

**CITY OF GARDNER**  
PURCHASING DEPARTMENT  
95 Pleasant Street, Room 217  
Gardner, MA 01440  
978-632-0426

INVITATION FOR BIDS  
(Pipe Relining, Labor)  
MGL Chapter 30, 39m

PROCUREMENT # 2026-048

ISSUE DATE: June 22, 2026

CITY OF GARDNER  
Joshua Cormier, CPO, MCPPO  
Director of Purchasing  
[jcormier@gardner-ma.gov](mailto:jcormier@gardner-ma.gov)

Required Submission Date: Wednesday, July 8, 2026, at 12:00 PM local time

Deliver Submission To: Purchasing Department, 95 Pleasant Street, Room 217, Gardner, MA 01440

Sealed Envelope Marked: "MOBILITY PLAN, DASHBOARD AND PARKING GARAGE PRELIMINARY PLAN RFQ"

Last Day for Questions: Thursday, July 2, 2026, at 12:00 PM

Charges for Bid Documents: None

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CITY OF GARDNER  
PURCHASING DEPARTMENT

REQUEST FOR QUALIFICATIONS

DONWTOWN MOBILITY PLAN, ASSET MANAGEMENT DASHBOARD  
AND PARKING GARAGE PRELIMINARY PLAN

In accordance with Massachusetts Designer Selection Law, M.G.L. Chapter 7C, Sections 44-57 (formerly M.G.L. Chapter 7, Sections 38 A ½-O), the City of Gardner is seeking Professional Engineering, Design and Planning Consulting Services associated with the implementation of a RAISE grant awarded by the United States Department of Transportation to the Massachusetts Department of Transportation and subgranted to the City of Gardner for the development of a Downtown Mobility Plan, Curb and Asset Management Dashboard and a Feasibility Study and Preliminary Plan for a Downtown Parking Garage. The fee for the work stated in the Scope of Services in this RFQ shall not exceed the \$1,253,500 limit. The City will negotiate a fee with the top-ranked proposer.

The City of Gardner is an Affirmative Action/Equal Opportunity Employer and proposals from qualified minority and women owned business firms are encouraged. The City of Gardner reserves the right to reject proposals, waive technicalities, and to make awards deemed to be in the best interest of the City.

Interested firms may request RFQ packages by registering on <http://www.gardner-ma.gov/Bids.aspx>. RFQ proposals are due no later than 12:00 PM on July 8, 2026. Packages should be clearly marked with the words “**MOBILITY PLAN, DASHBOARD AND PARKING GARAGE PRELIMINARY PLAN RFQ**” in the lower left portion of the package.

City of Gardner  
Joshua Cormier  
Purchasing Director

In The Gardner News June 24, 2026

**REQUEST FOR QUALIFICATIONS  
DOWNTOWN MOBILITY PLAN, ASSET MANAGEMENT DASHBOARD and  
PARKING GARAGE PRELIMINARY PLAN**

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City of Gardner  
Joshua Cormier  
Purchasing Director

## CITY OF GARDNER

### REQUEST FOR QUALIFICATIONS DOWNTOWN MOBILITY PLAN, ASSET MANAGEMENT DASHBOARD and PARKING GARAGE PRELIMINARY PLAN

In accordance with Massachusetts Designer Selection Law, M.G.L. Chapter 7C, Sections 44-57 (formerly M.G.L. Chapter 7, Sections 38 A ½-O), the City of Gardner is seeking Professional Planning, Design and Engineering Consulting Services.

#### Scope of Services

The City of Gardner envisions an inclusive, vibrant and walkable downtown area with plenty of housing options, good paying jobs, entertainment alternatives, restaurants, retail, public art and open plazas. Transportation is a key and central aspect of this transformation. A multimodal approach is essential to guarantee access and reliable mobility options to all users and abilities. For this purpose, the City was awarded grant funds from the United States Department of Transportation through the Massachusetts Department of Transportation to complete a Downtown Mobility Plan. The plan will be comprised by a series of studies (pedestrian access, micromobility, microtransit feasibility, among others), planning activities, and design and engineering related to the West Street parking garage. The Downtown Mobility Plan will provide the baseline for the data-informed planning process, strong community engagement opportunities, and will guide future interventions, policies and priorities.

As part of their proposal the proposer will develop a work plan consistent with this Scope of Services identifying the tasks, timelines, and costs associated with each. While Task 1 below is the first step to be carried out, the other tasks may vary in the order they are performed. The proposed timing of each task should be included in the proposal. The proposal should also include a description of opportunities for community engagement related to tasks 2-7, including opportunities for both residents and business owners.

#### **Downtown Mobility Plan**

##### Task 1: Data Review, Existing Conditions Analysis, and Project Kickoff

- Review of Background Data and Information: Review the City's Draft/Final Comprehensive Master Plan, Downtown Urban Renewal Plan, and materials associated with the development of the City's Safety Action Plan. These documents will assist the project team by providing a broad understanding of existing conditions, opportunities, goals, and challenges.
- Schedule and Conduct a Kick-off Meeting: Work with City staff to schedule and conduct a kick-off meeting to establish communication protocol/process, set clear expectations, gain insight into the City's previous and current initiatives and challenges affecting the community, identify additional data needed and key stakeholders to involve, and discuss any project concerns.

##### Task 2: Pedestrian Accessibility and Connectivity Analysis

- Pedestrian Accessibility Analysis: Identify gaps in connectivity and prioritize corridors for improvements, focusing on routes connecting key destinations like the Gardner Housing Authority and the Waterford Street Community Center.
- Network Connectivity: Study the best ways to address missing links in pedestrian infrastructure to promote safe and accessible walking routes to essential services and recreational facilities.

##### Task 3: Micromobility Feasibility and Bicycle Lane Development Studies

- Micromobility Feasibility: Study potential demand for shared mobility options like e-bikes and scooters to enhance non-motorized travel within downtown.
- Bicycle Lane Development: Study the replacement of outdated "sharrows" with modern, dedicated bicycle lanes along main corridors to enhance cyclist safety, addressing concerns after recent fatalities.

#### Task 4: Microtransit Feasibility Study and Mobility Hub Plan

- Microtransit Feasibility: Conduct a detailed analysis in collaboration with Montachusett Regional Transit Authority and Massachusetts Department of Transportation to evaluate microtransit options, leveraging findings from the 2023 Central Massachusetts Regional Planning Commission Microtransit Suitability Analysis.
- Mobility Hub Feasibility: Plan for a transit hub at the Gardner City Hall and Connors Street bus stop, incorporating shelters, seating, wayfinding, lighting, and real-time arrival displays to improve transit access and safety.

