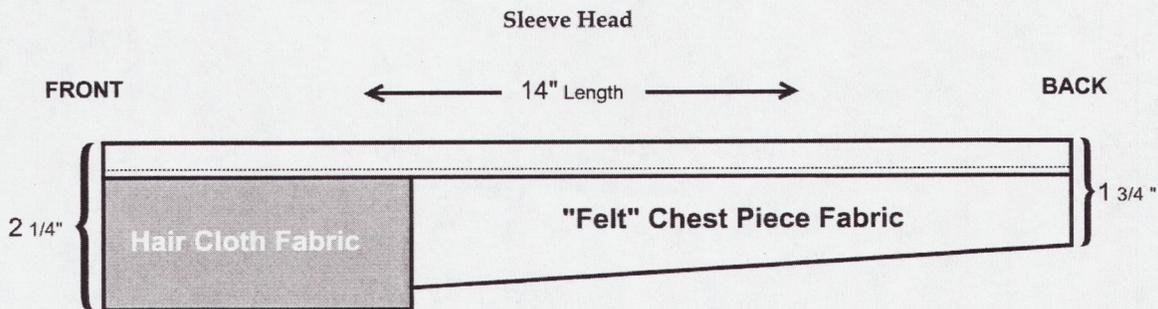
C. Shoulder pads are a "hardform" construction, consisting of several layers of non-woven material. The layers are permanently attached together with a "needlepunch" process. Among the layers, near the top side, is a reinforcing ply of scrim, which adds dimensional stability to the assembly. A final layer of natural fiber is applied as a covering. The shoulder pads are guaranteed for the lifetime of the garment. Dry cleaning is recommended, but the shoulder pad is also compatible with water.



D. Shoulder pads consisting merely of PIMA cotton covered with a porous fabric and held together with loose basting stitches, will not endure the many years of dry cleaning, exposure to the elements and the demands of marching band wear. The tendency is for a "wadding" of the cotton core. This type of shoulder pad is NOT acceptable.

12. SLEEVE HEADS

This provides fullness and shape to the top of the sleeve as it is sewn to the coat body. It consists of a separate strip of material used for the white chestpiece pad of the interliner (9E). The sleeve head has a length of 14" and is equally positioned over the shoulder, to the front and back of the upper sleeve seam. The finished width is 2 1/4" at lower front, and tapers to a 1 3/4" width at lower back. The construction consists of a 3/4" turnback on the armhole edge, and has a seam spaced 1/2" from the edge. Sewn into the lower front portion of the white pad strip, is a 2 1/2" x 4 1/2" piece of "haircloth" as described in the Interliner section (9B). Example below.



13. SLEEVE STITCHING

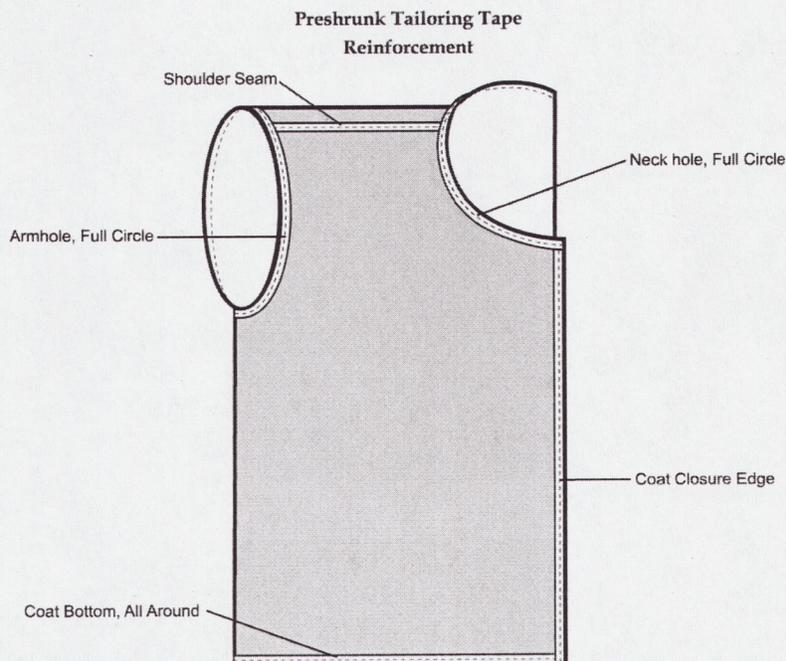
- A. Sleeves shall be set with machine lock stitch to insure proper distribution of fullness and durability.
- B. Fullness shall be sheered in by top-feed sewing machines.

14. ARMHOLE LINING FINISH

- A. The bottom of the sleeve armhole shall be lock-stitched through two layers of lining, two layers of fabric and armshield.
- B. The top shall be sewn through the coat lining, sleeve fabric, sleeve head, shoulder pad and shoulder strap with lock stitching.
- C. The entire armhole has tailoring tape all around.
- D. "Felling" by hand or machine is not acceptable when closing the armhole.

15. TAPING

- A. All seams in high stress areas are reinforced with tailoring tape to prevent stretching, and add durability to the seam. These tapes are pre-shrunk.
- B. Areas of this taping procedure include the following:
 1. All around the neck opening where collar joins the coat.
 2. Coat closure edges and completely around the bottom.
 3. Complete circumference of the armhole.
 4. Shoulder seams from collar (neck opening) to sleeve seam - except canopy coats.



16. POCKETS

- A. All inside pockets shall be constructed with a pocket welter and shall be reinforced with a non-woven fabric.
- B. Pocketing material shall be 80/20 poly cotton, 100% poly fill, pre-cured finish, 3.05 YPP, 78/54 twill weave, equal or better.
- C. Upper and lower welt of the inside breast pocket is to be 100% polyester material and pella backed.
- D. Pocket bag shall be constructed on one piece of pocketing with no open seams at the bottom.
- E. There shall be a tack at each end of pocket opening through all layers of pocketing. Tacks shall be concealed.
- F. Pockets made of lining or lightweight material shall not be acceptable.

