

ON-CALL BRIDGE ENGINEERING SERVICES REQUEST FOR QUALIFICATIONS



CITY OF LAWRENCE, MASSACHUSETTS

RELEASED: June 22, 2026 at 1:00 PM

DUE BY: July 8, 2026 at 1:00 PM

DELIVER TO:

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

REQUEST FOR QUALIFICATIONS CITY OF LAWRENCE, MASSACHUSETTS ON CALL BRIDGE ENGINEERING SERVICES

Proposals due date: Tuesday July 8, 2026 at 1:00 PM

SECTION 1: INTRODUCTION

INTRODUCTION

The City of Lawrence, Massachusetts (the “City”) is issuing this Request for Qualifications (RFQ) to identify and retain a qualified Bridge Engineering Firm to provide comprehensive, on-call structural engineering services for bridge projects within the City’s jurisdiction. The selected firm will serve as the City’s primary bridge engineering resource, responding to project needs as they arise over the term of the contract.

Lawrence is a historically significant industrial city situated along the Merrimack River and intersected by a network of power canals that remains integral to the City’s urban fabric. The City’s bridge inventory includes structures spanning the Merrimack River, the Spicket River, the North Canal, the South Canal, and associated waterways. Many of these bridges are of significant age, constructed with materials and methods that require specialized knowledge and sensitivity to historic context.

The City also requires that the selected firm demonstrate a proven ability to respond promptly and effectively to emergency bridge situations, including load postings, emergency closures, interim repairs, and coordination with MassDOT, the Federal Highway Administration (FHWA), and other regulatory agencies.

PROJECT TIMELINE

This on-call contract will extend for a period of three years. The City of Lawrence will have two individual one-year renewal options, each exercisable at the sole discretion of the City.

SECTION 2: SCOPE

The selected firm will be engaged on an on-call, task-order basis for the following general categories of bridge engineering services:

2.1 Bridge Design and Rehabilitation

- Preliminary and final design of bridge replacements, rehabilitation projects, and superstructure/substructure repairs
- Load rating analyses and updates in accordance with AASHTO MBE and MassDOT guidelines
- Preparation of bridge plans, specifications, and estimates (PS&E packages) suitable for MassDOT Chapter 85 submissions or a MassDOT TIP Project.
- Complex bridge design tasks requiring advanced structural analysis, including structures with unusual geometry, historic fabric, or constrained urban site conditions
- Canal bridge design and rehabilitation, including structures over active waterways subject to the Federal Energy Regulatory Commission (FERC).

2.2 Inspection Services

- Routine NBIS-compliant bridge inspections in accordance with FHWA and MassDOT standards
- Damage or Emergency Scour Inspections
- Preparation and submission of NBI inspection reports
- Fracture Critical Inspections as warranted

2.3 Emergency Response Services

- Rapid response to bridge emergency situations, including vehicle impacts, scour events, critical findings or fire
- Field assessment and documentation of emergency conditions
- Development of interim repair plans, shoring designs, or load restriction recommendations
- Coordination with MassDOT District 4, FHWA, and City emergency management personnel
- On-call availability with response within 2 hours

2.4 Planning and Advisory Services

- Bridge asset management support and capital improvement planning
- Review of third-party bridge reports and plans
- Structural review of utility attachment requests
- Permit applications and regulatory coordination (MEPA, USACE, MassDEP)
- General structural engineering advisory services for bridge-related matters

SECTION 3: PROCUREMENT METHOD AND LEGAL AUTHORITY

This procurement is conducted as a qualifications-based selection (QBS) in strict accordance with the following legal authorities:

- Brooks Act, 40 U.S.C. §§ 1101–1104, which governs the procurement of architect-engineer services on federally funded projects and mandates selection based solely on professional qualifications, followed by negotiation of a fair and reasonable fee with the most qualified firm
- Massachusetts General Laws Chapter 7C, §§ 44 through 58 (the “Design Professional Selection Law”), which establishes similar qualifications-based procurement requirements for state and municipally funded design services

In accordance with these authorities, the City will evaluate and rank respondents based exclusively on their professional qualifications, demonstrated competence, and relevant project experience. Fee proposals shall not be included in the Statement of Qualifications (SOQ) and will not be considered during evaluation. Fee negotiations will be conducted exclusively with the highest-ranked firm following the City’s determination of qualification rankings.

Any firm that includes fee information in its SOQ will be disqualified from consideration.

SECTION 4: MASSDOT PREQUALIFICATION REQUIREMENTS

The City of Lawrence requires that the responding firm hold active MassDOT Prequalification in the following work type categories at the time of submittal and throughout the term of any resulting contract:

Category	MassDOT Prequalification Category	Relevance to Scope
G	Complex Bridge Design and Rating	Bridge design, rehab, and load rating tasks
C	Intermediate Roadway Design	Roadway design associated with bridge approach work

Firms must provide a copy of their current MassDOT Prequalification Certificate confirming the above categories as an appendix to the SOQ. Failure to hold active prequalification in both required categories will result in disqualification.