#### Task 5: Nature-Based Solutions Feasibility Study and Downtown Beautification

- Green Infrastructure: Study the introduction of street trees, planters, and parklets along priority corridors to connect recreational areas like Greenwood Hill, Wilder Field, and the North Central Pathway.
- Heat Island Mitigation: Study the use of green infrastructure like street trees and planters to improve air quality and reduce urban heat effects while promoting pedestrian-friendly streets.
- Public Art Installations: Collaborate with local artists to develop a plan for the creation of interactive art pieces that celebrate Gardner's history as the "Chair City," enhancing public spaces with innovative, community-driven designs. Activities related to this will be coordinated with MassDOT and federal partners to ensure that any public art installations are in the public interest and do not interfere with traffic safety.

### **Curb and Asset Management**

#### Task 6: Curb and Asset Management

- Curb and Assessment Management Dashboard Development: Develop a comprehensive web-based dashboard for displaying City transportation assets for the benefit of the public and City staff. The dashboard will include the location of the various assets (roads, sidewalks, curb ramps, bicycle parking, guardrails, signals, signs, parking, EV charging, and culverts) as well as condition data as it is available from local, regional, and state sources. The project will include data aggregation and summarization at the City-wide level, as well as the street, neighborhood, or district level. In addition to assets, the dashboard will include an investment component displaying and tracking local investments across the city to inform the public and policymakers how funding is being allocated.
- Smart Parking Systems: Explore mobile apps and kiosks for parking reservations, real-time availability, and payment. Consider retrofitting parking meters for bike parking.
- Curbside EV Charging: Identify key corridors for on-street EV charging and integrate these into a curb management strategy to balance competing uses.

### **Downtown Parking Garage**

#### Task 7: Downtown Parking Garage Feasibility Study and Preliminary Design

Prepare a preliminary design of a solar powered, four-story parking garage with EV charging stations

and bicycle cages on West Street in Downtown Gardner.

- Pre-Design and Feasibility Analysis:
  - Demand Analysis: Assess current and projected parking needs for downtown residents, businesses, and visitors to ensure the garage size aligns with demand.
  - Site Analysis: Evaluate the West Street location for environmental, geotechnical, and zoning constraints. This includes soil testing, flood risk assessment, and adherence to zoning requirements.
  - Stakeholder Input: Engage city officials, local businesses, and community members to address concerns such as aesthetics, traffic flow, and accessibility.
- Preliminary Design of a Solar Powered, Four-story Parking Garage with EV Charging and Bicycle Cages:
  - Engineering and Utility Coordination:
    - Electrical Systems: Plan for high-capacity EV charging stations, future-proofing the garage for an increasing number of electric vehicles.
    - Drainage and Stormwater Management: Include systems to handle runoff, such as bioswales or permeable pavement.
    - HVAC Considerations: Assess the need for ventilation systems, particularly in enclosed areas, to maintain air quality.
    - Environmental Permitting: Include information regarding necessary permits related to environmental impact, such as those for stormwater or energy systems.
  - Operational Planning:
    - Smart Parking Systems: Design for integration with real-time parking availability apps and payment kiosks to enhance user convenience.
    - Maintenance Planning: Develop plans for ongoing maintenance, such as regular solar panel cleaning and EV charger repairs.
    - Revenue Management: Explore tiered parking rates, subscription models, and event-based pricing strategies.

## **Qualification Submittal Instructions**

### **A. Instructions to Proposers**

1. The City of Gardner may cancel this RFQ in whole or in part, or may reject all submittals, or may procure only some services outlined in this RFQ, whenever such action is determined to be fiscally advantageous to the City of Gardner, or if it is otherwise in the best interest of the City of Gardner.
2. The City of Gardner may request that supplementary information be furnished to assure the City of Gardner that a proposer has technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Questions or clarifications raised from these documents shall be submitted to the Purchasing Agent, in writing, and in accordance with the procedures in item B of this section.

4. Each proposer acknowledges receipt of any and all addendum, issued to the RFQ, by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the submittal.
5. Proposers may correct, modify, or withdraw the original submittals on or before the date and time as stated in the legal advertisement. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. Any correction or modification to the submittal received after the submittal due date will not be accepted. A proposer who wishes to withdraw a submittal must make a request in writing.
6. Each proposer should be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with documents shall in no way relieve any obligation in respect to submittal.
7. It is understood that the proposer's submittal will remain valid for 30 days past the submission deadline. The successful proposer's submittal shall be attached thereto and become a part of the Agreement between the City of Gardner and the proposer, the same as though therein written out in full.
8. The proposer's attention is directed at the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over these services shall apply to the Agreement throughout, and they shall be deemed to be included in the contractual Agreement the same as though herein written out in full.
9. It is understood that the proposer has submitted the Qualification submittal in good faith and without collusion or fraud with any other individuals, firms, or corporations, in creating the Qualification submittal, to subvert the market process. See attached Certificate of Non-Collusion which must be signed and returned with the submittal documents.
10. All costs involved in preparing the Qualification submittal will be borne by the proposer; the City of Gardner will not be liable for any costs associated with the creation of the Qualification submittal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for the same.
11. All responses are to include a statement that the Qualification submittal is in accordance with this Request for Qualifications and that the proposer has read and understands all sections and provisions herein. Exceptions, if there are any, are to be clearly stated.
12. Qualification submittals, which are incomplete, conditional, or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the Awarding Authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The Awarding Authority's decision or judgement on these matters shall be final, conclusive and binding.
13. Any Qualification submittal received after the due date and time stated in the legal advertisement will be deemed non-responsive and shall be returned unopened to the proposer.
14. An evaluation of the submitted qualifications will be conducted by the Purchasing Agent and members of the Selection Committee. The judgement of the evaluators will be based upon the evaluation criteria set forth in this RFQ and shall be final.
15. Funding has been awarded to the City of Gardner through a \$1,253,500 RAISE grant awarded by the United States Department of Transportation to the Massachusetts Department of Transportation and subgranted to the City of Gardner. The fee for the work stated in the Scope of Services shall not exceed the \$1,253,500 limit. The City will negotiate a fee with the top-ranked proposer.