17. SLEEVE CUFF TURN UP

- A. Sleeve cuffs will have an approximate 2 ½" turnup, which incorporates both the coat sleeve fabric and lining. This turnback includes a 3/8" binding at the top edge.
- B. Sleeve length alterations are accomplished by removing the blindstitch and re-sewing at the desired length.

18. SLEEVE CUFFS

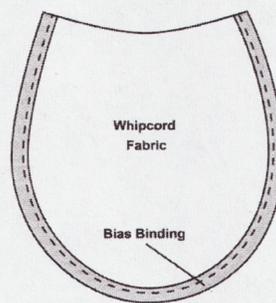
- A. Sleeve cuffs without trim in the cuff area are reinforced with a 5" width of non-woven material, bonded permanently to the inside of the coat fabric. As the sleeve is then turned back to form the let-out feature, this non-woven layer is equally divided to finish 2 ½" in the outside cuff edge, and 2 ½" on the inside. This procedure provides body to the sleeve cuff bottom edge, and maintains a full rounded finish.
- B. Sleeves with extensive cuff trim (appliques, inserts, looped braid designs, embroidery) are given the same reinforcement layer of non-woven material, but this layer is extended an additional 12" up toward the elbow area. This addition prevents puckering tendencies created by use of fabrics, braids, etc. which each have different coefficient of stretching.
- C. Shoulder lettering and embroidered logo trim shall have a reinforced backing layer on the inside of the sleeve.

19. ARMSHIELDS

- A. The armshield shall minimize the long-term effects of perspiration over the lifetime of the garment. Perspiration consists of moisture, salts, weak organic acids and body oils.

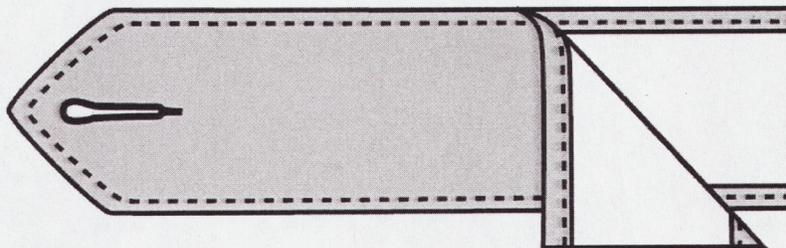
A whipcord fabric having WICKING properties is specified for use as the armshield. ("Felt-like" fabrics that retain perspiration are not in the best interest of the garment). In addition to the wicking property, this whipcord shield has soil release, high permeability for airflow, and exhibits rapid evaporation.

- B. The armshield is approximately 4" x 4" in dimension, bound with double folded bias rayon on both sides and the bottom, then machine sewn into the armhole.
- C. Tensile strength and resistance to abrasion are additional advantages of whipcord armshields as compared to a "felt-like" material. The minimum abrasion quality is 10,000 on the STROLL FLAT test.



20. SHOULDER STRAPS

- A. Both the upper and lower layers of the shoulder strap are innerlined with permanently bonded, non-woven material. This four layer ensemble is secured with an inside hidden stitch then top-stitched all around the edge, set in approximately 1/4". These layers are die-cut to insure exact conformity in shape and size, throughout the lifetime of the garment.
- B. Buttonholes are the CUT-FIRST style, having all raw edges reinforced with gimp, then solid stitching as described earlier in the Buttonhole section (item 7).



21. STANDING HARD COLLAR

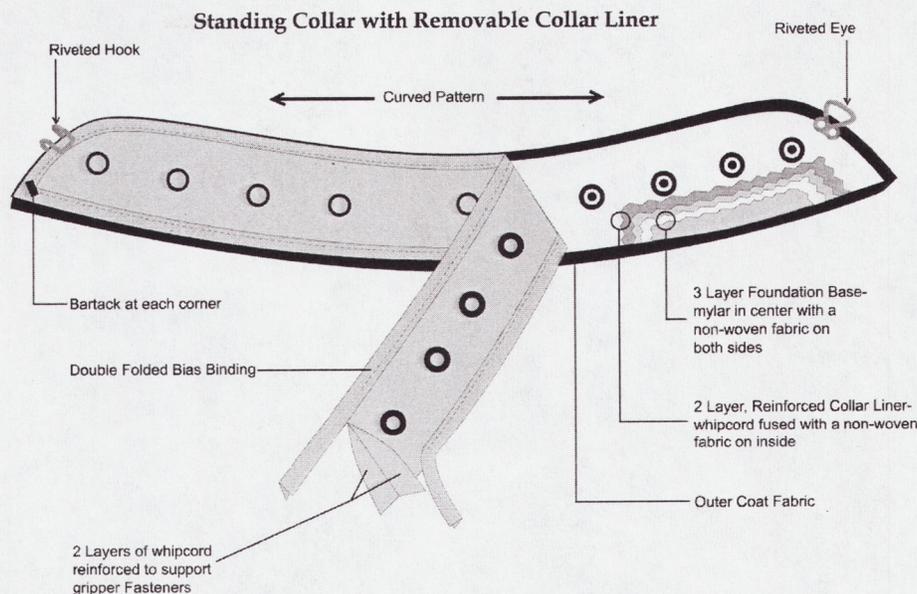
- A. Collars are one of the highest stress areas in the coat. The following construction process and features are the standard for the industry. Deviations and shortcuts will exhibit a lesser quality. The collar and matching removable collar liner are cut from curved patterns. This allows a front "drop" to fit the downward front slope of natural human body configuration. These items are NOT to be cut in a straight pattern.