SECTION 5: EVALUATION CRITERIA

Statements of Qualifications will be evaluated by a Selection Committee comprised of City of Lawrence staff. Firms will be ranked based on the following weighted criteria:

Evaluation Criterion	Weight	Key Considerations
Demonstrated Experience with Similar Bridges and Canal Structures	30%	Experience with aging urban bridges, river crossings and canal bridges comparable to Lawrence’s inventory; canal bridge design and rehab, grant applications and management
Firm and Staff Qualifications	25%	Licenses (PE), MassDOT prequalification, relevant certifications, years of experience, team breakdown
Experience with Similar On-Call Bridge Engineering Contracts and Grant Applications	20%	Prior municipal or state DOT on-call bridge contracts; responsiveness; ability to manage multiple concurrent task orders
Emergency Bridge Response Capability	15%	Demonstrated experience responding to bridge emergencies; availability; past emergency project examples; coordination with MassDOT and FHWA
Project Approach and Understanding of Scope	10%	Quality of narrative; understanding of the City’s needs; proposed staffing and project management approach

SECTION 6: STATEMENT OF QUALIFICATIONS REQUIREMENTS

Respondents shall submit a Statement of Qualifications (SOQ) organized in the following format. SOQs shall not exceed 20 pages (10 sheets front and back), exclusive of appendices. All pages shall be 8.5" x 11", using a minimum 11-point font. Submissions must be provided in both printed (3 copies, bound) and electronic (PDF) format.

Cover Letter

- One-page maximum signed by a principal of the firm authorized to bind the firm
- Confirmation that the firm holds active MassDOT Prequalification in both required categories
- Confirmation that no fee information is included in the SOQ
- Primary point of contact name, title, phone, and email
- Acknowledgement of all Addenda

Firm Overview

- Brief description of the firm, including founding date, size, office locations, and organizational structure
- Description of the firm's bridge engineering practice, areas of specialization, and relevant capabilities
- Identification of the office and personnel that would serve the City of Lawrence

Key Personnel

- Provide resumes or summary profiles for key individuals proposed to work on City of Lawrence projects
- Include: education, professional registrations (PE, SE, state of licensure), NBIS inspection certifications, relevant certifications, and years of experience
- Identify the proposed Project Manager and lead bridge engineer, and describe their roles
- Identify staff available for emergency response

Relevant Project Experience

Firms must provide specific, verifiable project information demonstrating prior work on bridges similar to those found in the City of Lawrence. Include for each project:

- Project name, bridge number (if applicable), and location
- Structure type, span length, year of construction, and material
- Scope of services performed by the firm
- Project completion date or current status
- Client name and contact information (for reference verification)

Canal bridge projects should be identified explicitly and described with sufficient detail to allow the Selection Committee to assess the depth of the firm's experience with the unique characteristics of these structures, including masonry substructures, constrained waterway geometry, and coordination with canal/waterway regulatory requirements.

Emergency Response Capability

- Narrative describing the firm’s emergency bridge response protocols and resources
- Examples of prior emergency bridge response projects, including the nature of the emergency, the firm’s response, and the outcome
- Any relevant experience with emergency coordination with MassDOT District 4 or FHWA Region 1

On-Call Contract Experience

- List of current and recent on-call or indefinite-delivery/indefinite-quantity (IDIQ) bridge engineering contracts
- For each: client, contract term, approximate task order volume, and description of services provided

Appendices

- Copy of current MassDOT Prequalification Certificate (required)
- Required Forms (attached to this RFQ)
- Certificate of Good Standing from the Commonwealth of Massachusetts (or evidence of authorization to do business in Massachusetts)
- Current SF 330 (optional but encouraged)

SECTION 7: SCHEDULE & SELECTION PROCESS

Qualifications must be received before 1:00 PM EDT on Wednesday July 8, 2026, in the Office of the City Clerk, Room 107, 200 Common Street, Lawrence MA 01840. Qualifications must be sealed and prominently marked with the RFQ number, title, due date, time, and name of the proposer on the outside envelope. Faxed or electronic-only submissions of the requested proposal are not acceptable.

RFQ Issued	June 22, 2026 at 1:00 PM
Questions Due	June 30, 2026 at 1:00 PM
Addendum (if needed)	July 2, 2026 at 5:00 PM
Qualifications Due	July 8, 2026 at 1:00 PM
Interviews (if necessary)	Week of July 20, 2026
Anticipated Notice of Award	July 27, 2026
Anticipated Start Date	TBD based on assignments

The City reserves the right to conduct interviews with shortlisted firms prior to making a final ranking determination. If interviews are held, firms will be notified of the interview format and required participants in advance.