Total funding available for this work is \$1,253,500. Once the preliminary phase has been accepted and approval has been given to advance the design by the MassDOT, the City will execute the additional design phases of the contract as funds become available.

16. The submittals will be opened within 24 hours of the date, at the time stated, and the name of the proposer will be read and recorded. The contents of all submittals will be opened privately and will not be disclosed to the public, or competing proposers, until the evaluation process is completed.
17. Any Agreement(s) resulting from this RFQ shall be awarded to the proposer(s) whose submittal is deemed to be the most highly advantageous to the City of Gardner. The evaluators, along with the Purchasing Agent, will determine whether a proposer's submittal satisfies the requirements of this RFQ and whether the submittal will prove advantageous to the City of Gardner. Assuming successful fee negotiations, the selected proposer(s) will be under contractual Agreement to the City of Gardner, per an Agreement provided by the City of Gardner (see Agreement attached at the end of this document).

After all interviews and rankings, the selected firm will attend a scoping meeting with MassDOT and then prepare and submit a fee proposal based on MassDOT's Standardized Scope of Work and Workhour Estimate Form. If a reasonable fee can be successfully negotiated, an award will be made and a contract executed. If not, the City may elect to negotiate with the second highest ranked firm and go through the same process, etc., until such time an award can be made.

Please note that the City is required to conduct a third-party detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate must be provided by a consultant or qualified engineer separate from the selected designer. This can be done before or after the selected designer is procured but must be based on the same scope of work. This estimate will need to be approved by MassDOT and FHWA before any contracting takes place with the selected consultant.

18. Response to this Request for Qualifications acknowledges the proposer's acceptance of all sections and requirements of this document. If the proposer's qualification submittal does not comply with the requirements of this request for qualifications, or if an item is not understood in any way, a copy of that section of the request for qualifications must then be included in the submittal and all its copies must clearly state the deviation, additions, or other comments. There is a ten (10) page limit on responses to the Evaluation Criteria. Answers to other sections are not included in that page limit.

## **B. Questions and Clarifications**

Questions requiring clarification shall be submitted, in writing, to the Purchasing Agent only, by 12:00 PM on Thursday, July 2, 2026, to afford the City of Gardner adequate time to respond with correction or additional information prior to the deadline for submission of qualifications. Should it be found necessary, a written addendum will be incorporated into the RFQ and will become part of the Agreement. Those who have registered online and received a copy of the RFQ will be notified of such changes. Addenda will be distributed via email. Please be sure that firewall security will allow email from the extension @gardner-ma.gov.

## **C. Contract and Award Term**

The City of Gardner reserves the right to cancel the contract at any time, separate the project(s), and award contracts to more than one firm if it is deemed to be in the best interest of the City.

The City reserves the right to award the contract to the responsive and responsible firm submitting a proposal which best meets the City's needs, considering firm qualifications, submittal quality and evaluation criteria. The awarding authority's decision or judgment on these matters shall be final.

The term of the contract shall be through September 30, 2028.

**D. Interview**

At the discretion of the City of Gardner, an applicant(s) selected as a candidate for an Agreement may be required to interview prior to Contract Award. This interview will be used to further enhance the selection process. Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded proposer or any other candidate asked to be interviewed. This interview may be conducted virtually if an in-person interview is not possible.

**E. Licenses and Permits**

The proposer is responsible for attaining and holding, in good standing, all relevant licenses/certificates associated with this project. Evidence of these requirements is to be provided with submittal. Licenses must be in force throughout the terms of the services as contractually agreed upon.

The firm should be experienced with Massachusetts Public Procurement and Construction Laws and Procedures. Professional Registration of the proposer(s) and engineers is required on this project.

**F. Miscellaneous Information**

All records, data files, computer records, work sheets, deliverable products, both complete and incomplete, and all other types of information prepared or acquired by the proposer, for delivery to the City of Gardner, shall be and will remain, property of the City of Gardner.

The Proposer agrees to use this information only as required in the performance of this Agreement and will not, before or after the completion of this Agreement, otherwise use said information, or copy, nor reproduce the same, in any form, except pursuant to the sole written instructions of the City of Gardner.

**G. Supplier Diversity Program**

Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Service-Disable Veteran Business Enterprises (SDVOBE), Veteran Business Enterprises (VBE), Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBE) and Disability-Owned Business Enterprises (DOBE) are strongly encouraged to submit qualifications in response to this Request for Qualifications (RFQ). For the purpose of this RFQ, the terms listed above shall mean a vendor who is certified by the Supplier Diversity Office (SDO) of the Operational Services Division (OSD) and who is still certified at the time the vendor's Qualification submittal is submitted.

All groups are encouraged to apply for SDO certification. For further information on SDO qualifications, or access to SDO vendor lists, contact the Supplier Diversity Office at 617-502-8851.

**Minimum Qualifications**

Each Statement of Qualifications shall first be reviewed to ascertain whether or not the following minimum Evaluation Criteria has been met:

1. The submission is from an established corporation, partnership or proprietorship which normally furnished consulting services related to the activities contained in this RFQ.
2. The proposal contains a certificate of non-collusion and certificate of tax compliance signed by an authorized agent of the firm.
3. The submission is signed by an authorized agent binding the business to a firm bid price.
4. The proposal includes at least three references involving specific experiences related to work included in the Scope of Services.
5. The proposal contains the names of personnel who would be assigned to the project along with their backgrounds.
6. The submission includes an organizational chart showing delegation of responsibilities of key personnel.
7. The submission includes proof of minimum Professional Liability Insurance of \$1,000,000, Workers Compensation Insurance in accordance with Massachusetts State Law, and General Liability Insurance of at least \$2,000,000.

### **Comparative Criteria**

Each Statement of Qualifications meeting the Minimum Evaluation Criteria shall be rated according to the following Comparative Evaluation Criteria.

