

**REQUEST FOR QUALIFICATIONS  
ON-CALL DESIGN SERVICES**



**CITY OF LAWRENCE, MASSACHUSETTS**

**RELEASED: WEDNESDAY, MAY 31, 2023**

**DUE BY: WEDNESDAY, JUNE 14, 2023 BY 11:00 AM**

**DELIVER TO:**

**City of Lawrence  
Office of the City Clerk  
200 Common Street, 1<sup>st</sup> Floor, Room 107  
Lawrence, MA 01840**

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## SECTION 1 INTRODUCTION

The City of Lawrence Public Schools is seeking responses from qualified Massachusetts registered architectural firms/individuals who are interested in providing design and construction administration for HVAC and boiler upgrades throughout the district as needed. Applicants must be qualified architects, engineers and, or other qualified responders licensed in the Commonwealth of Massachusetts and must be familiar with public construction laws.

The purpose of this RFQ is to develop a working relationship with a firm for a one-year period, without having to request an RFQ on a project-by-project basis. This ultimately will save time and money for the City.

For each project, the designer will be requested to submit a proposed scope of services and design fee. A specific list of projects has not been developed; however, projects may include:

- Boiler and related equipment upgrades/replacement
- Limited HVAC improvements

### RFQ INFORMATION AT A GLANCE:

Agency Contact Person:	Walter H. Callahan, MCPPO, Procurement Director Tel: 978-975-5905 E-Mail: walter.callahan@lawrence.k12.ma.us
How to Obtain RFQ Documents:	Download at <a href="http://www.cityoflawrence.com/bids">www.cityoflawrence.com/bids</a>
RFQ Issue Date:	<b>May 31, 2023</b>
Briefing Session (Optional):	<b>NONE</b>
Deadline for Written Questions:	<b>June 7, 2023 at 3:00 P.M.</b>
How to Fully Respond to this RFQ:	As instructed within Section 3.3 of the RFQ document, submit 1 original of your application/proposal documents, a clean thumb drive, or e-mail a .pdf version of your entire submission no later than the due-date and time to: Office of the City Clerk, City Hall, 200 Common Street, Lawrence, MA 01840 <b>THE ORIGINAL HARD-COPY MUST BE DELIVERED TO THE OFFICE BY THE DUE DATE/TIME.</b>
Proposal Submission Date and Time:	<b>June 14, 2023 @ 11:00 AM</b> Office of the City Clerk 200 Common Street Lawrence, MA 01840 (The Application/Proposal and all documents must be received in-hand and time-stamped by the City Clerk no later than the time shown above.)

### 1.0 CITY'S RESERVATION OF RIGHTS

**Rejection & Waivers.** The City reserves the right to reject any or all proposals, waive technicalities and informalities in the solicitation process, or to terminate and cancel the solicitation process at any time, if deemed by the City to be in its best interests.

**Informal or Ex parte Communications.** No verbal or written information which is obtained other than through this RFQ or its addenda shall be binding by the City. With the exception of written instructions and information from the Chief Procurement Officer (CPO) or designee, no employee

of the City is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to that contained in or amended to this written RFQ document. Applicant must not make inquiry or communicate with any other City staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to submit by this requirement may be cause for the City to not consider an application submittal received from any Applicant who has not submitted by this directive.

**No Award.** The City reserves the right not to award a purchase order agreement or contract pursuant to this solicitation.

**Awards.** The City shall make awards in its best interest and as required by applicable law, regulation or policy, and to correct any award erroneously made as a result of a clerical error on the part of the City.

**Termination.** The City reserves the right to terminate a contract awarded pursuant to this solicitation at any time for its convenience upon written notice to each contractor.

**Performance.** The City reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide services called for in this solicitation.

**Retention.** The City reserves the right to retain all proposals submitted and not permit withdrawal for a period of up to 60 days subsequent to the deadline for receiving proposals without the written consent of the City Chief Procurement Officer (Contracting Officer or CO).

**Additional Information Requirements.** Prior to the final selection, proposer(s) may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

**Rejection.** The City reserves the right to reject and not consider any proposals that does not conform to or meet the solicitation requirements in whole or in part, including but not limited to incomplete proposals, non-specified items and/or non-requested services.

**No Compensation.** The City shall have no obligation to compensate any potential supplier or vendor for any costs incurred in responding to this solicitation.

**Participation.** The City shall reserve the right to at any time during the solicitation or contract process to prohibit any further participation by a prospective contractor or reject any proposals submitted that does not conform to any of the requirements detailed herein.

**Compliance.** By receipt of this solicitation each prospective contractor thereby agrees to abide by all terms and conditions listed within this document and with all attachments, and further agrees that he/she will inform the Contracting Officer in writing within five-days of the discovery of any item listed herein or of any item that is issued thereafter by the City that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the City, but not the prospective contractor of any responsibility pertaining to such issue.

**Good Faith.** By submitting its proposal, the vendor's representative certifies under penalties of perjury that this application, the 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.

**Taxes.** Pursuant to M.G.L. Chapter 62C, §49A, the prospective contractor’s representative hereby certifies, under the penalties of perjury, that, to the best of his/her knowledge and belief, he/she is in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Indemnification.** Each Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses including attorney fees and otherwise hold harmless the CITY, and agents from any liability of any nature or kind in regard to the delivery of services.

**Intellectual Property.** All proposals, responses, inquiries and correspondence relating to or in reference to this RFQ, and all reports, concepts, data, information, charts, and other documentation submitted shall inure for use by and become the property of the City when received. If copyrighted material is submitted, the City will presume that the proposer grants limited release to the City in order to make scan or copy and distribute documents as necessary for official purposes and for public record requests.

**No Conflicts.** The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any employee of the Awarding Authority. *See:*

<https://malegislature.gov/Laws/GeneralLaws/PartIV/TitleI/Chapter268A>

## **2.0 SCOPE OF WORK**

The City of Lawrence Public Schools seeks qualified, registered/licensed and insured designers interested in providing on-call type or “House Doctor” architectural and engineering services to assist in the replacement of boilers, HVAC and related equipment as needed. The Respondent must have, as part of the team, the following disciplines: Mechanical/electrical/plumbing engineers. The team shall include HVAC Engineering, Plumbing Engineering, Fire Protection Engineering, Electrical Engineering and Cost Estimating. Stamped plans will be required for all projects.

### **2.1 QUALIFICATIONS**

- 2.1.1** Be a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44, employing a Massachusetts registered architect responsible for and being in control of the services to be provided pursuant to the Contract.
- 2.1.2** The Project Architect/Engineer for the Designer has successfully completed the Massachusetts Certified Public Purchasing Official Program seminar “Certification for School Project Designers and Owner’s Project Managers” as administered by the Office of the Inspector General of the Commonwealth of Massachusetts.
- 2.1.3** Thorough working knowledge and experience with MGL C. 149 as they pertain to building construction laws, bidding laws, wage rates, OSHA 10 requirements, DCAMM certifications, and legal advertisements.
- 2.1.4** Thorough knowledge of procedures, requirements, and practices of the Commonwealth of Massachusetts, and other agencies related to the design and construction of municipal buildings.