SECTION 8: GENERAL INSTRUCTIONS AND CONDITIONS

1. Pursuant to M.G.L., the City of Lawrence seeks responses from qualified vendors interested in providing the services listed herein. **Respondents shall submit three (3) copy of their qualifications in a sealed envelope and properly labeled as “Sealed Qualifications – On-Call Bridge Engineering Services”**. This envelope shall also contain a flash drive with an electronic (PDF) copy of their Statement of Qualifications. Qualifications are due on or before **1:00 PM on Tuesday July 8, 2026** at the Office of the City Clerk, Room 107, 200 Essex Street, Lawrence, MA 01840. Late responses will not be considered.
2. The Purchasing Agent, after a recommendation from the initiating department head and Selection Committee shall review and award.
3. If any changes are made to this RFQ, an addendum will be issued. Addenda will be emailed to all respondents on record as having received the RFQ package. If the City issues any addenda to this RFQ, each respondent shall acknowledge on the Cover Letter the receipt of each addendum by addendum number.
4. **Questions** concerning this RFQ must be submitted in writing via email to Dan McCarthy before the date and time listed herein **at dmccarthy@cityoflawrence.com**. Written responses will be emailed to all respondents on record as having received the RFQ package. The City of Lawrence has identified a sole point of contact with respondents for the purpose of this RFQ. Any attempt to contact any other City of Lawrence employee or to circumvent these procedures in any manner may be grounds for disqualification of the respondent from the procurement process.
5. All qualifications received by the City in response to this RFQ shall be considered “firm”. A proposer may correct, modify or withdraw a response by sealed written notice clearly marked as a correction, modification or withdrawal and received in the Office of Planning and Development prior to the time and date set forth for response submission.
6. After the qualifications submission deadline, a vendor may not change any provision of the response in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended response are clearly evident on the face of the response document, the mistake will be corrected to reflect the intended correct response and the proposer will be notified in writing; the proposer may not withdraw the response. A proposer may withdraw a response if a mistake is clearly evident on the face of the response document, but the intended correct response is not similarly evident.
7. The City reserves the right to cancel this RFQ, or reject in whole or in part any and all responses, if the City determines that cancellation or rejection serves the best interests of the City. Qualifications which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.
8. It is prohibited for any response to be submitted that would constitute a violation of the conflict of interest statute, M.G.L. chapter 268A.
9. This Request for Qualifications (RFQ), with all of its terms and conditions, will be part of the contract.
10. Only invoices referencing a valid purchase order authorized by the City of Lawrence Comptroller and Purchasing Agent will be processed for payment.

SECTION 9: STATEMENT OF QUALIFICATION

This form must be completed and submitted with the response.

Statement of Qualification

This statement is to certify that _____ has been in the business
(Company name)

of _____
(Service(s) provided)

for a period of _____ years. We, _____, have the ability to
(Company name)

perform the type, magnitude and quality of work within the scope for the services specified herein. This company ___ has ___ has not been involved in any bankruptcy proceedings within the last five years. (If the company has been involved in bankruptcy proceedings, please give a detailed description below.) This company ___ has ___ has not undergone a name change within the last five years. (If the company name has changed, please provide a detailed description below.)

Contractor Ability/Description:

Bankruptcy proceedings:

Name change information:

I certify to the best of my knowledge that all information above is true and correct.

Authorized Signature

Position in Company

Date

SECTION 10: CLERK CERTIFICATE

Clerk Certificate

Authorization to Sign Contract

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

_____ held on
Name of Organization

_____ at which all the Trustees/Directors were present and waived
Date

notice, it was VOTED, that _____, _____
Name ***Officer***

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

I hereby certify that I am the clerk of the _____
Name of Organization

and that _____ is the duly elected _____
Type 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

SECTION 11: CERTIFICATE OF TAX COMPLIANCE

CERTIFICATE OF TAX COMPLIANCE

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

*Social Security Number or
Federal Identification Number*

*Signature of Individual or
Corporate Name*

*Corporate Officer
(if applicable)*

SECTION 12: CERTIFICATE OF NON-COLLUSION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of person submitting contract/response

Date

Name of Business

SECTION 13: STANDARD CONTRACT

CITY OF LAWRENCE
STANDARD CONTRACT

This AGREEMENT made as of _____ by and between _____, hereinafter referred to as “the Contractor”, 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 Contractor to render certain services hereafter described,

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

****GENERAL PROVISIONS****

1. Employment of Contractor. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth.
2. Scope of Services. The Contractor 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 of 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 Contractor 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 Contractor 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 Contractor 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 Contractor, or which will incur costs beyond the total cost specified in Paragraph 8, shall be handled in accordance with Paragraph 13 hereof.
4. Data to be furnished to Contractor. All information, data and reports as are

existing, available, and necessary for the carrying out of work, shall be furnished to the Contractor upon request without charge by the City, and the City shall cooperate with the Contractor in the carrying out of the Scope of Services.