1. Experience preparing mobility plans or similar plans or studies for small cities (less than 50,000 in population) in Massachusetts:
  - a. Unacceptable – No experience in Massachusetts and/or experience working with the Mayor/City Council form of government to prepare such plans.
  - b. Advantageous – Less than five years’ experience working with a Mayor/City Council form of government to prepare such plans.
  - c. Highly Advantageous – More than five years’ experience in Massachusetts and/or more than five years’ experience working with a Mayor/City Council form of government to prepare such plans.
2. Experience preparing curb and asset management dashboards, or similar web-based dashboards, for small cities in the Commonwealth of Massachusetts:
  - a. Unacceptable – No experience in Massachusetts and/or no experience working with a Mayor/City Council form of government to prepare such web-based systems.
  - b. Advantageous – Less than five years’ experience working with a Mayor/City Council form of government to prepare such web-based systems.
  - c. Highly Advantageous – More than five years working with a Mayor/City Council form of government to prepare such web-based systems.
3. Experience preparing feasibility studies and preliminary plans for a downtown parking garage, or similar structure, for small cities in the Commonwealth of Massachusetts:
  - a. Unacceptable – No experience in Massachusetts and/or no experience working with a Mayor/City Council form of government to prepare such plans.
  - b. Advantageous – Less than five years’ experience working with a Mayor/City Council form of government to prepare such plans.
  - c. Highly Advantageous – More than five years working with a Mayor/City Council form of government to prepare such plans.
4. Number of municipal clients in Massachusetts of similar size and makeup as the City of Gardner:
  - a. Unacceptable – One or none.
  - b. Advantageous – Two to five.
  - c. Highly Advantageous – Six or more.
5. Consulting team and in-house professional staff:

- a. Unacceptable – No in-house professional staff.
  - b. Advantageous – Some in-house professional staff.
  - c. Highly Advantageous – All professional staff in-house.
6. Experience in client relations and retention:
    - d. Unacceptable – No repeat clients.
    - e. Advantageous – Some repeat clients.
    - f. Highly Advantageous – Numerous repeat clients.
  7. References from municipalities to which the team provided similar services related to the preparation of mobility plans, or similar plans or studies.
    - a. Unacceptable – Failed to meet expectations; would not hire again.
    - b. Advantageous – Met expectations, would hire again.
    - c. Highly Advantageous – Exceeded expectations; would hire again.
  8. References from municipalities to which the team provided similar services related to the preparation of a curb and asset management dashboard or similar web-based dashboard.
    - a. Unacceptable – Failed to meet expectations; would not hire again.
    - b. Advantageous – Met expectations, would hire again.
    - c. Highly Advantageous – Exceeded expectations; would hire again.
  9. References from municipalities to which the team provided similar services related to the preparation of a feasibility study and preliminary plan for a downtown parking garage or similar structure.
    - a. Unacceptable – Failed to meet expectations; would not hire again.
    - b. Advantageous – Met expectations, would hire again.
    - c. Highly Advantageous – Exceeded expectations; would hire again.
  10. Extent to which the written response to the RFQ and interview by the City demonstrates the ability of the consulting firm to successfully complete a mobility plan, a curb and asset management dashboard and a feasibility study and preliminary plan for a downtown parking garage:
    - d. Unacceptable – Failed to demonstrate ability to complete tasks.
    - e. Advantageous – Demonstrates ability to complete tasks.
    - f. Highly Advantageous – Demonstrates ability to exceed expectations.

## Response

Interested firms should send four copies of a letter of interest and documentation of qualifications to Joshua Cormier, Purchasing Director, 95 Pleasant Street, Room 202, Gardner, MA 01440 no later than **12:00 PM on July 8, 2026**. Packages should be clearly marked with the words “**Mobility Plan, Dashboard and Parking Garage Preliminary Plan RFQ**” in the lower left portion of the package. At this time, proposals must be submitted via United States Postal Service, Federal Express (FedEx), United Postal Service (UPS), or in person only. No proposals will be accepted electronically. The documentation of qualifications shall include:

The City of Gardner in an Authority are Affirmative Action/Equal Opportunity Employer and proposals from qualified minority and women owned business firms are encouraged. The City reserves the right to reject proposals, waive technicalities, and to make awards deemed to be in the best interest of the City.

SAMPLE

**CONTRACT FOR  
DOWNTOWN MOBILITY PLAN, ASSET MANAGEMENT DASHBOARD and  
PARKING GARAGE PRELIMINARY PLAN**

BY AND BETWEEN

**THE CITY OF GARDNER**

AND

\_\_\_\_\_

THIS AGREEMENT, entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Gardner**, a municipal corporation having its principal place of business at 95 Pleasant Street, Gardner, Massachusetts (hereinafter referred to as CITY), and \_\_\_\_\_, a \_\_\_\_\_ corporation having its principal place of business at \_\_\_\_\_ (hereinafter referred to as DESIGNER).

**WITNESSETH:**

WHEREAS: the CITY requires professional planning, engineering and data analytics consulting services for the development of a downtown mobility plan, the creation of an asset management dashboard and the development of a preliminary plan for a downtown parking garage; and

WHEREAS: the Designer is experienced, qualified and prepared to undertake such services;

NOW THEREFORE: For the purposes set forth above, and in consideration of the mutual promises of the parties hereto and as described herein, the adequacy and sufficiency of which is hereby acknowledged, the CITY and Designer, do hereby agree to as follows:

1. ENGAGEMENT OF DESIGNER

The CITY hereby engages the Designer and the Designer does hereby agree to perform and render the services hereinafter set forth in the terms and conditions of this Agreement.

2. PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED

A. The Designer shall be responsible for the professional and technical accuracy and the coordination of all design, drawings, specifications, estimates and other work furnished through this Agreement, including work submitted by its consultants and subcontractors. The Designer shall employ sufficient personnel to complete the

services required under this contract in a prompt and continuous manner and shall meet the approval schedule and submittal dates established during the course of this contract.

- B. The Designer shall furnish appropriate, competent and professional services, upon which the CITY may rely, for each phase of work hereunder.
- C. Neither the CITY review, approval or acceptance of , nor payment for, any of the services furnished shall be construed to operate as a waiver of any rights under the contract or any cause of action arising out of the performance of the contract.

3. SCOPE OF SERVICES

The Work to be performed under this agreement will include all tasks listed in Part II – Scope of Services.

4. TERM

This Agreement shall commence on the date first above written, and shall terminate on September 30, 2028, unless otherwise amended in writing by all parties hereto.

5. TIME FOR COMPLETION

The Designer shall commence work upon receipt of a written Notice to Proceed from the CITY. All work shall be performed as outlined in PART II - SCOPE OF SERVICES, and the Designer agrees to complete all services by September 30, 2028.