- 2.1.5 Thorough knowledge of the Massachusetts State Building Code and regulations of the Architectural Access Board.
- 2.1.6 Thorough knowledge of and experience with preparing bid specifications as they pertain to C. 149 building projects and all required forms.
- 2.1.7 Reasonable (i.e., within 20%) accuracy of initial cost estimates for recommended and applied solutions should be demonstrated if proposer carried out any follow-on project. Provide information regarding the tools available to the assigned designer(s) for estimating within the firm, such as RSMMeans® or equal.
- 2.1.8 Sufficient levels of staff to complete the project.
- 2.1.9 Responders must have a minimum of five (5) years of satisfactory performance under at least five (5) different contracts similar to the proposed work.

## **2.2 MEETINGS AND SITE VISITS**

- 2.2.1 Specification preparation will be coordinated with the City's project team. Schematic Design and bid document meetings will take place to finalize the documents and plans after drafts are returned to the Designer with City's comments.
- 2.2.2 The Lawrence Public Schools' procurement unit in cooperation with the Designer, compiles and builds the front-end project manual using the designer's specifications, plans and divisions, and advertisements in Massachusetts [www.CommBuys.com](http://www.CommBuys.com), the Central Register, local newspapers as well as the [www.cityoflawrence.org/bids](http://www.cityoflawrence.org/bids) website for bidding, pre-bid conference, sub- and general-bid opening, provides information and responses to inquiries with input and assistance from the designer, manages related contract award procedures and the change order process. Reference assistance and award recommendations will be required of the Designer.
- 2.2.3 The LPS Procurement Office provides all official and binding information and responses to inquiries (with responses and input from the Designer), manages related contract award procedures and change orders. The Designer is not required to attend sub-bid or general bid openings.
- 2.2.4 Reference assistance and award recommendations will be required of the Designer.
- 2.2.5 Weekly site meetings are required during construction, plus meetings for kickoff, substantial completion (99%) and final completion. Site meetings with appropriate design disciplines are required at each milestone, as well as quality/code compliance site visits, such as for the rough building, fire/life safety, electric inspections and final inspection.
- 2.2.6 Designers must be willing and able to respond conveniently to project sites.
- 2.2.7 Timely telephone and email responses to City's inquiries are expected.

## **2.3 DELIVERY, SERVICE POINT REQUIREMENTS & DELIVERABLES**

- 2.3.1 Detailed schematic designs (preliminary).

- 2.3.2 Design Development Documents
- 2.3.3 Bidding, Construction and Contract Documents.
- 2.3.4 Forecast of probable cost and approximate schedule (number of weeks/months) for each category of work (divisions) and project through state certification.
- 2.3.5 Assistance and signature with contractor payment application, proposed change orders, close-out documents such as Substantial Completion Certification, Final Completion Certification, Designer Affidavit and Construction Control.
- 2.3.6 Technical personnel providing work product, drawings, etc. shall be supervised by a licensed designer in the applicable discipline (including architect and civil, electrical, mechanical, structural engineers) with expressed experience with the equipment inventory and include as-needed, other licensed professional personnel such as elevator mechanics/technicians, electricians, fire protection engineers and other professions as needed to successfully complete work.
- 2.3.7 Collaboration as necessary with City of Lawrence building and fire inspection officials.

### 3.0 APPLICATION FORMAT

#### 3.1 TABBED APPLICATION SUBMITTAL

So that the City can evaluate the applications received, all applications submitted in response to this RFQ must be formatted in accordance with the sequence noted within the table below. Each category must be separated by simple numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the City has published herein or has issued by addendum. Please do not staple any submission.

Sub-Section (3.1)	Tab No.	Description
3.1.1	1	<b>Form of Application:</b> This Form is attached hereto as Attachment A to this RFQ document. This Form must be fully completed, executed where provided and submitted under this tab as a part of the application submittal. Addenda if any must be acknowledged. <b>Attachment A</b>
3.1.2	2	<b>Proposed Services:</b> Scope of Work, deliverables as applicable. Project understanding, approach and staffing.
3.1.3	3	<b>Signatures:</b> See all certifications, Corporate Vote if applicable, on <b>Attachment D</b>
3.1.4	4	<b>MA Designer Selection Application Form for Municipalities &amp; Other Public Agencies</b> , (“MA DSA Form”) signed and dated by the applicant (use the July 2016 or latest version). <b>Attachment E</b>
3.1.5	5	<u>Similar prior experience:</u> Demonstrated experience in performing similar work. Reference the relevant projects listed in Question # 8a

Sub-Section (3.1)	Tab No.	Description
		of the MA DSA Form (Tab 4) and provide documentation supporting such experience.
3.1.5.1		<p><u>Evaluation Factor (1):</u> Evidence of the architect/engineer's or firm's ability to perform the work, as indicated by profiles of the principals and staffs' professional and technical competence and experience and their facilities (identify relevant sections of);</p> <p><u>Evaluation Factor (5):</u> Knowledge of local building codes.</p>
3.1.5.2		<p><u>Past performance on public and private projects.</u> <i>If available,</i> provide DCAMM composite scores for public projects that were evaluated by the owner and supporting information indicating client satisfaction with the design and installation/construction results. Please provide a statement in your submission if no owner's evaluations are on file with DCAMM or your firm.</p>
3.1.5.3		<p><u>Financial stability &amp; qualifications.</u> The Applicant entity must submit under this tab a concise description of the Architect's history and background and capacity to deliver the proposed services. Refer to the professional resumes for personnel identified in Questions #6 and #7 of the MA DSA Form (Tab 4). You may reference material already provided and its location in the submittal rather than provide redundant material.</p>
3.1.5.4		<p><u>Consultants.</u> Identity and qualifications of the consultants who will work with the applicant on the project. The Applicant shall not use sub-contractors if awarded and/or any joint venture with another architect or firm.</p>
3.1.5.5		<p>Other criteria/factors:</p> <p><u>Evaluation Factor (2):</u> Capability to provide professional services in a timely manner.</p> <p><u>Evaluation Factor (3):</u> Evidence that, where design work is involved, the (designer) is currently registered in the State where the project is located.</p> <p><u>Evaluation Factor (4):</u> Past performance in terms of cost control, quality of work, and compliance with performance schedules Demonstrated successful past performance in estimating, cost containment (i.e. value engineering) for similar projects. Provide project cost estimates including material, labor, overhead, profit and contingency for the comparable projects referenced supporting this application. Provide the percentage spread between (a) cost estimates performed for the Project Owner, (b) the awarded bid and (c) final project cost. Provide tabulations or reference the number of eligible, responsible bids received on for projects responding to specifications and plan documents prepared by the Applicant. Referenced projects met or exceeded owner's specifications and operational cost expectations.</p> <p><u>Evaluation Factor (6):</u> Certified statement that the architect/engineer or firm is not debarred, suspended or otherwise</p>



Sub-Section (3.1)	Tab No.	Description
		prohibited from professional practice by any Federal, State or local agency
3.1.6	6	<b>Equal Employment Opportunity:</b> The Applicant must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.7	7	<b>Other information (Optional Item):</b> The applicant may include any other general information that the applicant believes is appropriate to assist the CITY in its evaluation. Please do not include duplicate documents required in other sections. You may provide a memo referring the evaluation committee to the relevant tab and section of the application

If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "THIS TAB LEFT INTENTIONALLY BLANK." Do not eliminate any of the tabs.

Application Submittal Binding Method: It is preferable and recommended that the Applicant bind the application submittals with a simple binder clip or flat binder so, if needed, the City can remove the binding or remove pages from the cover (i.e. swing clip binders, etc.) to make copies then conveniently return the application submittal to its original condition.

### 3.2 PROPOSED FEES

The proposed fees shall be negotiated after the RFQ evaluation process is complete.