5. Personnel. (a) The Contractor 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 Contractor. (b) All of the services required hereunder will be performed by the Contractor 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 Contractor certifies that he 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 Contractor and Contractor's employees, agents, servants or other persons for whose conduct the contractor 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 Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the city. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor 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 Contractor, its agents or employees.
7. Duration. The services of the Contractor 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 contractor 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 Contractor 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 Contractor 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 Contractor during the period covered by the invoice.
- 8.2 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities.
9. Reimbursable Expenses. The City agrees to reimburse the Contractor only for those direct costs incurred by the Contractor 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 Contractor for travel or other expenses, the Contractor 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 Contractor shall fail to fulfill in a timely manner all obligations under this Agreement, or in the Contractor 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 Contractor 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 Contractor. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Agreement shall, at the

option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Notwithstanding the above, the Contractor 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 Contractor, and the City may withhold any payments to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

11. Termination for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 10 above shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor 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 Contractor 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 contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation or any change in the work schedule, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
13. If the Contractor shall provide services in a manner which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services or shall provide services which are not satisfactory to the City, the City, in the alternative, may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor.
 - 13.1 If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.
 - 13.2 The Contractor shall not be liable for any damages sustained by the City due to the Contractor'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 Contractor 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 Contractor 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 function 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 Contractor's attention is specifically called to the Conflict of Interest Law, M.G.L. c. 268A.
16. Interest of Contractor. The Contractor 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 Contractor 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 Contractor during the period covered by the Agreement was connected as an officer or employee of the City, (c) instances where the Contractor 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 contractor under this Agreement which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor 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 here from.

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 Contractor 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 work purposes. (c) The Contractor hereby agrees to provide copies of the final report as indicated in Schedule A, Scope of Services.

22. Commission Prohibited. The Contractor 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 Contractor'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. The Contractor shall provide, all its sole expense, all necessary licenses, permits of other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

25. The Contractor 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 Contractor from claim under General Laws c. 152 (the Workmen's Compensation Law).

26. The Contractor agrees and shall require any subcontractor 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 contractor agrees and shall require any subcontractor 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.

27. The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall protect 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 Contractor, his agents or employees.
28. 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 Contractor shall make its work papers, records and other evidence of audit available to the City or its duly authorized representatives.
29. The Contractor shall furnish such information, summaries or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.
30. The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment used by Contractor and/or for any expense incurred on account of services to be performed under this Contract.
31. The Contractor shall bear all loss resulting from any cause before performance of service if the service or work product fails to conform to specifications.
32. The Contractor shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this Contract.
33. This Contract is subject to the availability of an appropriation therefor.
 - 33.1 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.
 - 33.2 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 Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

34. 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.
35. 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

Schedule C - Work Program and Schedule

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

Schedule E – Statement of Good Standing

SAMPLE COPY

SCHEDULE A
SCOPE OF SERVICES

SAMPLE COPY

SCHEDULE B

COMPENSATION AND METHOD OF PAYMENT

All invoices are to be submitted in duplicate to the Department of Public Works, 200 Common Street, Lawrence, MA 01840, Attention: Accounts Payable. Only invoices referencing a valid purchase order, authorized by the City of Lawrence's Purchasing Agent and Comptroller, will be processed for payment.

All invoices submitted, in the manner stated above, will be processed and forwarded, to the City Auditor's Office, for payment, within sixty (60) days, provided the materials and/or supplies have been delivered, as directed, and accepted by the Department of Public Works.

The contractor is required to pay prevailing wages as listed on the attached Prevailing Wage Statement.

The amount of this contract shall not exceed \$

SAMPLE COPY

SCHEDULE C
DELIVERABLES AND SCHEDULE

SAMPLE COPY

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.

SAMPLE COPY

*Signature of Individual or Corporate Name (Mandatory) **Social Security Number (Voluntary) or Federal Identification Number

By: _____ Date: _____
Corporate Officer
(Mandatory, if Applicable)

- * 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

SAMPLE COPY

****SIGNATORIES****

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

CONTRACTOR

CITY OF LAWRENCE

By _____
Date

Reviewed and Authorized by:

By _____
Department Head Date

I hereby certify this contract complies with the provisions of M.G.L. Chapter 10, § 19M:

By _____
Procurement Officer Date

By _____
Mayor Date

SAMPLE COPY

APPROVED AS TO FORM:

By _____
City Attorney Date

I hereby certify that an appropriation is available for and encumbered against this contract in the amount of:
\$
Fund
Account

This contract is subject to the availability of an appropriation. No payments shall be Processed without a fully executed purchase order certifying that funds are available for said purchase.

By _____
Comptroller Date