6. CONTRACT DOCUMENTS

The term "Contract Documents" shall mean and include:

- A. Agreement dated \_\_\_\_\_
- B. Part Two - Scope of Services
- C. Drug Free Workplace Certification
- D. Tax Attestation
- E. Non-Collusion Affidavit

7. COMPENSATION

The CITY will pay the Designer a total fee in amount not to exceed One Million Two Hundred Fifty-Three Thousand Five Hundred dollars and Zero cents (\$1,253,500.00), based on invoices submitted in a form approved by the CITY. Payment of invoices will be tied to progress towards meeting tasks listed in the Scope of Services and to the Designer's satisfactory compliance with the terms of this Contract, as determined by the CITY. By submission of an invoice, the CONSULTANT represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. OPERATING PROCEDURES

The Designer hereby agrees to comply in all respects with all of the duties, responsibilities and requirements imposed by the Agreement and/or the CITY. The Designer shall maintain such records, including but not limited to property, personnel, and financial as deemed necessary by the CITY to assure a proper accounting for all funds. Within five (5) days of receipt of a written request from the CITY, the Designer shall make such records available to the CITY, or its authorized representative, for audit purposes.

9. TERMINATION OF AGREEMENT

- A. If the Designer shall fail to fulfill its obligation under this Agreement, in a timely and proper manner, for any cause, or violate any of the terms, covenants and conditions herein, the CITY reserves the option to terminate said Agreement by giving written notice of such termination to the Designer, via certified mail at its last known business address, not less than fifteen (15) days prior to the effective date of such termination specified within said notice. All records and documents prepared by Designer under this Agreement shall, at the option of the CITY, become CITY property.
- B. In the event of termination, Designer shall be paid only for approved services performed up to the termination date, including reimbursable expenses which may be due.

In the event of termination, all finished work and documentation, complete and incomplete, shall be delivered to the CITY. The Designer shall be entitled to receive payment for any work performed and accepted under this Agreement which was completed prior to the date of termination, and for reimbursable expenses accruing through the date of termination less any offset or claim of the CITY. In the event of termination prior to the completion of the work, the Designer shall have no right to payment for lost profits or other consequential damages.

In the event that all or a portion of any project is postponed or terminated due to inadequate federal, state or local funds, the provisions set forth above shall apply. Any termination or suspension of this Agreement shall not impair the CITY's right to recover damages occasioned by the fault of the Designer. Any suspension shall not limit the right of the CITY to terminate.

10. Eligibility for Continued Services

- 11. The Designer selected to conduct the scope of work as outlined in in this RFQ is also eligible to submit qualifications to continue to provide design and construction services for this project without further bidding. Additionally, the contract awarded for services related to this RFQ may be extended or amended to include all design phases as additional funds become available, at the discretion of the City.

12. INSURANCE

During the term of the Agreement, the Designer shall maintain the following minimum levels of insurance:

- A. Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits;

- B. Comprehensive General Liability Insurance including Products Completed, Contractual, Property and Personal Injury coverage with combined single limits of \$1,000,000 for each occurrence and aggregate amount.
- C. Professional Liability Policy for errors, omissions or negligent acts arising out of the performance of this Agreement in the amount of \$1,000,000, which amount will also act as the maximum liability the engineer has on a project.
- D. Valuable Papers insurance in the minimum amount of \$25,000 or such other greater amount determined by Designer to ensure the restoration of any plans, drawings, computation, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data is turned over to the CITY.
- E. Automobile Liability Insurance including non-owned and hired autos with the following limits:
  - Bodily Injury: \$250,000 per person / \$500,000 each occurrence
  - Property Damage: \$100,000 each occurrence

The coverage described above shall remain in force from commencement of this Agreement through the date when all construction work designed under the contract is completed and accepted by the CITY.

The Designer shall require that its insurer notify in writing the Certificate Holder of any cancellation or reduction in coverage no less than thirty (30) days prior to such cancellation or reduction. The Certificate Holder shall read exactly as follows: Director, Department of Community Development and Planning, 115 Pleasant Street, Gardner, MA 01440. The City of Gardner shall be named as an additional insured for the coverage identified in sections B, D and E as set forth herein. The Designer's failure to obtain and maintain insurance as set forth herein shall be deemed a material breach of this Agreement.

13. RECORD RETENTION

The Designer shall retain and secure, for a minimum period of seven (7) years from the date of completion and acceptance of any project, all financial and statistical records, together with supporting documentation and any other records pertinent to services performed under this Agreement. It is further agreed that records for nonexpendable property which may be acquired with grant funds shall be retained for seven (7) years after final disposition. Records for any displaced parties shall be retained for a period of seven (7) years after said parties have received final payment. The CITY may require transfer of certain records to its custody and the Designer shall transfer such records to the CITY not more than fifteen (15) days following receipt of a written request. Records shall be retained beyond said seven (7) year period if any audit has not been finalized.

14. RECORD AUDIT

The CITY shall have immediate access to, including copies of, any and all books, documents, papers, reports, records and files of the Designer and its sub-contractors which are pertinent or relevant to the services provided under this grant program for the purpose of making or conducting an audit or examination. The Designer agrees that, any contract with any subcontractor, shall include provisions allowing the CITY to audit records of such subcontractor. The CITY reserves the right to determine the frequency and scope of audits.

15. PAYMENT REQUEST

Requests for reimbursement for charges incurred to the extent specifically authorized by this Agreement shall be submitted to the CITY on a form to be provided, or approved, by the CITY not later than 10:00 a.m. on Tuesdays to expedite processing of payment in the manner below.

Requests for reimbursement are to be submitted to the Department of Community Development and Planning. The CITY shall provide payment for said request, subject to the availability of funds from and the approval by the Massachusetts Department of Transportation within thirty (30) days of said request. The CITY reserves the right to approve payment only for services actually rendered during the billing period which conform to the approved project scope of work as identified in the Notice to Proceed.

16. GRANT CLOSE OUT PROCEDURES

The CITY reserves the right to issue procedures to close out the Grant Project, the observance of which shall be mandatory.

17. RIGHTS RESERVED

The CITY reserves the right to change the terms and conditions and/or scope of services set forth herein to comply with changes in the applicable federal and state requirements. The Designer shall have no right to additional payment hereunder.

18. DOCUMENTS INCORPORATED

All exhibits, attachments and addenda attached herewith are incorporated by reference and made a part of this Agreement.