### 3.3 APPLICATION SUBMISSION

“Hard copy” applications must be submitted and time-stamped received in the designated City office by no later than the submittal deadline stated herein (or within any ensuing addendum). Please submit one (1) original signature copy (marked “ORIGINAL”). All application submittals shall be placed unfolded in a sealed package and addressed to:

City of Lawrence  
Office of the City Clerk  
200 Common Street  
Lawrence, MA 01840

You may submit a clean thumb drive or email a .pdf version of your entire submission no later than the due-date and time to: [walter.callahan@lawrence.k12.ma.us](mailto:walter.callahan@lawrence.k12.ma.us). Remember, an ORIGINAL HARD COPY MUST BE DELIVERED TO THE OFFICE BY THE DUE DATE/TIME.

RFQ must be sealed and clearly identified with the RFQ title and due date/time. The package exterior must clearly denote the above noted RFQ and must have the Applicant name and return address. Include a phone number if possible. Applications received after the published deadline will not be considered.

**3.3.1 Submission Conditions:** Applicant shall not change any requirements or forms, either by making or entering onto these documents or the documents submitted

any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the City by the Applicant, such may invalidate that application. If, after accepting such an application, the City decides that any such entry has not changed the intent of the application that the City intended to receive, the City may accept the application and the application shall be considered by the City as if those additional marks, notations or requirements were not entered on such. By receiving these documents, each prospective Applicant thereby agrees to confirm with all notices that the City delivers to him/her as instructed, and by submitting an application, the Applicant is thereby agreeing to the RFQ by all terms and conditions published herein and by addenda.

**3.3.2 Submission Responsibilities:** It shall be the responsibility of each Applicant to be aware of and to submit by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the City, including the RFQ document, and any addenda and required attachments submitted by the Applicant. By virtue of completing, signing and submitting the completed documents, the Applicant is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the Applicant not authorized in writing by the CO to exclude any of the City requirements contained within the documents may cause that Applicant to not be considered for award.

**3.3.3 Application Responsibilities – Contact with City:** It is the responsibility of the Applicant to address all communication and correspondence pertaining to this RFQ process to the Lawrence Public Schools’ Procurement Director, Walter H. Callahan (email: [walter.callahan@lawrence.k12.ma.us](mailto:walter.callahan@lawrence.k12.ma.us)) only. Applicant must not make inquiry or communication with any other city or school staff member or official pertaining to this RFQ. Failure to abide by this requirement may be cause for the City to not consider an application submittal received from any applicant who has not abided by this directive.

**3.3.4 Addenda:** All questions and requests for information must be addressed in writing to the LPS Procurement Director. The Director will respond to all such inquiries in writing by addendum to all prospective Applicants (i.e. firms or individuals that have obtained the RFQ documents). During the RFQ solicitation process, the Director will NOT conduct any ex parte (a substantive conversation — “substantive” meaning, when decisions pertaining to the RFQ are made — between the City and a prospective Applicant when other prospective Applicant are not present) conversations that may give one prospective Applicant an advantage over other prospective Applicant. This does not mean that prospective Applicant may not call the Director—it simply means that, other than making replies to direct the prospective Applicant where his/her answer has already been issued within the solicitation documents, the Director may not respond to the prospective Applicant inquiries but will direct him/her to submit such inquiry in writing so that the Director may more fairly respond to all prospective Applicant in writing by addendum.

#### **3.4 RECAP OF ATTACHMENTS**

It is the responsibility of each Applicant to verify that he/she has received the following attachments pertaining to this RFQ, which are hereby referenced as part of this RFQ:

Attachment	Attachment Description
A	Form of Application/Proposal for Designer
B	Truth in Negotiations Certificate
C	Designer's Model Fee Proposal (sample)
D	Signature Forms <ul style="list-style-type: none"> <li>• Non-Collusion Certification</li> <li>• Tax Compliance Certification</li> <li>• Clerk Certificate</li> </ul>
E	MA DSB Application
F	City of Lawrence Designer Contract (sample)

#### 4.0 APPLICATION EVALUATION

##### 4.1 EVALUATION FACTORS

The City-appointed design selection committee will use the following factors to evaluate each submittal. The points are awarded for each factor in the chart below will be based upon the documentation that the Applicant submits within its submittal. A minimum of average score of 75% is required to meet the response qualification minimum.

No.	Max Point Value	Factor Type	Factor Description
1	30 Points	Subjective Technical	Evidence of the applicant's prior similar experience, including the ability to perform the work as indicated by submitted profiles of principles, staff and any consultants assigned and their individual and collective experience.
2	30 Points	Subjective Technical	Evidence of the applicant's past performance on public and private projects, which includes its capability to provide the services required, working relationships with clients, cost estimating, cost control, bid competition, quality of work and compliance with performance schedules and working with multi-family housing developments.
3	20 Points	Subjective Technical	The Applicant's ability to provide the required services if selected based upon references, samples and projects that may be viewed, firm's stability (financial information) and any other factor available to the City.
4	15 Points	Subjective Technical	The applicant's demonstrated knowledge of local building codes and Federal building alterations requirements and standards.
5	5 Points	Subjective Technical	The Overall quality and professional appearance of the application submitted based upon the opinion of the evaluators.
Total	100 Points		Total Points (other than preference points)

## 4.2 EVALUATION METHOD

- 4.2.1 Initial Evaluation for Responsiveness:** Each application received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The City reserves the right to reject any applications deemed by the City not minimally responsive (the City will notify such firms in writing of any such rejection).
- 4.2.2 Evaluation Packet for Applications Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Instructions to Evaluators; Tabulation and Written Narrative Justification Form for each applicant; Copy of all pertinent RFQ documents; a committee consensus Justification Form.
- 4.2.3 Minimum Evaluation Results:** To be considered for an award, an applicant must receive a total calculated average of at least 75 points (of the 100 total possible points detailed in section 4.1).
- 4.2.4 Finalist Interviews:** City may conduct interviews of the finalists. It is to be expected that the key personnel be in attendance. Additional information and evaluation breakdown of interview will be provided to the finalists.
- 4.2.5** Each applicant with whom negotiations will be made must submit a Truth in Negotiations Certification, the form for which is included under Attachment E.
- 4.2.6** The City will rank applicants by scores from high to low and identify the top three ranked finalists. If the City and top ranked finalist have not, within 5 business days, arrived at a mutually agreed upon price for the work, the City reserves the right to terminate negotiations with that applicant(s) and begin negotiations with the next applicant. Subsequently, if the City and such applicant(s) have not within 5 business days arrived at a mutually agreed upon price for the work, the City reserves the right to terminate negotiations with that applicant(s) and begin negotiations with the next ranked applicant. This process may be repeated until the City is able to arrive at a mutually agreed upon price with an applicant. In any case, the City may NOT re-enter negotiations with an applicant with whom the City has terminated negotiations. All such terminations shall be written.
- Extra Services** are those services requested by the City after the Work Order has been executed, to be performed by the Designer but which are in addition (or “extra”) to the services described in the Work Order. The proposed cost, scope and schedule of all extra services shall be presented to City in writing and approved by City in writing prior to the performance of extra services.
- 4.2.7 Notice of Results of Evaluation:** If an award is completed, all applicants will receive a Notice of Results of Evaluation. Such notice shall inform all applicants of which applicant received the award, where each applicant placed in the process as a result of the evaluation of the applications received; the cost agreed upon with the top-rated or successful applicant; each applicant's right to a debriefing and to protest.