- B. From the inner collar lining to the outer coat fabric, there is a total of six layers in this quality collar construction. From inboard to outboard, these layers are:
1. Collar lining of whipcord fabric-same as the Armshield section (item 19) for durability, wicking and tensile strength.
 2. Non-woven material, permanently bonded to inside of collar lining, allowing a double layer for reinforcing the nine gripper fastener posts.
 3. The next three layers consist of the heavy-duty mylar foundation base, which has a layer of non-woven, permanently bonded fabric to **EACH** side of the mylar. This triple layer foundation base is bound all across the top edge with a double folded, non-woven fabric tape, with stitching through and through.
 4. The sixth layer is the outer coat fabric, which is that portion of the collar being readily visible.
- C. The remaining three layers of the collar assembly consists of collar lining, bonded non-woven reinforcing layer and the outer coat shell fabric. These layers are sewn to the top edge of the triple layer foundation base. The outer coat fabric layer is cut to allow a double beaded fold over, along the top edge of the collar.

NOTE: All stitching and seams are “internal” and NOT visible.

- D. A heavy duty, nickel hook and eye hardware set, is permanently riveted through the inner five layers of the collar assembly (omitting the outer coat fabric), the hook at the right front with the eye at the left. This hardware is set at an angle to establish “tension” which keeps the hardware in a closed position, secured by its own weight.

NOTE: The entire sewing operation in the construction of the collar is “machine-sewn”. Hand sewing simply cannot insure the required durability.



22. COLLAR LINER (REMOVABLE)

- A. This removable liner is constructed of two layers of whipcord fabric having a double folded bias binding tape all around the entire liner. A bartack is added at each end. This liner fabric is the same as used to make the armshields and collar lining. That is, it has properties of soil release, wicking, durability and breathability. The positioning of the gripper snap sets, provide for the liner to extend 1/8" above the top edge of the collar. This affords protection from perspiration, cosmetics, etc. getting into the collar fabric.
- B. There are nine, nickel plated gripper fastener rings set into the removable collar liner. These are positioned to match nine gripper fastener posts built into the inside collar lining. The collar and liner are patterned having the top edge of the collar with a smaller circumference arc than the bottom edge of the collar. This results in an engineered curve to the collar ensemble, to better fit the shape of the neck and chest "drop" of the human body.
- C. Each collar liner is cut from its own sized pattern, to fit the intended coat size. Since the collar liner is washable, a "laundry-proof" permanent number is imprinted on the inside back portion of the liner. The number matches the identification number of the coat.

23. "WRAP" COAT COLLAR

The standing collar on the wrap style coat is "soft", in that there is no inner layer of stiff mylar. This collar generally measures 1 3/4" finished width. The inside lining is a coat shell whipcord having a permanently bonded layer of non-woven fabric to reinforce the collar. The outer layer of the collar is also a coat shell whipcord, having a reinforcing layer of monoflex (resilient canvas of 27.6% rayon/72.4% polyester - 4.2 oz. weight) stitched in. This results in a reinforced "soft" collar having four layers. All exposed edges are turned inward with an invisible row of stitching. A visible row of topstitching is added all around the edge. There are no exposed, rough edges.



24. SOFT COLLAR

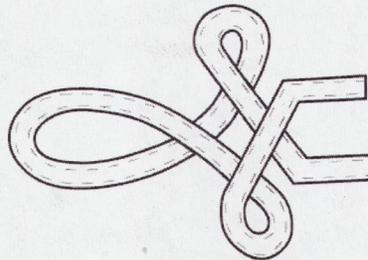
- A. Soft collar lapel coats shall have 3/4" non-bias bridle tape blind stitched to the canvas and through the back side of the outer shell of the garment so the lapel will roll and

stay in a permanent position. The bridle tape will be worked in approximately ½” to give proper curvature over the chest area.

- B. Lapel coats are to have not less than seven (7) rows of blind stitching, catching the canvas and outer shell, applied under curved tension, giving fullness to the lapel for proper roll and permanent shape.
- C. Non-bias ¼” cotton tape shall be applied on the leading edge extending from the base of the collar down the front and around to the edge of the canvas.
- D. One-half inch 2-way fusible tape shall be used to secure facing to coat front for added stability and appearance.
- E. The under collar is to be made of a double-thickness under-collar cloth.
- F. All edges shall be topstitched (with the exception of satin lapels) through and through, from the facing edge through coat front lapels and collar to the opposite edge. Topstitching shall be 1/8” from edges as with welt pockets and pocket flaps.

25. COAT TRIM

- A. All trim must be sewn to the outer coat fabric before the lining and interlining are joined to the coat. Trim sewn through the interlining and lining is not acceptable.
- B. Braid trim of ¼” or wider is sewn down with two rows of stitching. This includes looped trims as well as straight line. In addition, looped trim is reinforced with a layer of non-woven fabric, permanently bonded to the inside coat fabric surface, to inhibit puckering tendencies.



26. SPECIAL COAT STYLES

- A. Certain coat styles will require a “Memory Recovery” system across the upper back and shoulders. This includes coat backs with bi-swing pleats in each upper back sleeve seam, and an inverted pleat style having a bi-folded expansion “pocket” in the center back seam, at the upper shoulder level. The seamless canopy style coat also requires this “Memory Recovery” system, due to the under construction across each shoulder.
- B. The Memory Recovery system is a 2 ½” wide panel of heavy duty light weight elastic, made of 90% (70 denier) nylon and 10% (140 denier) Spandex. It is sewn into each

sleeve seam in the coat back area, and extends fully across the coat back. When the wearer of this coat style is in an arms down position, the system is relaxed. During an arm lift maneuver the entire coat back experiences stress and pulling across the shoulders. The Memory Recovery system brings the various fabrics, folds and coat parts, back to the original "EASE" position when arms return downward. This entire process prevents unsightly bulging. The durable elastic panel is included in the manufacturers warranty.

27. SEAMS

The center back seam and side body seams shall be 5/8". Seams are to be plain with a minimum of 1 1/2" total outlet in the side body seams and 3/4" in the back seams. Coat is to be completely machine stitched except in areas where tailoring or appearance necessitates other methods. The ends of all seams and stitching shall be back-stitched not less than 1/4". Thread breaks of all stitch types must be secured by stitching back from break 1/2" to 1". Coat is to be tailored with a four-piece back, comprised of a center back seam and two additional back body seams curving from sleeve seam downward and running out the coat bottom. Two-piece backs are also available as a buyers option, for a "sack" style coat.

28. THREAD

There shall be different types of thread used in various operations depending upon the need for strength, fullness, elasticity and smoothness. Padding of lapels and sewing of the bridle tape is to be done with three-cord cotton mercerized thread. Other sewing operations use perma cord size 50, two-cord thread. All threads used are to be heat resistant, vat dyed, sunfast, dry cleanable and moisture proof. In areas of multiple color trim panels, a monofilament thread may be indicated. This thread is a 330 denier and has a .008 diameter rating. The manufacturers warranty includes all threads used throughout the uniform construction.

JUMPSUIT/BIBBER SPECIFICATIONS

1. GENERAL

Jumpsuits/bibbers shall be marching band construction and design, and shall not employ fashion-tailoring techniques, materials or patterns that will not withstand the rigorous end use of band uniforms. Fashion pocketing, waistband material and construction, lightweight snaps and hooks are not acceptable.

2. PATTERNS

- A. The patterns and style must be as shown and directed by the City of Beverly and in keeping with the end use of marching, with maximum capability to be adjusted for fitting a variety of wearers from year-to-year.
- B. They must have ample room for movement and be nonrestrictive for marching, in the seat, thigh and ankle area. The dimensions of a jumpsuit/bibber for a 38 regular male, shall not be less than 20 1/2" circumference at cuff and 26" at thigh.
- C. There are both male and female patterns.
- D. There are two (2) rear waist darts to reduce fullness from the seat to the waist. Seat shaping is accomplished by the pattern, not extended waist darts. Front darts are optional.

3. FRONT CLOSURE

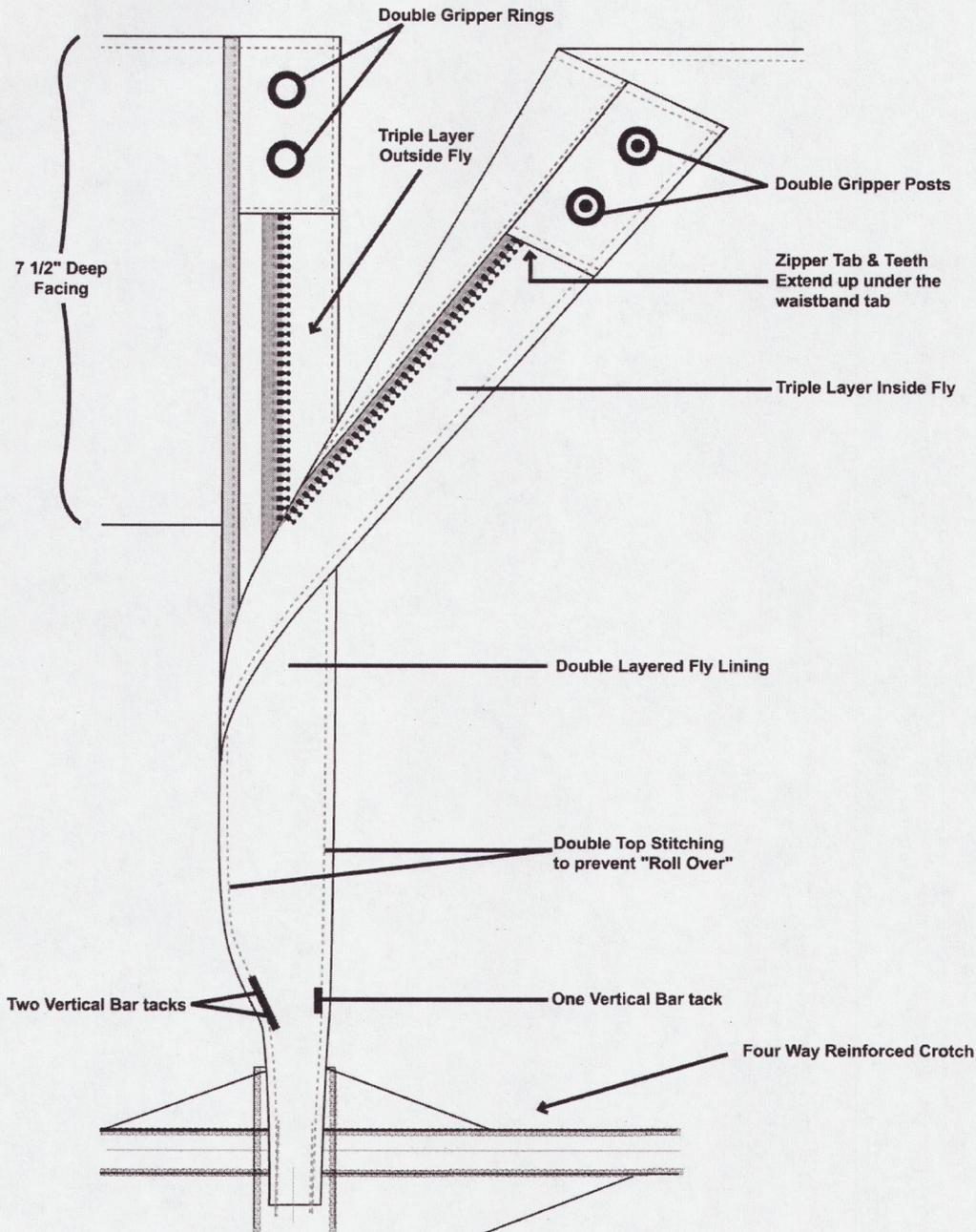
- A. There are two stainless snaps at the top of the fly. Jumpsuits/bibbers with merely one (1) snap at closure are unacceptable.
- B. The fly zipper is brass "Y.K.K." with a double locking slide. There is a metal stop at the base of the fly zipper. The fly teeth will extend completely up under the waistband to prevent the slide from coming off the top of the zipper. Short zippers with teeth not extending under waistband are not acceptable.
- C. The outside fly consists of the outer shell fabric, an inner layer of shell fabric, and a middle-reinforcing layer of non-woven fabric. The lateral edge of shell fabric on the inside of this fly assembly is completely bound with a polyester bias tape.
- D. The inside fly is constructed with a layer of outer shell fabric having two layers of "four way" fabric sewn to the inside. The "four way" material is 80/20 polycotton, 100% poly fill, 3.5 yards per pound, with a pre-cured finish. This inside fly extends down into the four-way crotch and finishes approximately 1 1/4" beyond the four-way. This fly lining is stitched down on both edges, to prevent "rolling".

NOTE: Both the outside fly and the inside fly have three layer construction.

- E. There are two vertical bar tacks on the inside fly lining and one vertical bar tack on the outside of the base of the fly $\frac{3}{4}$ " up from the bottom of the fly. The purpose of the outside bar tack is to eliminate stress on the zipper track and to prevent tearing when the trousers are being put on. This bar tack is vertical to insure maximum number of stitches on the seam, and positioned to be not noticeable.

- F. The outside, three layered front fly measures $1 \frac{3}{4}$ " in width. The inside, three layered front fly measures 2" in width.

Jumpsuit/Bibber Inside View



4. CROTCH REINFORCEMENT

- A. There is a "four-way" crotch reinforcement consisting of 80/20 poly cotton, 100% poly fill, 3.5 yard per pound, pre-cured finish fabric.
- B. There are four, two ply sections, one on each side of the intersection of the fly, seat seam and inseams.

C. Crotch area is clean finished with no pieces extending from top of inseams.

5. POCKETS

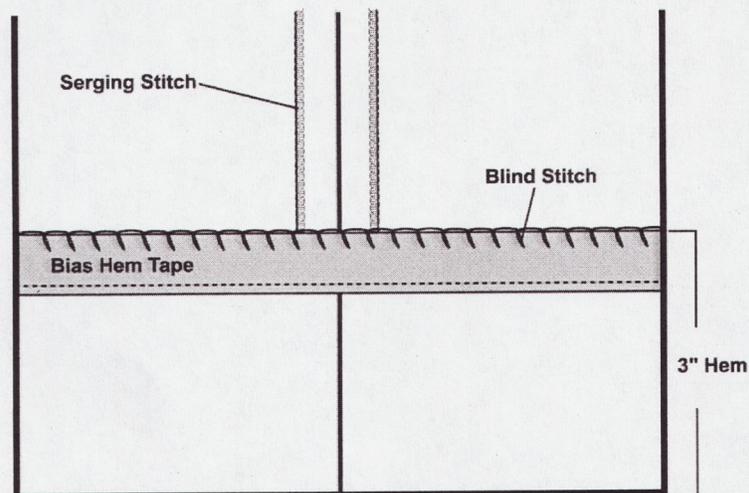
A. Pants pocketing is high grade; acceptable for use by government agencies, 80/20 poly/cotton, 100% textured poly fill, pre-cured finish, 3.5 yards per pound.

B. Pockets are “bag” construction, consisting of one piece of pocketing turned and stitched. There are no seams at the bottom of the pocket and no exposed serging stitches.

C. If standard exposed hip pockets are used, they shall be double welt construction and reinforced with interlining.

6. CUFF HEM – “EASY ALTER”

The bottom of the trouser leg has a 3” turnback on the inside, including a binding of flat polyester bias hem tape. This tape is a total width of 1 ½” before being applied to the trouser cut edge. It is folded over the cut edge and sewn down leaving a finished width of ¾”. This hem is now blindstitched back to the inside of the trouser leg.



7. SEAMS

A. The center back, seat seam is sewn with two rows of locked chain stitching. There is a 3” Browne outlet along this center back seam.

B. Inseams are sewn with a highly durable expansion stitch, allowing flexibility in this stress area. These seams are constructed with 5/8” seam allowances, and are of the “flat” style. Outseams are double folded over with the edges sewn together.

NOTE: Jumpsuits/bibbers with the expandable gusset option are constructed with the inseam having the “flat” style seam with 5/8” allowance.

8. TRIM

- A. All jumpsuit/bibber stripes shall continue the full length of the leg through the turn-up and are covered with tape at the raw edge of cuff.
- B. Stripes are set no more than 1/8" from side edge of adjustable "V" to minimize stripe distortion.
- C. All straight fabric stripes are double thickness to prevent shadowing and pressing marks.
- D. Trim shall be centered on and will cover the side seam for aesthetics and seam reinforcement.

9. PERMANENT SUSPENDERS

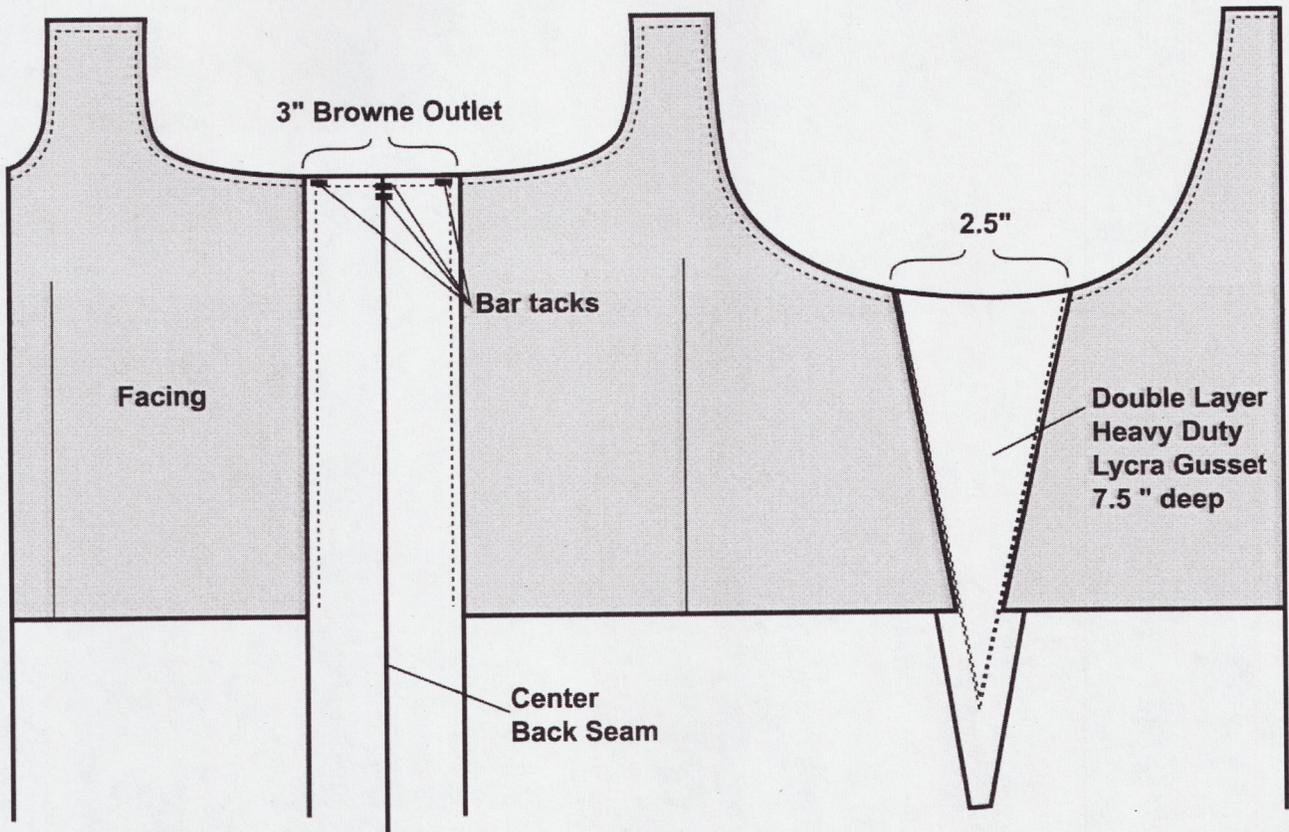
- A. Suspenders are made of whipcord fabric. Color shall match jumpsuits/bibbers. Nylon webbing shall not be used because the adjusting slide will not remain in set position under tension from movement.
- B. Suspenders are two-ply, topstitched, and have interlining for body. This will insure the adjustable slide remaining in set position; suspenders will dry clean as well as jumpsuit.
- C. All hardware is unbreakable nylon as used in parachutes and life vests; unbreakable, unbendable and not subject to tarnishing or rusting. It will not cause undue abrasion on jumpsuit during dry clean tumbling.
- D. Suspenders are self faced and interlined with pellon.

10. PERIMETER SERGING

- A. All exposed "raw" edges not covered with tape are serged with a "serging stitch of no less than 10 per inch, tight to edge, to prevent fraying.
- B. Serging thread is polyester.

11. UNDERARM GUSSETS

When an underarm gusset is specified for adjustability features, a heavy duty two-layer color matched lycra wedge is sewn into the upper portion of the pant outseam. This gusset is cut into an elongated diamond shaped pattern 19 1/2" long and 3 1/2" at its widest point. The two elongated points are matched together, allowing the double layer of lycra to be sewn into a proportionate V shaped notch. This results in a gusset, double layers, 2 1/2" wide at the top of the jumpsuit in the "underarm" area, and extending downward to a finished length of 7 1/2". This adjustable feature will allow up to 3" larger fit around the torso. The manufacturers warranty includes this lycra feature.



12. UPPER FACINGS

Inside upper facings are essential in providing body and dimensional stability to the curved cut all around the upper edge of the jumpsuit/bibber trouser, extending upwards to accommodate the shoulder strap. The following dimensions are standard:

Center Back Seam	7 1/2" Deep
Underarm	5" Deep
Back Shoulder Strap Extension	11" Deep
Front Shoulder Strap Extension	9" Deep

SHAKO CONSTRUCTION SPECIFICATIONS

1. GENERAL

It is preferable but not mandatory that the manufacturers of the uniforms make the shakos. This will insure that all the workmanship be consistent with uniform, fabric matching, and timely delivery.

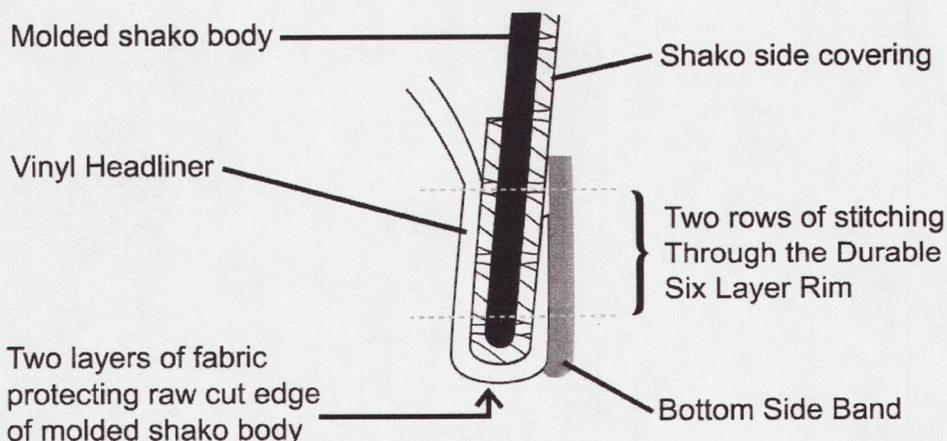
2. BODY

- A. Shako body is vacuum-formed high impact styrene .135" gauge white plastic and has high rubber content to prevent cracking. Body is pliable and flexible to conform to wearer's head, in an "oval" shape, rather than circular or round.
- B. There is a separate shell size for each head size.
- C. Each hat has a clear ident-a-peek pocket in the inside top with the size imprinted in 1/4" letters for ease of issue. Each ident-a-peek contains a card to identify the wearer. A size sticker is also applied to the inside top.

3. COVERING

- A. The fabric side covering is pulled down to the bottom edge of the shako body, then turned back 1 1/2" up inside the shell. Two rows of stitching secures the side covering to the molded shell. One row is polycore poly wrap thread, lock stitched. The second row is Telex 135 poly tex thread, also lock stitched. This sewing operation extends all around the entire bottom edge of the molded shako body.
- B. The two rows of stitching described in section A above, secure a total of six layers for maximum durability. These layers, from the outside to inside, are: BOTTOM SIDE BAND, VINYL HEADLINER, SIDE COVERING, MOLDED SHAKO BODY, SIDE COVERING TURNBACK and VINYL HEADLINER TURNBACK.

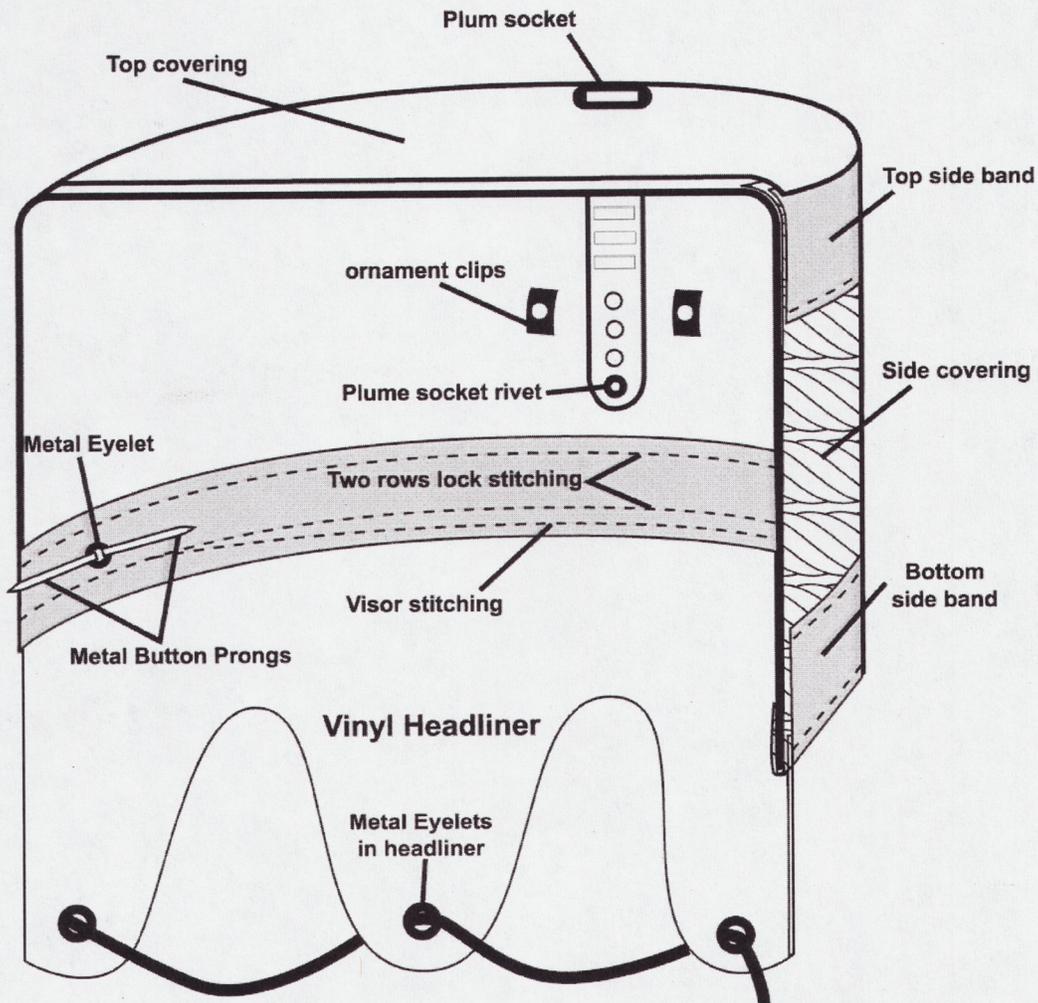
Shako Cross Section



4. HEADLINER AND SPECIAL FEATURES

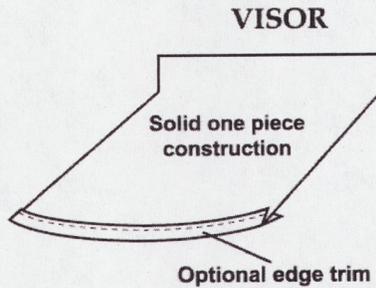
- A. Headliner shall be cotton backed, expanded vinyl with embossed finish. There are six scallops with metal eyelets to receive drawstring for adjustability.
- B. Headliner is turned and sewn with a lockstitch in such a manner to allow for adjustability.
- C. Headliner extends around the bottom edge of the plastic body, and stitched through. This results in two layers of material (outer fabric and vinyl headliner) to secure and protect the bottom edge of the shako shell body.
- D. There is a metal eyelet on each side of the hat body where the button prong passes through plastic.
- E. High density polyethylene plume sockets are included and riveted to the body.
- F. A metal spacer is used to affix the front chain to each side button.

Shako Construction



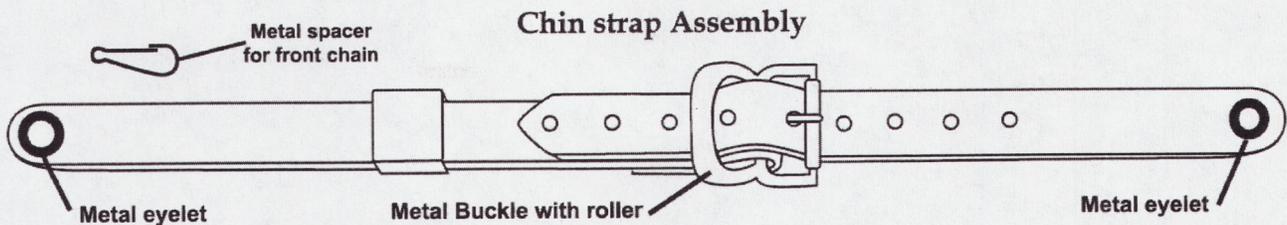
5. VISOR

- A. Visor is non-breakable one-piece plastic, not laminated. It is secured to the shako body with lock-stitch safety sewing.
- B. Visor color is molded through entire body of visor. The material is an engineering grade copolymer with low-temperature toughness, stain proof, fade and discoloration proof, impervious to ultraviolet light (sunlight).



6. CHINSTRAP

- A. Chinstrap is $\frac{3}{4}$ " pliable plastic with metal buckle and roller, and has a $\frac{1}{2}$ " keeper.
- B. There are metal eyelets at chinstrap ends where button attaches (to prevent strap from being torn by button shank).
- D. There is a $\frac{3}{4}$ " nickel-plated brass chinstrap hook at the rear of the shako, attached with a metal clip.



7. BUTTONS

- A. Side buttons are three-piece metal.
- B. Buttons consist of prongs, base plate, and face plate. Side buttons are metal with spread prongs. Plastic buttons are not acceptable.

DRUM MAJOR SPECIFICATIONS

One Female and two Male

1. GENERAL

Due to the unique requirements Drum Major uniform (relative to the number of different wearers, minimum care received, wearing conditions and life expectancy), special patterns, materials, design and construction methods must be applied. The construction Specifications for the Coat and Bibber also contained in this Bid, shall also apply for the Drum Major. Drum Major Uniform will be constructed in the exact specifications as the Coat and Bibber.

2. PATTERNS

- A. Coat patterns will have the same pattern style with the colors inverted from the band coat. The panther logo will face out toward left sleeve.
- B. See "Exhibit 1" for general Construction picture. The direction of the appliqué of the logo, for example has been changed.
- C. One female long black skirt, with lining and zipper and tailoring as per the pants to provide proper fit. No generic S, M, L, will be acceptable.
- D. Drum Major Bibbers (pants) two in white colored material with lining and the same detailed construction as required on the regular band member pants.



CITY OF BEVERLY
DEPARTMENT OF
PROCUREMENT & CONTRACT ADMINISTRATION
191 Cabot Street
Beverly, Massachusetts 01915

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

- A. (Corporate Name) shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.

- B. (Corporate Name) shall not commence work under this Lease until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. (Corporate Name) shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.

- C. Subcontracts: (Corporate Name) shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.

- D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.

- E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Lease Agreement. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration

dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.

- F. Deductibles: In the event of paid claims, (Corporate Name) shall bear costs of any amounts deductible.
- G. The Owner shall be named as additional insured under all policies.
- H. Before any blasting is done, Contractor shall present evidence that blasting damage is included in his insurance coverage.

COVERAGE AND LIMITS

A. Workers' Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$500,000/\$500,000/\$500,000

B. (Corporate Name) Liability Insurance

(Corporate Name) shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Lease. Commercial General Liability Insurance must be included with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Payments	\$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The City of Beverly must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: \$1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of (Corporate Name), all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required. The limits of liability to be provided shall be as follows:

\$5,000,000 per occurrence Bodily Injury and Property Damage
\$5,000,000 per occurrence Personal Injury and Advertising Injury
\$5,000,000 General Aggregate
\$5,000,000 Products and Completed Operations Aggregate

A. Owner's Insurance (if applicable)

The City will provide Builder's Risk Insurance for the existing buildings and the additions to any buildings as part of the City of Beverly Master Insurance Program. Such coverage will include all building additions and materials used for the Work while at the construction site or on route to the construction site. The amount of Builder's Risk Coverage will equal the total cost of the construction project.

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Contractor shall assume the defense of, and indemnify and save

harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.

PERFORMANCE AND PAYMENT BONDS

If required, the Contractor shall provide the Owner with a performance bond and a labor and materials or payment bond executed by a surety company licensed by the Commonwealth of Massachusetts.

AGREEMENT BY AND BETWEEN
THE CITY OF BEVERLY
AND
(CONTRACTOR)

This agreement made and entered into this (DATE OF AGREEMENT), by and between the City of Beverly, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, William F. Scanlon and (Contractor / Address), the Vendor.

ARTICLE I. The Vendor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

(SUPPLY OR SERVICE) in accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Vendor's Bid documents annexed hereto and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the City.

ARTICLE II. The City agrees to pay for the sum of (Consideration) payable in monthly payments equaling 1/12 of the annual fee upon receipt of a monthly invoice.

ARTICLE III. The Vendor shall submit and conform to all determinations and directions of the designee of the City of Beverly relating to the services and its delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Vendor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Vendor or mailed to him/her at the business address stated in his/her proposal, the City, acting by the Purchasing Agent, may obtain the product and/or services ordered from any other source, and the City shall give to the Vendor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Purchasing Agent, that the Vendor has failed to carry out the contract to the satisfaction of the Purchasing Agent and as required by the terms of said Bid Document. Upon such default, the Purchasing Agent, may at his/her discretion and without further notice, cancel the contract.

ARTICLE V. Upon such default, the City may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the City as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to General Laws, Chapter 30B and all other laws of the Commonwealth, and the ordinances of the City, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. The Vendor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts and satisfactory to the City.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Vendor will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

ARTICLE IX. The Vendor shall not assign this contract without express prior written consent of the City of Beverly.

ARTICLE X. The Vendor shall indemnify and save harmless the City of Beverly and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Vendor's action or failure to act. Certificates of Insurances shall be filed with the City if it so requires and shall be subject to its approval for adequacy of protection.

WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

City of Beverly

William F. Scanlon, Mayor

As to Appropriation:

John Dunn, Finance Director

Contractor
~~SAMPLE~~

EXHIBIT "A"