19. USE AND OWNERSHIP OF DOCUMENTS

All documents produced pursuant to this Agreement shall be the property of the CITY. The CITY shall not reuse such documents without the prior consent of the Designer. However, the CITY's compliance with legal requirements, including M.G.L. c. 66, sec. 10, or the requirements of granting authorities shall not be deemed a violation of this requirement. The Designer shall provide one set of mylars of the original drawings for use by the CITY as record drawings.

20. DELEGATION OF DUTIES

The Designer shall not delegate, assign, transfer, convey, or otherwise dispose of any portion of its interest in this Agreement without the prior written consent of the CITY.

21. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CITY and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by both CITY and Designer.

22. FORCE MAJEURE

Neither party shall be liable to the other or deemed to be in breach under this Agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, or extraordinary weather conditions. Dates or time of performance will be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay. It is agreed, however, that continued failure to perform for periods aggregating sixty (60) days or more, even for causes beyond the control of the Designer, shall be deemed to render performance impossible and the CITY shall thereafter have the right to terminate this Agreement.

23. INDEMNIFICATION

The Designer hereby indemnifies and shall at all times save and hold harmless the City of Gardner, and its officers, attorneys, employees and agents, from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the attorney's fees, costs and expenses of litigation, of or by anyone to the extent caused by, arising out of, or occasioned by the negligent or wilful act, omission, conduct, performance, activity, or operation of the Designer, or any of its consultants, or the agents or employees of either.

24. RESPONSIBILITIES OF THE CITY

The CITY, through the Department of Community Development and Planning, shall schedule and coordinate meetings and facilitate communication between the Designer and CITY officials. The CITY shall furnish available information to the Designer so as to facilitate the orderly progress of work.

25. NON-DISCRIMINATION

The Designer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The Designer shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Designer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The

Designer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

The Designer shall adhere to the requirements set forth in 2 CFR 200 with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including but not limited to: Massachusetts General Laws Chapter 7C, section 44 Et. seq.; Chapter 30, section 39M; Chapter 149, sections 44A through 44L; and Chapter 484 of the Acts of 1984. It is national and state policy that the recipient take affirmative steps to award a fair share of contract taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The Designer shall maintain records sufficient to detail the process of procurement.

26. COMPLIANCE

All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the CITY'S RAISE Grant Agreement with the United States Department of Transportation (USDOT) and the Massachusetts Department of Transportation (MassDOT), all applicable federal, state and local laws and regulations, including but not limited to those specifically stated herein, and any applicable regulations issued by USDOT or MassDOT.

27. BREACH OF CONTRACT

If the Designer is in breach of contract, or violation of the rules and regulations, of the City of Gardner, the CITY reserves the right to withhold further funding, demand return of unexpended funds, terminate the Agreement, seek further administrative and/or legal relief to assure and guarantee full compliance with the intent and purpose of the RAISE Grant, and to pursue any and all additional remedies, whether legal or equitable, it may have.

28. STATEMENT - LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity purposes designed to support or defeat legislation pending before the Congress.

To the best of their knowledge and belief, the CITY and Designer certify that no federal appropriated funds have been paid and will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the payor shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying."

29. IDENTIFICATION

All advertisements, notifications, publications, signs, brochures, and other promotional or informational material shall identify the program and/or project as being funded by the “City of Gardner through the United States Department of Transportation and the Massachusetts Department of Transportation,” or other applicable funding source as specified by the CITY.

30. CONFLICT OF INTEREST

No officer, employee, agent, public official, or member of the governing body of the CITY, who exercises any functions or responsibilities with respect to the program during his tenure or one year thereafter, shall have any interest, direct or indirect, in this contract, or the proceeds thereof for work to be performed in connection with the program assisted under this Agreement.

No member of or delegate to the Congress of the United States, and no Resident Commission, shall receive any benefit, direct or indirect, which may arise from this Agreement.

The consultant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. The consultant covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.

31. COMPLIANCE WITH AIR AND WATER ACTS

The Designer hereby stipulates that any facility to be utilized in the performance of this Agreement or sub-contract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA pursuant to 40 CFR 15.20).

The Designer hereby agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

As a condition for the award of this Agreement, the Designer hereby further agrees that it shall provide prompt notice to the CITY of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

The Designer shall include or cause to be included the criteria and requirements of this section in every non-exempt sub-contract, and that the Designer shall take such action as the Government may direct as a means of enforcing such provisions.

32. HISTORIC PRESERVATION

The Designer shall **perform services required under this Contract with due recognition of the importance of** the preservation and enhancement of structures and objects of historical, architectural, or archeological significance when such items are found and/or unearthed during

the course of the project and to consult with the Massachusetts Historic Commission for recovery of the items. (Reference: Executive Order 11593, National Historic Preservation Act of 1966, and the Archeological Data Act of 1974).

33. WASTE DISPOSAL

The Designer shall comply with the regulations promulgated by the United States Environmental Protection Agency as applied to this project in reference to the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. The disposal of any debris, refuse, waste, or other material shall be in conformance with Federal regulations and those of the Massachusetts Department of Environmental Protection, particularly, those at 310 CMR 19.0 and 310 CMR 30.0 (Solid and Hazardous Waste Disposal).

34. OTHER ENVIRONMENTAL REGULATIONS

The Designer shall assist the CITY on an as-needed basis in complying with all regulations related to the National Environmental Policy Act as set forth in 24 CFR Part 58, or thereby referenced.

35. FINANCIAL MANAGEMENT SYSTEM

The Designer shall establish and/or maintain a Financial Management System that provides for:

- A. Accurate, current and complete disclosure of the financial results of the Grant Program in accordance with Federal, State and City reporting requirements. HUD requires reporting on an accrual basis. If the Designer's accounting records are not kept on that basis, the Designer shall develop such information through an analysis of the documentation on hand or on the basis of best estimates which are acceptable to HUD, EOCD and any and all other relevant agencies.
- B. Records which identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- C. Effective control over and accountability for all funds, property, and other assets. The Designer shall adequately safeguard all such assets and shall ensure they are used solely for authorized purposes.
- D. Comparison of actual with budgeted amounts, also relation of financial information with performance or productivity data.
- E. Procedures to minimize the time elapsing between the transfer of funds from the Commonwealth of Massachusetts and disbursement by the CITY to the Designer.
- F. Procedures for determining the allowability and allocability of cost in accordance with the provisions of the Federal 2 CFR. 200.
- G. Accounting records which are supported by source documentation.