**4.2.8 Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of an applicant entity will be excluded from participation on the City evaluation committee. Similarly, all persons having ownership interest in and/or contract with an applicant entity will be excluded from participation on the City evaluation committee.

## **5.0 CONTRACT AWARD**

### **5.1 CONTRACT AWARD PROCEDURE**

A contract will be awarded pursuant to this RFQ, the Applicant agrees to abide by all terms and conditions pertaining to this RFQ as issued by the City. It is anticipated that upon final completion of the application evaluation process, the evaluation committee will forward the completed evaluations to the Procurement Director. The PD will review the recommendation and, if in agreement, will draft and execute a written contract that shall serve as a master agreement. When projects are identified, the contracted Designer shall submit a scope of service and structured fee proposal. The City will issue, for execution, an amendment and/or purchase order detailing the scope and fee, and this shall serve as an amendment to the original master contract agreement.

### **5.2 CONTRACT CONDITIONS**

The following provisions are considered mandatory conditions of any contract award made by the City pursuant to this RFQ:

**5.2.1 Contract Form:** The CITY will not execute a contract on the successful applicant's form; contracts will only be executed on the City's Designer Contract. By submitting an application, the successful applicant agrees to do so.

**5.2.2 Auditing Controls:** Among other requirements required by statute, the successful applicant may be required to submit a statement from an independent certified public accountant that such CPA (or public accountant) has examined the Designer's internal auditing controls and expresses an opinion as to their opinion whether such statements are reasonable with respect to transactions and assets that are substantial in relation to the Consultant's financial statements. (ref. M.G.L. ch. 7C, §51(d) (iv), Ch. 30, §39R (c) & (d).)

**5.2.3 Assignment of Personnel:** The City shall retain the right to demand and receive a change in personnel assigned to the work if the City believes that such change is in the best interest of the City and the completion of the contracted work.

**5.2.4 Unauthorized Sub-Contracting Prohibited:** The successful applicant shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of the City. Any purported assignment of interest or delegation of duty, without the prior written consent of the City shall be void and may result in the cancellation of the contract with the City.

### **5.3 CONTRACT PERIOD**

The City anticipates that it will award one contract for one year.

## 6.0 INSURANCE

### 6.1 LICENSING AND INSURANCE REQUIREMENTS

The Designer may be required to provide at its own expense and maintain during the term of the Agreement, insurance policies issued by recognized and responsible insurers satisfactory to the City and licensed to do business in the Commonwealth of Massachusetts, covering the Consultant's activities in connection with this Agreement with Satisfactory Rating of "A" and Financial Size Category of "VIII" or better, as deemed by A.M. Best Co. Such insurance shall provide coverage of the type and in the amounts specified. Coverage under 6.1.4 and 6.1.5 shall be provided on an "occurrence" basis Prior to award (but not as a part of the application submission) the successful applicant Designer will be required to provide an original certificate (ACORD 25 or equivalent) evidencing each area of coverage.

- 6.1.1 As required by M.G.L. ch 7C, §51(e), Obtain and maintain at its own expense professional liability insurance covering the negligent errors, omissions and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of performance of the contemplated contract. A certificate of insurance acceptable to the City shall be issued prior to award of any contract.
- 6.1.2 As to claims covered by Worker's Compensation, the amount of the statutory Worker's Compensation limits for any state in which Services are to be performed (unless Architect is self-employed).
- 6.1.3 Employer's Liability Insurance with MA Endorsement WC 20 03 01; or if not available limits of not less than \$1,000,000.00 per accident, \$1,000,000.00 per each employee per disease and a \$1,000,000.00 policy limit on disease. **(Optional)**
- 6.1.4 Insurance upon each motor vehicle used by the Consultant in connection with the work provided hereunder, providing the following limits of coverage: Individuals must maintain MA Statutory Minimums. Firms must maintain Bodily Injury One Million Dollars (\$1,000,000.00) each person/each occurrence; or a Combined Single Limit of One Million Dollars (\$1,000,000) and Property Damage, One Million Dollars (\$1,000,000) each occurrence, or a Combined Single Limit of One Million Dollars (\$1,000,000) for Owned, Hired and Non-Owned vehicles.
- 6.1.5 A comprehensive general liability policy is Optional for individual architects. Any such coverage should (Comparable to ISO CG 00 01 12 07) provide bodily injury coverage, including death, for not less than \$1,000,000 each Occurrence Combined Single Limit /\$1,000,000 Personal Injury & Advertising Injury/ \$2,000,000 General Aggregate per Location/Project/\$2,000,000 Products Completed Operations Aggregate, Contractual Liability must recognize the indemnities contained in this Agreement. The City of Lawrence is to be named as an Additional Insured on this policy.
- 6.1.6 Professional liability insurance covering claims arising out of errors, omissions and acts by the Consultant in rendering professional services, in the amount of \$1,000,000.00, including contractual liability coverage, with all coverage retroactive to the earlier of the date of this Agreement or commencement of the Consultant's Services with respect to the Project, which coverage shall be

maintained for a period of at least three (3) years after the date of Final Payment by the City to the Consultant with respect to the Project.

**6.1.7** Optional Valuable papers insurance with a limit of not less than \$100,000.00 for each loss, insuring the restoration of any documents, reports, memoranda, analysis, drawings and similar papers or data relating to the Services in the event of loss or destruction.

**6.2** Notwithstanding any other provision to the contrary, should any insurance policy required by the contemplated agreement be cancelled or otherwise terminated before the completion of the Services thereunder, the Consultant shall use all diligent efforts to procure and maintain in force similar insurance from insurers satisfactory to the City and provide certificates of such insurance to the City upon the City's written request. In the event that the Consultant is unable to obtain the required insurance coverage, then either the Consultant or the City shall have the right to terminate the contemplated Agreement without penalty.

**6.3** On the date of any contemplated Agreement, the Consultant shall furnish a certificate evidencing all of the required insurance coverage, and providing that no such coverage shall be cancelled without at least thirty (30) days' prior written notice to the City. The City shall be named as an additional insured party under the policies specified in paragraphs 6.1.3 and 6.1.4 above. Certificate shall be current ACORD 25 or equivalent.

## **7.0 OTHER SUBMITTALS, BUSINESS LICENSES, REGISTRATIONS, ETC.**

### **7.1 BUSINESS LICENSE**

If applicable, a copy of the applicant's business license allowing that entity to provide such services within the City of Lawrence, MA.

### **7.2 PROFESSIONAL CERTIFICATIONS, LICENSES**

If applicable, a copy of the applicant's professional certification(s) relevant to this project was issued by the Commonwealth of Massachusetts licensing authority allowing the applicant to provide the services detailed herein.

### **7.3 CONTRACT SERVICE STANDARDS**

All work performed pursuant to this RFQ must conform and comply with all applicable federal, state and local statutes, regulations, ordinances and policies. Any designer granted a contract under this RFQ shall be evaluated pursuant to M.G.L. ch. 7C, §48(g), HUD 24 CFR 36, 2 CFR 200.317 et seq.

-END-

**ATTACHMENT A**  
**FORM OF APPLICATION/PROPOSAL FOR DESIGNER (A/E)**

This Form must be fully completed and placed under Tab No. 1 of the tabbed submittal.  
 This document contains MS Word form fields. You may enter your information directly into the template.

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the Application submittal. Please complete this form by marking an “X,” where provided to verify that the referenced form or information is included in the submittal and copies.

X=ITEM INCLUDED	SUBMITTAL ITEMS
<input type="checkbox"/>	Tab 1 Form of Application/Proposal for Designer (RFQ 3.1.1)
<input type="checkbox"/>	Tab 2 Proposed Services (RFQ 3.1.2)
<input type="checkbox"/>	Tab 3 Signature Pages/Certifications (RFQ 3.1.3, see Attachment E), Licenses (include Lawrence business license if applicable, see section 7.1)
<input type="checkbox"/>	Tab 4 MA Standard Designer Application Form/Municipalities & Other Public Agencies (RFQ 3.1.4, signed and dated).
<input type="checkbox"/>	Tab 5 RFQ Components for Evaluation (RFQ 3.1.6)
<input type="checkbox"/>	Tab 6 Applicant’s Equal Employment Opportunity policy (RFQ 3.1.6)
<input type="checkbox"/>	Tab 7 Applicant’s Other Information (Optional)

The undersigned acknowledges receipt of ADDENDA, Nos.:            dated

**APPLICANT/DESIGNER’S STATEMENT**

The undersigned applicant/designer hereby states that by completing and submitting this Form and all other documents within this Application submittal, he/she is verifying that all information provided is, to the best of his/her knowledge, true and accurate, and acknowledges the City may not consider, make award or cancel any award with the undersigned party if any information provided herein is false. By completing and submitting the application and its components (and by submitting costs for non-negotiated agreements), the undersigned applicant/designer agrees to abide by all terms and conditions pertaining to this RFQ as issued by the City. Pursuant to all RFQ Documents, this Form of Proposal, attachments and completed documents submitted, the undersigned proposes to supply the City with the services described herein.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Printed Name, Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Company  
 (Attach corporate vote)



**ATTACHMENT B**  
**TRUTH IN NEGOTIATIONS CERTIFICATE**

**M.G.L. CHAPTER 7C, SECTION 51**  
**DESIGNER SELECTION LAW**

TRUTH IN NEGOTIATIONS CERTIFICATE

[To be used when the Designer's or  
Construction Manager's Fee is negotiated.]

NOW COMES

\_\_\_\_\_  
(Name of Designer or Consultant)

\_\_\_\_\_  
(Address)

who hereby certifies under the pains of perjury that in connection with the Agreement and Contract  
between \_\_\_\_\_  
(Consultant)

and the City of Lawrence, and pursuant to the provisions of M.G.L. Chapter 7C, Section 51:

- (i) the wage rates and other costs used to support the designer's compensation are accurate, complete, and current at the time of contracting;
- (ii) the original contract price and any additions to the contract may be adjusted within 1 year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

Signed under the pains of perjury,

\_\_\_\_\_  
Name of Consultant/Designer

By: \_\_\_\_\_  
Signature of Consultant/Designer

**ATTACHMENT C**  
**SAMPLE Designer's Model Fee Proposal**  
**(Do not submit with proposal)**

Designer's Fee Proposal  
Architect/Engineer

<b>Schematic Design/Preliminary Study Phase</b>	\$ _____
<b>Design Development Phase</b>	\$ _____
<b>Bidding, Construction &amp; Contract Document Phase</b>	\$ _____
<b>Bidding &amp; Award Phase</b>	\$ _____
<b>Construction Phase</b>	\$ _____
<b>Post Completion/Warranty Phase</b>	\$ _____
<b>Total Basic Services<sup>(1)</sup></b>	\$ _____
<b>.....Overhead</b>	_____ %
<b>.....Profit</b>	_____ %

**Additional Service Fees: (Hourly rates)**

<sup>(1)</sup> The Total Basic Services shall include all out of pocket expenses associated with the project. The only reimbursable expenses are to be the cost for printing, copying, and mailing/delivery of printed materials.

Firm Name: \_\_\_\_\_

\_\_\_\_\_  
 Authorized signature

\_\_\_\_\_  
 Printed Name/Title

Dated: \_\_\_\_\_

**ATTACHMENT D**  
**SIGNATURE FORMS/CERTIFICATIONS**

**A. Anti-Collusion Certification**

**Bidders are required to sign below and submit this form with their bid.**

The undersigned certifies under 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 individual submitting bid or proposal/date)

\_\_\_\_\_  
(Name of business)

**B. Required Affidavit of State Tax Compliance**

Pursuant to Massachusetts General Laws, Chapter 62C Section 49A, Clause (B), added by Section 36 of Chapter 233 of 1983:

(Name of Person Representing Company/Firm): \_\_\_\_\_

for (Name of Company/Firm: \_\_\_\_\_

Whose principal place of business is located at: \_ \_\_\_\_\_

Federal ID# or SS# of Company/Firm: \_\_\_\_\_

Company Address: \_\_\_\_\_

Do hereby certify under the pains and penalties of perjury that the above-mentioned named contractor has complied with all laws of the Commonwealth of Massachusetts *relating to taxes, reporting of employees and contractors, and withholding and remitting of child support (v.2 3/27/14)*

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D**  
**SIGNATURE FORMS/CERTIFICATIONS**

**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)

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

\_\_\_\_\_, \_\_\_\_\_ of this Organization  
(Name) (Officer)

is authorized to 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 seal of the  
(Officer)

Organization shall be valid and binding upon this Organization.

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Organization)

and that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
(Name) (Officer)

of 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

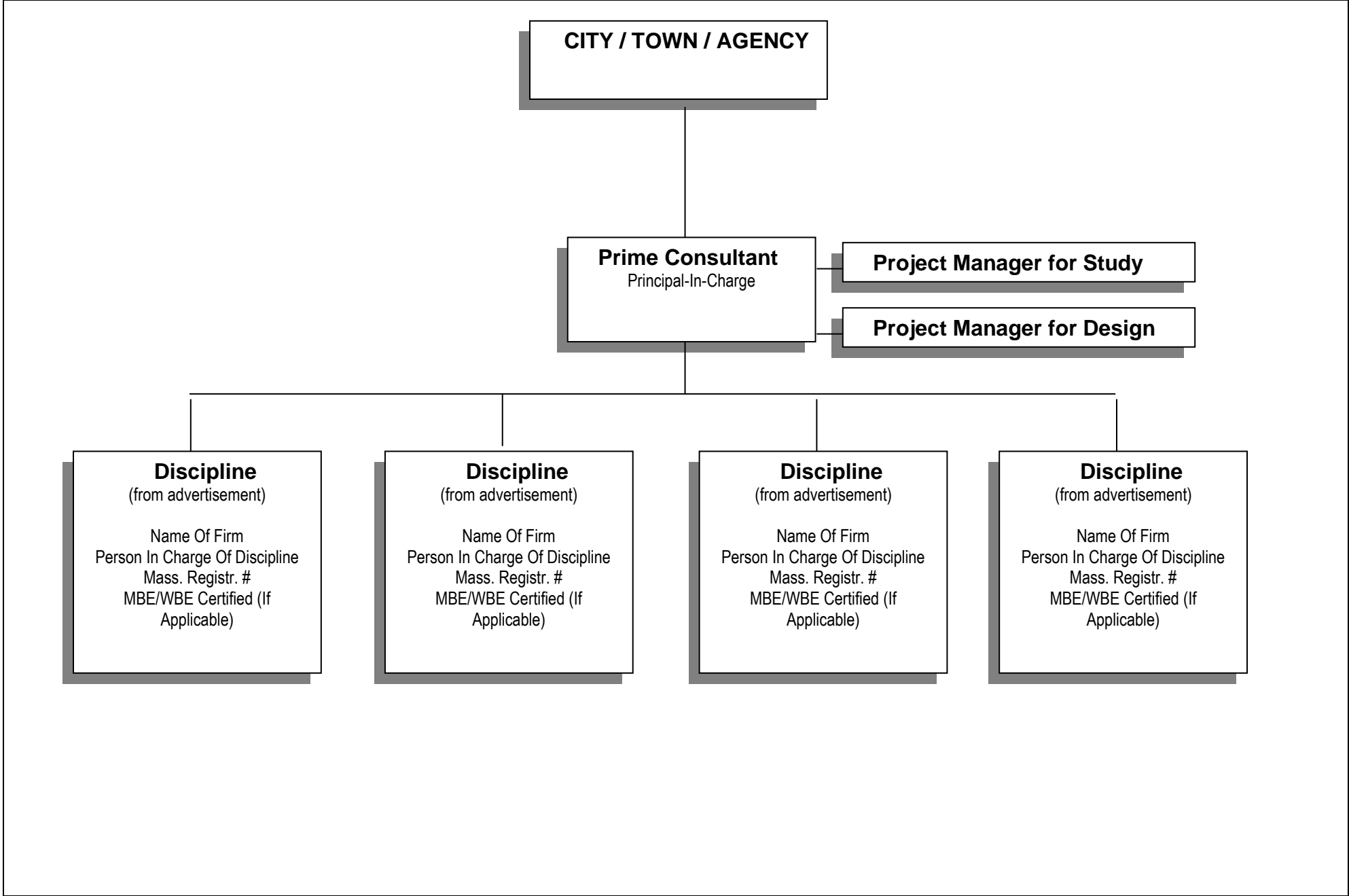
ATTACHMENT E  
MA STANDARD DESIGNER APPLICATION

MA Standard Designer Application for Municipalities and Public Agencies not within  
DSB Jurisdiction (Updated July 2016)

Hyperlink: [https://www.mass.gov/files/citiestownsapplication2016\\_1.doc](https://www.mass.gov/files/citiestownsapplication2016_1.doc)

<b>Commonwealth of Massachusetts</b>  <b>Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)</b>	1. Project Name/Location For Which Firm Is Filing:		2. Project #				
			This space for use by Awarding Authority only.				
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:			3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)				
3b. Date Present and Predecessor Firms Were Established:			3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:				
3c. Federal ID #:			3g. Name and Address Of Parent Company, If Any:				
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):  Email Address:  Telephone No: Fax No.:			3. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/>				
4. <b>Personnel From Prime Firm Included In Question #3a Above</b> By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):							
Admin. Personnel	____ ( ____ )	Ecologists	____ ( ____ )	Licensed Site Profs.	____ ( ____ )	Other	____ ( ____ )
Architects	____ ( ____ )	Electrical Engrs.	____ ( ____ )	Mechanical Engrs.	____ ( ____ )		____ ( ____ )
Acoustical Engrs.	____ ( ____ )	Environmental	____ ( ____ )	Planners: Urban./Reg.	____ ( ____ )		____ ( ____ )
Civil Engrs.	____ ( ____ )	Fire Protection	____ ( ____ )	Specification Writers	____ ( ____ )		____ ( ____ )
Code Specialists	____ ( ____ )	Geotech. Engrs.	____ ( ____ )	Structural Engrs.	____ ( ____ )		____ ( ____ )
Construction Inspectors	____ ( ____ )	Industrial	____ ( ____ )	Surveyors	____ ( ____ )		____ ( ____ )
Cost Estimators	____ ( ____ )	Interior Designers	____ ( ____ )		____ ( ____ )		____ ( ____ )
Drafters	____ ( ____ )	Landscape	____ ( ____ )		____ ( ____ )	Total	____ ( ____ )
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No							

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/>            SDVOBE <input type="checkbox"/>            VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/>            SDVOBE <input type="checkbox"/>            VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):



8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <b>ONLY</b> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
# of Total Projects:		# of Active Projects:		Total Construction Cost (In Thousands) of Active Projects (excluding studies):	
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

\* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

**Be Specific – No Boiler Plate**

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)

**ATTACHMENT F**  
**DESIGNER SERVICES CONTRACT**

CITY OF LAWRENCE  
DESIGNER SERVICES CONTRACT

This AGREEMENT made as of \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as “the Designer”, and the CITY OF LAWRENCE, MASSACHUSETTS, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as “the City.”

WITNESSETH THAT:

WHEREAS, the City desires to engage the Designer to render certain services hereafter described,

NOW THEREFORE, the parties hereto do mutually agree as follows;

**\*\*GENERAL PROVISIONS\*\***

1. Employment of Designer. The City agrees to engage the services of the Designer and the Designer agrees to perform the services hereinafter set forth.
2. Scope of Services. The Designer shall do, perform, and carry out, in a satisfactory and proper manner, as determined reasonable and fairly by the City, the tasks described within Schedule A, Scope of Services, attached hereto and made a part hereof.

The City shall have a reasonable opportunity to inspect all services performed by and work product of the Designer and accept or reject such service or work product.

3. Directives Within Scope of Services. The above tasks and items are not intended to be all inclusive. The City may add to or delete any items, provided that any added items are of a similar nature, and provided that the total cost of such work does not exceed the total cost as specified in Paragraph 8 hereof. The Designer shall undertake such work only upon the direction of the City. All directives and changes thereof in conformance with this Agreement shall be in written form, prepared and signed by the City and accepted and countersigned by the Designer or his authorized representatives. Any added tasks or items, which are not agreed to be within the Scope of Services by both the City and the Designer, or which will incur costs beyond the total cost specified in Paragraph 8, shall be handled in accordance with Paragraph 12 hereof.

4. Data to be furnished to Designer. All information, data and reports as are existing, available, and necessary for the carrying out of work, shall be furnished to the Designer upon request without charge by the City, and the City shall cooperate with the Designer in the carrying out of the Scope of Services.
5. Personnel. (a) The Designer represents that he has, or will secure at his own expense, all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Designer. (b) All of the services required hereunder will be performed by the Designer or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services. ( c ) None of the work or services covered by the Agreement shall be subcontracted without the prior written approval of the City.
  - 5.1. The Designer certifies that it is not disbarred, suspended, or otherwise excluded from receiving funds or bidding on any project by any State or Federal Agency.
6. Waiver of Workmen's Compensation and Unemployment Compensation Benefits. It is agreed that the Designer and Designer's employees, agents, servants or other persons for whose conduct the designer is responsible shall not be deemed to be employees of the city and shall not file any claim nor bring any action for any workmen's compensation or unemployment benefits and compensation for which they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement.
  - 6.1 The Designer is retained solely for the purposes of and to the extent set forth in this Contract. Designer's relationship to the City during the term of this Contract shall be that of an independent Designer. The Designer shall have no capacity to involve the City in any contract nor to incur any liability on the part of the city. The Designer, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Designer shall be considered an employee for the purpose of General Laws c. 268A (the Conflict-of-Interest Law). The City shall not be liable for any personal injury to or death of the Designer, its agents or employees.
7. Duration. The services of the Designer are to commence as of the date first written above and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. All of the services required pursuant to Schedule A, Scope of Services, herein shall be completed pursuant to Schedule C, Work Program and Schedule. Any changes in performance dates shall be handled in accordance with paragraph 13, herein. Additional services may be requested at the option of the City, which shall be completed by such date as may be established by the City at the time of authorization subject to mutual agreement of the parties thereto.
  - 7.1 It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

8. Compensation. The City agrees to pay the designer the compensation specified in Schedule B, Compensation and Method of Payment, which is attached hereto and made a part hereof, for the above services which shall constitute complete compensation for all services rendered and for such reimbursable expenses as authorized per paragraph 9, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a detailed requisition for payment from the Designer specifying that he has performed the work and incurred authorized reimbursable costs under this Agreement in conformance with the Agreement, and that he is entitled to receive the amount requisitioned under the terms of the Agreement and approval of said requisition by the City department responsible for payment of this Contract.
- 8.1 The Designer may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Designer during the period covered by the invoice.
- 8.2 Acceptance by the Designer of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities.

#### **MEDIATION**

- 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 8.2.3 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, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

9. Reimbursable Expenses. The City agrees to reimburse the Designer only for those direct costs incurred by the Designer pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B, Compensation and Method of Payment, herein. As the City is exempt from sales tax, sales tax charges are not reimbursable by the City.

9.1 In the event that this Contract provides for reimbursement by the City to the Designer for travel or other expenses, the Designer shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses.

10. Termination of Agreement for Cause. If, through any cause, the Designer shall fail to fulfill in a timely manner all obligations under this Agreement, or in the Designer shall violate any or all of the provisions of this Agreement, the City shall thereupon have the right to terminate this agreement by written notice to the Designer of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver of any property, assignment for the benefit of creditors, or commencement of any proceeding under any bankruptcy or insolvency laws by or against the Designer. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Designer under this Agreement shall, at the option of the City, become its property, and the Designer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Notwithstanding the above, the Designer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Designer, and the City may withhold any payments to the Designer for the purposes of setoff until such time as the exact amount of damages due the City from the Designer is determined.

11. Termination for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the Designer of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Designer will be paid an amount which bears the same ratio to the total compensation as the services actually performed actually bear to the total services



of the Designer covered by this Agreement, less payments of compensation previously made.

12. Changes. The City may from time to time require changes in the Scope of Service of the designer to be performed hereunder. Such changes, including any increase or decrease in the amount of the Designer's compensation or any change in the work schedule, which are mutually agreed upon by and between the City and the Designer, shall be incorporated in written amendments to this Agreement.
13. INTENTIONALLY OMMITTED
- 13.1 The Designer shall not be liable for any damages sustained by the City due to the Designer's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency with the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Designer has notified the official in writing of such cause within fourteen (14) days after its occurrence.
14. Incorporation of Non-Discrimination Laws and Requisitions. It is understood and agreed that if this Agreement is funded in whole or in part by Federal money, that the Designer is expected, and hereby agrees, to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of such a nature.
15. Interest of Members of the City. No officer, member, or employee of the City and no members of its governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. The Designer's attention is specifically called to the Conflict of Interest Law, M.G.L. c. 268A.
16. Interest of Designer. The Designer covenants that he has neither presently nor during the period of this Agreement shall have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Designer further covenants that in the performance of this Agreement no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials of the City, (b) instances where the Designer during the period covered by the Agreement was connected as an officer or employee of the City, (c) instances where the Designer has an interest in the Community Development Department or any parcels of land therein, covered by the work to be performed under this Agreement.

17. Assignability. The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.
18. Findings Confidential. Any reports, information, data, etc. given to or prepared or assembled by the designer under this Agreement which the City requests to be kept as confidential shall not be made available to any individual or organization by the Designer without the prior written approval of the City.
19. Officials Not to Benefit. (Applicable to Contracts Pertaining to Community Development Department) No Members or Delegates to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.
20. Identification of Documents. (Applicable to Contracts Pertaining to Community Development Department) All reports, maps, and other documents completed under this Agreement other than documents exclusively for internal use within the City, shall carry the following notation on the front cover or title page, (or in the case of maps, in the title block):  
  
“The preparation of this (report, map, document, etc.) was financially aided through the Department of Planning and Community Development of the City of Lawrence.”
21. Publication, Reproduction and Use of Material. (a) Material produced in whole or in part under this Agreement shall not be subject to Copy right, except by the City, in the United States or in any other country. The City or its duly authorized representatives have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. (b) The Designer hereby agrees to provide to the City copies of the draft of the report, and associated material, in sufficient number, as may be requested by the City for review and/or working purposes. (c ) The Designer hereby agrees to provide copies of the final report as indicated in Schedule A, Scope of Services.  
  
The Owner acknowledges that the work product for this project was designed to be project specific and use of the work product for any other project or use has liability ramifications and is done purely at the Owner’s own risk and the Architect shall not be liable in any way for its reuse or any consequences arising out of its reuse. The Owner shall indemnify, defend, and hold harmless the architect for any and all actions resulting from its reuse.
22. Commission Prohibited. The Designer warrants that he has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the City the right to terminate this Agreement, or, in its discretion, to deduct from the Designer’s fee the amount of such commission, percentage brokerage, or contingent fee.
23. This Contract is made subject to all laws of the Commonwealth of Massachusetts.

24. Jurisdiction and venue exclusively in Essex County, Massachusetts. This contract is executed and delivered in the Commonwealth of Massachusetts and is governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. The parties hereto expressly agree that the sole and exclusive place, status, and forum of this agreement shall be the County of Essex, Massachusetts. If either party to this contract brings any action or proceeding, including any arbitration or litigation, against the other party arising out of this agreement, that proceeding shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within Essex County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the County of Essex, or the United States District Court sitting in Boston, Massachusetts. Accordingly, each party hereby irrevocably submits to the exclusive jurisdiction of the courts of Essex County for purposes of any such proceeding, unless the parties identify a more suitable and agreeable jurisdiction and venue and all the parties consent to the more suitable and agreeable jurisdiction and venue in writing.
25. INTENTIONALLY OMITTED
26. The Designer shall where applicable take out and maintain during the term of this agreement such Workmen’s Compensation Insurance as may be reasonably necessary to protect the Designer from claim under General Laws c. 152 (the Workmen’s Compensation Law).
27. Insurance Requirements. (A) Designer shall procure and maintain insurance as set forth below with companies licensed to do business in the Commonwealth of Massachusetts, having an A.M. Best Company rating of “A-, VII” and otherwise satisfactory to the City. Designer shall cause the City to be listed as additional insured on any applicable general liability insurance policy carried by Designer including excess liability and auto, as follows: “City of Lawrence, its successors and/or assigns, as their interests may appear.” (B) Designer shall deliver to the City insurance certificates and copies of policies of insurance evidencing the coverages indicated herein. Such insurance policies shall be furnished prior to the execution of the Agreement and at renewals thereafter during the life of the Agreement. (C) All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to the City. (D) At any time, the City may request that Designer or its Consultants, at Designer’s sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified herein. If so requested by the City, and if commercially available, Designer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by the City.

The limits of liability for the insurance required by this Agreement are as follows:

1. Designer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Each Accident: \$100,000
  - 2) Disease, Policy Limit: \$500,000
  - 3) Disease, Each Employee: \$100,000
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - 2) Personal and Advertising Injury: \$1,000,000
  - 3) General Aggregate: \$2,000,000
  - 4) Products/Completed Operations Aggregate: \$2,000,000
- d. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
  - Each Accident \$1,000,000
- e. Professional Liability –written on a claims-made basis
  - 1) Each Claim Made \$3,000,000

- 28. The Designer agrees and shall require any sub consultant to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious creed, national origin or age. The designer agrees and shall require any sub- designer to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.
- 29. The Designer shall keep himself fully informed of all Applicable Laws and Regulations, and State and Federal laws which in any manner affect the work herein specified. The Designer shall at all times observe and comply with said ordinances, regulations or laws, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Designer, his agents or employees.
- 30. Audit and Inspection. (a) At any time during normal business hours, and as often as the City, HUD/or representatives of the Comptroller General of the United States may deem it necessary, there shall be made available to audit, examine and make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records or personnel conditions of employment and other data relating to all matters covered by the Contract. (b) For a period of three years after final payment under this Agreement, the Designer shall make its work papers, records and other evidence of audit available to the City or its duly authorized representatives.
- 31. The Designer shall furnish such information, estimate or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.

32. The Designer shall pay and be exclusively responsible for all debts for labor and material contracted for by Designer for the rental of any appliance or equipment hired by Designer and/or for any expense incurred on account of services to be performed under this Contract.
33. INTENTIONALLY OMITTED
34. INTENTIONALLY OMITTED
35. This Contract is subject to the availability of an appropriation therefore.
- 35.1 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c.44, s. 53A.
- 35.2 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Designer which would cause total claims or payments under this Contract to exceed the amount so certified.
36. Any waiver, expressed or implied, by the City or the Official of any rights, terms or conditions of this Contract shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of waiver.
37. Construction Contract Procurement. The Awarding Authority shall reproduce, advertise and distribute the bid documents necessary for the competitive procurement of the Construction Contract and shall conduct the procurement process with the assistance of the Designer as provided in Section 4.3 of this Contract.
38. Staffing; Time of Essence. The Designer's personnel who shall provide services under this Contract are those listed in Attachment C. The Designer shall provide sufficient personnel to complete the services required by this Contract in a continuous and timely manner and shall meet the Approved Contract Schedule agreed upon in accordance with Section 4.1 of this Contract. Time is of the essence of this Contract.
39. Standard of Care. The Designer agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice.
40. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays caused by events described this

Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

41. Attachments. Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

Schedule A - Scope of Services

Schedule B - Compensation and Method of Payment

- Attachment – Fee Schedule

Schedule C – Deliverables and Schedule

Schedule D - Attestation Pursuant to M.G.L. c.62c, sec.49A

Schedule E - Certificate of Good Standing

Schedule F – Clerk Certificate

Schedule G – Certificate of Non-Collusion

Schedule H – Designer’s Certification

**SCHEDULE A**  
**SCOPE OF SERVICES**

## **SCHEDULE B**

### **COMPENSATION AND METHOD OF PAYMENT**

Individual projects, under this on-call agreement, will be issued as Task Orders covered by Purchase Orders. For each project, the designer will be requested to submit a proposed scope of services and engineering fee, based on hourly billing rates. (see attached fee schedule).

The City will pay the designer for basic services performed plus reimbursable expenses. Progress payments for Basic Services for each phase of work shall be made in proportion to the services performed.

All invoices submitted, in the manner stated above, will be processed and forwarded to the City Auditor's Office for payment within forty-five (45) days, provided the materials, supplies and/or services have been delivered and/or rendered, as directed and accepted by the City of Lawrence.

Change Orders and Modifications. The Designer shall be compensated in accordance with the rates set forth in the fee proposal for the services of its employees and any Consultant or for the preparation of modifications, change orders and supporting data. Neither the Designer nor its consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of the bid documents, or that were occasioned by the Designer's errors or omissions, as reasonably determined by the executive head of the Awarding Authority. [M.G.L. c. 7C, s. 51, 53] The Designer shall not be compensated for any services involved in preparing changes required to make unit price adjustments due to existing conditions, nor for services involved in change orders for time extensions only other than the time required for the review and approval of said change. Changes for which the Designer receives no compensation under this Article shall be called "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not waive the Awarding Authority's legal remedies regarding such changes. In the event of changes in the scope of services, the City may negotiate with the architect/engineer, an equitable adjustment to the original contract amount.

**The total contract amount shall not exceed \$.**



## **SCHEDULE C**

### **DELIVERABLES AND SCHEDULE**

The services described in Schedule A, Scope of Services shall be performed upon full execution of this contract and receipt of a Notice to Proceed issued by the Lawrence Public Schools.

**Time and Performance** (subject to change)

The Designer's schedule for preparing, delivering and obtaining City's approval for Basic Services shall be as follows:

- Schematic Design/Preliminary Study Documents within 30 calendar days from the date of receipt of a Notice to Proceed.
- Design Development Documents within 80 calendar days from the date of receipt of written approval by the City of Schematic Design/Preliminary Study Documents.
- Bidding, Construction and Contract Documents within 15 calendar days from the date of receipt of written approval by the City.

**SCHEDULE D**

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 I, to my best knowledge and belief have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
\*Signature of Individual  
or Corporate Name (Mandatory)

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

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if Applicable)

Date: \_\_\_\_\_

\* 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.

**SCHEDULE E**

**STATEMENT OF GOOD STANDING**

In accordance with State and Federal regulations, I \_\_\_\_\_

hereby certify that we are not disbarred, suspended or otherwise excluded from receiving funds or bidding on any project by any State or Federal agency.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SCHEDULE F**

**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)

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

\_\_\_\_\_, \_\_\_\_\_ of this Organization  
(Name) (Officer)

is authorized to 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 seal of the  
(Officer)

Organization shall be valid and binding upon this Organization.

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Organization)

and that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
(Name) (Officer)

of 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

**SCHEDULE G**

**CERTIFICATE OF NON COLLUSION**

The undersigned certifies under 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 certificate the word “person” shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Person

\_\_\_\_\_  
Name of Business

SCHEDULE H

**DESIGNER'S CERTIFICATION**

I hereby certify that as the designer or construction manager I have not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of the contract for design services.

I hereby certify that no consultant to, or sub consultant for, \_\_\_\_\_ has given, offered, or agreed to give

*Company*  
any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub consultant of a contract by the designer or construction manager.

I hereby certify that no person, corporation, or other entity, other than a bona fide full-time employee of \_\_\_\_\_, has been retained or hired

*Company*

by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding the such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer.

I hereby certify that as the designer or construction manager, I have internal accounting controls as required by M.G.L. c. 30, §39R(c) and that I have filed and will continue to file an audited financial statement as required by M.G.L. c. 30, §39R(d).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

**\*\*SIGNATORIES\*\***

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate as of the day first written above in the City of Lawrence, Essex County, Massachusetts.

DESIGNER

CITY OF LAWRENCE

Reviewed and Authorized by:

By \_\_\_\_\_  
Date

By \_\_\_\_\_  
Juan P. Rodriguez Date  
Interim Superintendent of Schools

I hereby certify this contract complies with the provisions of M.G.L. Chapter 7C:

I hereby certify that no appropriation is available for and encumbered against this contract. The vendor will receive a City purchase order which will be authorization to ship the supplies and/or render services.

By \_\_\_\_\_  
Walter H. Callahan, MCPPO Date  
Procurement Official

\$  
Fund  
Account

APPROVED AS TO FORM:

By \_\_\_\_\_  
Timothy Houten Date  
City Attorney

By \_\_\_\_\_  
Ramona A. Ceballos, CPA Date  
Comptroller

By \_\_\_\_\_  
Mark J. Ianello, CPA Date  
CAFO

By \_\_\_\_\_  
Brian A. DePeña Date  
Mayor