- H. Audits to be made by the CITY, or its representative, to determine at minimum, the fiscal integrity of financial actions and reports and the compliance with laws, regulations, and administrative requirements.
- I. A systematic method to ensure timely and appropriate resolution of audit findings and recommendations.

The Designer shall have no authority to obligate the CITY to spend funds, to stop work or to suspend work on any project.

### 36. AUDIT DATA

As part of the Response, the consultant is required to obtain and include a letter from the Audit Operations Unit stating that the consultant has submitted the required documentation and that they are in compliance with the current version of the MassDOT Architectural and Engineering Consulting Firms Prequalification Indirect Cost Rate Guidelines.

If the consultant has already submitted current audit data information to MassDOT through MassDOT's normal A&E prequalification procedures, the consultant may already have the letter required for this portion of the Response. As part of MassDOT's normal A&E prequalification procedures, consultants are required to submit an audited overhead rate to MassDOT within 150 days after the close of the firm's latest fiscal year. The consultant is responsible for ensuring that these audit requirements are met. MassDOT will disqualify any consultant that fails to submit acceptable audit data in a timely manner.

In addition to the requirements stated above, any additional members of the prospective consultant team expected to perform work on this contract are required to obtain and provide the aforementioned audit compliance letter. Prospective team members that are expected to perform non-A&E work on this contract are not required to obtain and provide the aforementioned audit compliance letter. For the purpose of this requirement, non-A&E work involves services not generally provided by engineers or architects. These types of services do not fall under any of the standard work categories defined and used by the Architects and Engineers Review Board for prequalification. These types of services would normally support and be performed in conjunction with A&E work and include but are not limited to public participation, document production, drilling and boring, data collection, computer programming and software development, and website development and management, as determined by MassDOT.

Any documents submitted to satisfy the requirements of this section may be included as an attachment to the Response and will not be counted toward the page limit of the Response.

Detailed information regarding MassDOT's audit requirements for consultants is available at <https://www.mass.gov/how-to/submit-an-annual-prequalification-audit-requirement>. Questions regarding the audit data requirements may be directed to Audit Operations at [dot.audit@dot.state.ma.us](mailto:dot.audit@dot.state.ma.us).

### 37. OTHER PROVISIONS

- A. This Agreement shall be amended only by a prior written amendment, executed by both parties and shall contain the Auditor's certification as to the availability of appropriated funds.
- B. The Designer shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- C. Notices shall be deemed sufficient if mailed, first class, postage pre-paid or delivered by hand to the appropriate address within the City of Gardner.
- D. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
- E. The work performed by the Designer shall conform to the professional standard of care and practice customarily expected of those engaged in performing comparable work, the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them and the recommendations, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment.
- F. The Designer shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Designer, an extension of time shall be the Designer's sole remedy.

THIS AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (3) copies, each of which shall be deemed an original as of the date first above written.

FOR CORPORATION

CITY OF GARDNER

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

FOR CONTRACTING DEPARTMENT:

\_\_\_\_\_  
City Solicitor

\_\_\_\_\_  
(Department Head)

\_\_\_\_\_  
CITY AUDITOR who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this contract.

\_\_\_\_\_  
PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply.

**BIDDER INFORMATION**

Bidder's attention is called to Chapter 268A of the General Laws. In connection with this statute, bidder is required to submit the following information and any other information deemed necessary by the bidder.

Give full names and residences of all the persons and parties interested in the foregoing proposal. Give first and last names in full; in case of corporations, give names of President, Treasurer, and Manager; and in case of firms, give names of the individual members.

Kindly furnish the following information regarding the Bidder:

(1) If a Proprietorship:

Name of Owner \_\_\_\_\_

Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

Home Address \_\_\_\_\_ Telephone \_\_\_\_\_

(2) If a Partnership:

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
-------------	----------------	-------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

(3) If a Corporation:

Full Legal Name \_\_\_\_\_ Telephone \_\_\_\_\_

Full Names and addresses of President, Treasurer and Manager:

<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
-------------	----------------	-------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

State of Incorporation \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Qualified in Massachusetts \_\_\_\_\_ Place of Business in Massachusetts \_\_\_\_\_

(4) Give the following information regarding surety company:

Full Legal Name of Surety Company \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Admitted in Massachusetts? YES or NO? \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_ Telephone \_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ at which all the Directors were present or waived notice, it was voted  
(Date)

that \_\_\_\_\_  
(Name) (Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such \_\_\_\_\_ under seal of the company, shall be valid and binding upon this company.

(Officer)

**A TRUE COPY,  
ATTEST:** \_\_\_\_\_

(Signature/Title)

Place of

Business: \_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Corporation)

that \_\_\_\_\_ is duly elected \_\_\_\_\_  
(Officer, Name) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
Full Legal Name of Business

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
State of Incorporation\*

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
Qualified in Massachusetts

\_\_\_\_\_  
Place of Business in Massachusetts

\_\_\_\_\_  
Signature

*\*If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.*

Subscribed and sworn to before me

(Corporate Seal)

*If applicable (i.e., not necessary for sole proprietorships or partnerships)*

this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Seal)

Notary Public

My Commission Expires \_\_\_\_\_

## CERTIFICATION OF DRUG-FREE WORKPLACE

The contractor certifies that he/she will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about (a) The dangers of drug abuse in the workplace; (b) The contractor's policy of maintaining a drug-free workplace; (c) Any available drug counseling, rehabilitation and employee assistance programs; and (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will (a) abide by the terms of the statement; and (b) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the city in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the city has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted: (a) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or; (b) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

DATED:

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

**CERTIFICATIONS**

Statements below shall be duly dated and signed with an original signature, or the Bid or Proposal will be rejected.

**TAXES PAID:** Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that, to the best of my knowledge and belief, all Massachusetts State Tax Returns and all Massachusetts State Taxes required under law have been paid, and I have complied with the reporting of employees and contractors, and withholding and remitting of child support.

**INDEMNIFICATION:** The undersigned agrees to indemnify, pay on behalf of, defend, and hold harmless the City of Gardner and its officers, attorneys, employees and agents from any and all claims, demands, suits, actions, costs, liabilities, penalties, judgments, whatsoever, including reasonable attorney’s fees, which may be imposed upon, incurred by, or asserted against the City by reason of (a) any failure on the part of the Contractor to comply with any provision or term required to be performed or complied with by the Contractor under this Contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct or any person whomsoever other than the City of Gardner. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought hereon, and the defense thereof with counsel acceptable to the City or counsel selected by an insurance company which has accepted liability for any such claim.

**COMPLIANCE:** The undersigned is in compliance with all of the provisions and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. Bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers’ compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in Massachusetts as required by Law.

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

**CERTIFICATE OF NON-COLLUSION**

MGL Chapter 40, Section 4B ½, Chapter 30, Section 39M and/or Chapter 30B, Section 10: Undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and submitted in good faith without collusion or fraud with any other person. As used in this certification, the work “person” shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.

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

**WARRANTIES/GUARANTEES**

All prospective bidders on Items/Equipment/Services that carry Warranties and/or Guarantees shall include with their sealed bids a copy of the Warranties and/or Guarantees, as well as a copy of the Warranties and/or Guarantees on the items being bid, if applicable. Warranty starts after the date of acceptance by the using department. Please complete the following and specify if Warranty/Guarantee is for more than contractually required one-year period:

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



**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_

(Name of Corporation)

held on \_\_\_\_\_ at which all the Directors were present or waived notice, it was voted

(Date)

that \_\_\_\_\_

(Name)

(Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such

\_\_\_\_\_ under seal of the company, shall be valid and binding upon this company.

(Officer)

**A TRUE COPY,**

**ATTEST:** \_\_\_\_\_

(Signature/Title)

Place of

Business: \_\_\_\_\_

\_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_

(Title)

(Name of Corporation)

that \_\_\_\_\_ is duly elected \_\_\_\_\_

(Officer, Name)

(Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
Full Legal Name of Business

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
State of Incorporation\*

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
Qualified in Massachusetts

\_\_\_\_\_  
Place of Business in Massachusetts

\_\_\_\_\_  
Signature

*\*If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.*

-----

Subscribed and sworn to before me

(Corporate Seal)

*If applicable (i.e., not necessary for sole proprietorships or partnerships)*

this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Seal)

Notary Public

My Commission Expires \_\_\_\_\_

**CERTIFICATIONS**

Statements below shall be duly dated and signed with an original signature or the Bid or Proposal will be rejected.

**TAXES PAID:** Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that, to the best of my knowledge and belief, all Massachusetts State Tax Returns and all Massachusetts State Taxes required under law have been paid, and I have complied with the reporting of employees and contractors, and withholding and remitting of child support.

**INDEMNIFICATION:** The undersigned agrees to indemnify, pay on behalf of, defend, and hold harmless the City of Gardner and its officers, attorneys, employees and agents from any and all claims, demands, suits, actions, costs, liabilities, penalties, judgments, whatsoever, including reasonable attorney’s fees, which may be imposed upon, incurred by, or asserted against the City by reason of (a) any failure on the part of the Contractor to comply with any provision or term required to be performed or complied with by the Contractor under this Contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct or any person whomsoever other than the City of Gardner. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought hereon, and the defense thereof with counsel acceptable to the City or counsel selected by an insurance company which has accepted liability for any such claim.

**COMPLIANCE:** The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. Bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers’ compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in Massachusetts as required by Law.

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

**CERTIFICATE OF NON-COLLUSION**

MGL Chapter 40, Section 4B ½, Chapter 30, Section 39M and/or Chapter 30B, Section 10: Undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and submitted in good faith without collusion or fraud with any other person. As used in this certification, the work “person” shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.

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

**WARRANTIES/GUARANTEES**

All prospective bidders on Items/Equipment/Services that carry Warranties and/or Guarantees shall include with their sealed bids a copy of the Warranties and/or Guarantees, as well as a copy of the Warranties and/or Guarantees on the items being bid, if applicable. Warranty starts after the date of acceptance by the using department. Please complete the following and specify if Warranty/Guarantee is for more than contractually required one-year period:

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



**CITY OF GARDNER  
CONTRACT #**

ARTICLE 1, DEFINITION: "Contract" as used herein shall mean these Articles and the Bid/Quote Documents which include, but are not limited to, the instructions, the bid/quote/proposal, the specifications, the requirements, the contract terms and conditions, applicable addenda and all documents and forms submitted with the bid or proposal.

ARTICLE 2, DURATION: This Contract shall be in effect from \_\_\_\_\_ to \_\_\_\_\_. Contract term is at the sole discretion of the City of Gardner but shall not exceed \_\_\_\_\_ years without the expressed written consent of the City of Gardner.

ARTICLE 3, TERMS: The Contractor/Individual agrees to provide services, material and/or equipment all in accordance with the Bid/Quote/Proposal Documents for the contract stated above, which is incorporated herein and made part of this Contract. This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not a corporation, the heirs and estate of the Contractor).

ARTICLE 4, PAYMENT: The City of Gardner agrees to pay to the Contractor/Individual the rate set forth in the submitted quote or proposal, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), which is attached and made part of this contract. Contractor shall provide invoices with work completed detailed on the invoice.

ARTICLE 5, CONFLICT: In the event there is a conflict between this Contract and the Bid/Quote Documents, the Bid/Quote Documents shall supersede the Contract.

ARTICLE 6, GOVERNING ORDINANCES AND LAWS: This Contract is made subject to all the laws of the Commonwealth of Massachusetts and ordinances of the City of Gardner. If any clause herein does not conform to such laws and ordinances, that clause and only that clause shall be void. The remainder of this contract shall be unaffected and the law or statute that is applicable shall be substituted.

ARTICLE 7, SUSPENSION AND DEBARMENT: The Contractor/Individual certifies that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal or State Government Agency or Department.

This Contract, executed in three copies, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and endures to the benefit of the parties hereto, and may be made canceled, modified, or amended only by a written instrument executed by both the parties named herein.

IN WITNESS WHEREOF the parties have hereto and set their hands on the day and year written.

FOR CORPORATION/OWNER/INDIVIDUAL

CITY OF GARDNER, by its Mayor

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Michael J. Nicholson

APPROVED AS TO FORM:

FOR CONTRACTING DEPARTMENT:

\_\_\_\_\_  
Law Department

\_\_\_\_\_  
(Department Head)

\_\_\_\_\_  
CITY AUDITOR who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this contract.

\_\_\_\_\_  
PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply.