

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR DEPARTMENT OF PLANNING AND  
DEVELOPMENT***

**REQUEST FOR QUALIFICATIONS:**

**PROFESSIONAL DESIGN  
AND ENGINEERING SERVICES FOR  
CHRISTINA STREET BRIDGE AND PATHWAY**

***RFQ #24-63***

**Submittal Date: April 11, 2024 at 10:30 a.m.**

**March 2024  
Ruthanne Fuller, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR QUALIFICATIONS #24-63**

This City of Newton (City) Request For Qualifications (RFQ) invites sealed Statements of Qualification (RFQs) from qualified engineering and design individuals or firms for

**Professional Design and Engineering Services For  
Christina Street Bridge and Pathway**

**RFQs will be received until: April 11, 2024, at 10:30 a.m.**

RFQs will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for RFQs. at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459.

RFQs will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for RFQs, all received within the time specified will be opened and as soon as practicable a list of submitters (hereinafter referred to as Designers) will be posted on the City website.

Contract Documents will be available online at the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) after: **10:00 a.m., March 28, 2024**. Designers are responsible for downloading the specifications from the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). Designers are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e., #24-63) they have downloaded.

Designers submitting RFQs that require clarification or interpretation of the RFQ shall make a written request to the Purchasing Department as indicated above, by noon on **Friday, April 5, 2024**. Designers contacting any city employee or any other person regarding this RFQ outside of the Purchasing Department, once the RFQ has been released, may be disqualified from the procurement process.

The City will make best efforts to give written responses to the questions no later than Tuesday, April 8, 2024 to Designers requesting a copy of this RFQ by email Addendum.

Designer RFQs must be clearly labeled "RFQ #24-63 Professional Design and Engineering Services For Christina Street Bridge and Pathway" and delivered to the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, Massachusetts above no later than 10:00 a.m. on April 11, 2024. The sealed RFQs must include **one (1) original, five (5) hard copies and three (3) digital copies in PDF format on separate CD or thumb drive**. RFQs may be delivered in person, by courier or by mail. RFQs submitted by fax or electronic mail will not be considered.

RFQs will not be accepted nor may submitted RFQs be corrected, modified or withdrawn after the deadline. There will be no public opening of the RFQs, though on the deadline date a list of all persons who submitted an RFQ will be published. Proposers are responsible for downloading the specifications from the City's web site, and are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) their company name, address, email address, phone & facsimile number and what bid # (i.e. #24-63) they have downloaded.

Respondents' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

The City reserves the right to reject any and all RFQs, to waive any defects, informalities, and minor irregularities; and to award contracts or cancel this RFQ if it is in the City's best interest to do so. The City is an AA/EEO employer and encourages MBE and WBE firms to apply.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read  
Chief Procurement Officer  
March 28, 2024



RUTHANNE FULLER  
MAYOR

## Christina Street Bridge and Pathway

### REQUEST FOR QUALIFICATIONS RFQ #24-63 PROFESSIONAL DESIGN AND ENGINEERING SERVICES March 28, 2024

#### 1. INTRODUCTION

This City of Newton, Massachusetts, (“City”), acting through its Planning Department, is seeking the services (Services) of a qualified designer (“Designer”) to provide professional design, engineering services at Christina Street crossing the Charles River including the following, collectively known as the “Project”:

- Planning/scoping
- Engineering analysis
- Concept design
- Construction plans
- Specifications
- Permitting and variances, as needed
- Construction management services (including inspection and oversight)
- Evaluation, and
- Other tasks as needed

The project will:

- Remove an existing rail bridge
- Design a new pedestrian and bicycle bridge
- Design a shared use path connection to the existing Department of Conservation and Recreation (DCR) path network in Needham from Newton
- Provide construction management services

Firms submitting a response to the RFQ will be asked to state their qualifications and experience relating to the required services and offer their general methodology for delivering the Project. Thoughtful written responses to this RFQ will enable the City of Newton to select the most qualified Designer. A detailed scope, schedule, and budget will be developed with the selected Designer. The City reserves the right to initiate work through a signed Engineering Services contract for some, all, or none of the phases at the City’s discretion.

## **2. BACKGROUND**

### **Project Goal**

The Project will:

- Create a new pathway across the river for bicyclists and pedestrians connecting to an expanding network of bicycle and pedestrian infrastructure
- Improve the safety of river users by removing existing hazardous concrete piles that restrict movement and collect debris
- Design a new bridge spanning the Charles River based on previously-created conceptual plans, ensuring safety and accessibility for all users
- Coordinate the design of the bridge approach to Christina Street with the anticipated redesign of the parking lot of the Price Center at 25 Christina Street
- Prepare for and oversee the demolition of the existing bridge and the construction of the new bridge

### **Prior Work Available to the Consultant**

A feasibility study including the following was conducted by a consultant team in 2021 and is online at [NewtonMA.gov/ChristinaStreetBridge](https://NewtonMA.gov/ChristinaStreetBridge). The feasibility study includes:

- Analysis of the current bridge structure and approach features
- Description of surrounding utility features
- Analysis of the area's environmental sensitivity and cultural resources
- Consideration of potential hazardous materials in the immediate area
- Conceptual plan for the western approach trail connecting bridge to the Blue Heron Trail in Needham
- Traffic management considerations
- Conceptual plans, comparison, and preliminary cost estimates for 3 proposed bridge alternatives (of which one was selected by the City).
- A public presentation was developed in 2021 and is on line at this [link](#).

### **Team**

The selected Designer will work under the Newton Department of Planning and Development in concert with the Department of Public Works (DPW) and other departments.

The City of Newton as the awarding agency is undertaking this work in collaboration with the Department of Conservation and Recreation (DCR) and the Town of Needham. DCR is expected to assume ultimate ownership of the bridge and the pathway approach in Needham.

### **Funding**

The Services contract and other services related to this effort are funded through a variety of sources, including a state earmark utilizing American Rescue Plan Act (ARPA) funding totaling \$1,250,000. Subsequent construction contracts will be funded through a variety of sources including anticipated funding through the Boston Metropolitan Planning Organization's Transportation Improvement Program (TIP). The project has been approved by Massachusetts Department of Transportation (MassDOT) and assigned Project # 613594.

### 3. INSTRUCTIONS TO DESIGNERS

#### (a) RFQ REQUIREMENTS

Persons or firms submitting an RFQ must meet the following requirements:

- (i) **Format.** Submit one (1) original and five (5) hard copies and three (3) digital copies in PDF format on separate CD or thumb drive. Responses should be printed double-sided and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the proposal is at the applicant's discretion, but it is recommended that the proposal be laid out in such a manner that the reader doesn't need to be constantly rotating the proposal. Proposals should not be provided with acetate covers.

The City will only accept hard original copies of RFQs. Responses submitted by fax or electronic mail will not be considered.

The City assumes no responsibility or liability for late delivery or receipt of RFQs. All RFQs received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

- (ii) **Cover Letter.** Applications must be accompanied by a concise cover letter that is a maximum of two pages in length.

A copy of the cover letter should be attached to each copy of the RFQ. The cover letter must include the certifications as noted in **Attachment B** of this RFQ.

**Supplemental Materials.** Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project subject to the page limitations as set forth in the attached Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)

#### (b) REQUIREMENTS FOR RFQ CONTENT

All copies of RFQs shall be:

- Presented in an organized and clear manner.
- Must include all forms listed in **Attachment B**, completed and signed.
- Must include all required certifications.
- Must include the following information, organized as follows:

##### Team Qualifications

- Describe the qualifications and experience of the team relative to multimodal planning, concept design engineering, urban design, landscape architecture, roadway operational changes (multi-modal, urban street, utilities, drainage), cost estimates, traffic engineering, and public engagement.
- Share, at minimum, examples of successfully completed similar projects in Massachusetts and nationally that emphasize complete streets and include protected bike lanes, pedestrian accommodations, and bus operations.
- Address familiarity with and/or leadership with federal standards and guidelines, MassDOT standards and guidelines, Complete Street, NACTO guidelines and best practices in pedestrian, and bicycle design.
- If subconsultants are involved, describe the history of past partnerships between primary consultant and any subconsultant.

##### Key Personnel Qualifications

- Include a detailed list of all personnel to be assigned to the project.
- Describe roles of the staff personnel, length of work experience, areas of expertise, and availability.
- Experience initiating and managing MassDOT TIP projects.
- Describe experience implementing projects of similar scale and nature within Massachusetts and nationally.
- Describe familiarity with and/or leadership with federal standards and guidelines, MassDOT standards and guidelines, Complete Street, NACTO guidelines and best practices in transit, pedestrian, and bicycle design.

### Innovative and Environmentally Sustainable Techniques

Describe your organizations experience implementing innovative, environmentally sustainable techniques (design, materials, etc.), creative multimodal infrastructure and public right-of-way improvements, green infrastructure, and/or park elements.

### Project Approach

Describe in detail your understanding of the project and project approach. Include a schedule for Phase public involvement plan.

### Diversity and Inclusiveness

Briefly describe your plans to ensure diversity and inclusiveness in both the project team.

## (c) PAYMENT SCHEDULE & FEE EXPLANATION

The City will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations.

## (d) OTHER PROVISIONS

### (i) Public Record Law

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L.c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

### (ii) Waiver/Cure of Minor Informalities, Errors and Omissions

The City reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the City and its beneficiaries.

### (iii) Communications with the City:

Designers that intend to submit a RFQ are prohibited from contacting any of the City's staff other than the City Purchasing Department:

Newton City Hall Room  
Purchasing Department, Room 108  
1000 Commonwealth Avenue  
Newton, Massachusetts 02459  
Phone # 617.796.1220  
Email: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) Fax # 617.796.1227

An exception to this rule applies to Designers that currently do business with the City, but any contact made with persons other than the Purchasing Department must be limited to that business and must not relate to this RFQ. In addition, such respondents shall not discuss this RFQ with any of the City's consultants, legal counsel or other advisors. Failure to observe this rule may be grounds for disqualification.

### (iv) Costs

The City is not liable for any costs incurred by any Designer in preparing its RFQ or for any other costs incurred prior to entering into and only in accordance with a Contract between the Designer and the City.

(v) Withdrawn/Irrevocability of Responses

A Designer may withdraw its RFQ as long as the written request to withdraw is received by the City's Purchasing Department prior to the time and date of the RFQ opening.

(vi) Rejection of RFQs, Modification of RFQ

The City reserves the right to reject any and all RFQs if the City determines, within its own discretion, that it is in the City's best interests to do so. This RFQ does not commit the City to select any Designer, award any contract, pay any costs in preparing an RFQ, or procure a contract for any services. The City also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Designer may not alter the RFQ or its components.

(vii) Subcontracting and Joint Ventures

Designer's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the RFQ.

(viii) Validity of Response

Submitted RFQs must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.



#### 4. SCOPE OF SERVICES

The Designer will be required to execute an agreement substantially similar to the City's standard Designer Services Agreement (Contract), a copy of which is attached hereto as **Attachment A** and incorporated herein by reference. The required scope of services is set forth in the Contract and this RFQ. The initial fee will be negotiated. The Contract may be amended for future phases. Unless specifically excluded and agreed to by the City, the Designer's basic services consist of the tasks described in the Contract and the RFQ, including:

- Planning/scoping
- Engineering analysis
- Concept design plans
- Construction plans (100% design and bid documents based on existing conceptual plans for the new bridge as well as required connections to the adjacent Christina Street (north) and Blue Heron Trail (south))
- Specifications
- Construction and demolition cost estimates
- Permitting and variances, as needed, for construction and demolition
- Traffic management
- Bid documents
- Construction phase and management services to respond to contractor questions.
- Construction management services (including inspection and oversight)
- Evaluation, and
- Other related work reasonably inferred in the opinion of the City as being necessary to meet the project's stated scope and goals.

The selected Designer will assist the City in identifying approvals required by the Commonwealth of Massachusetts and will coordinate submittal materials for such approvals. Such approvals may include but are not limited to:

- Department of Conservation and Recreation (DCR)
- Department of Transportation (MassDOT)
- Environmental Protection Agency (EPA)
- Massachusetts Department of Environmental Protection (DEP)

The Designer is also responsible for public process and outreach including up to five public meetings in addition to regular project team meetings and meetings with participating agencies as required. The number of public meetings will be determined in consultation with the selected Designer.

Public meetings will include the general public, Ward and Area Councilors, and committee meetings. Project team meetings will include City staff, DCR, abutters, and Needham representatives, stakeholders such as the City of Newton Complete Streets Working Group, and other agencies as may have jurisdiction.

The Designer will review the proposed project as specified in the RFQ. The Designer will meet as required with Planning, DPW, and other City Departments as required, and other officials (elected or volunteer) to develop a thorough understanding of the project and the needs of the project.

This RFQ will be appended to and become part of the Contract. Extra and reimbursable expenses are defined in Section IV of Schedule A to the attached form of Contract. Any extra or reimbursable expenses must be approved in writing in advance.

## 5. TIMELINE

The estimated total duration of the Contract is estimated to be 3 years, subject to scheduling factors primarily outside of the City's control, such as the timing of the Transportation Improvement Program or permitting through DCR.

- |  |           |
|--|-----------|
| • Planning, design, community engagement and TIP submission; 25% through 100% design and bid preparation | 15 months |
| • Permitting   | 6 months  |
| • Construction phase services  | 15 months |

A more detailed sequencing of services will be developed with the selected Designer, with consideration to the multiple jurisdictions for the project, and may be revised in consultation with the selected Designer as work proceeds.

## 6. SELECTION CRITERIA

Designers must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s). The City will consider the following criteria in evaluating RFQs:

### Team

- Qualifications and experience of the team relative to multimodal planning, concept design engineering, urban design, landscape architecture, roadway operational changes (multi-modal, urban street, utilities, drainage), cost estimates, traffic engineering, and public engagement.
- Examples of completed similar projects in Massachusetts and nationally that emphasize complete streets and include protected bike lanes, pedestrian accommodations, and bus operations.
- Familiarity with and/or leadership with federal standards and guidelines, MassDOT standards and guidelines, Complete Street, NACTO guidelines and best practices in pedestrian, and bicycle design.
- History of past partnerships between primary consultant and any subconsultant.

### Key Personnel

- Experience of key personnel to be assigned to the project.
- Length of work experience, areas of expertise, and availability
- Experience initiating and managing MassDOT TIP projects.
- Implementation of projects of similar scale and nature within Massachusetts and nationally.
- Familiar with and/or leadership related to standards and guidelines

### Innovative and Environmentally Sustainable Techniques

Experience implementing innovative, environmentally sustainable techniques (design, materials, etc.), creative multimodal infrastructure and public right-of-way improvements, green infrastructure, and/or park elements.

### Project Approach

Project understanding, schedule and public involvement plan.

### Diversity and Inclusiveness

Ability to ensure diversity and inclusiveness on the project team

**7. SELECTION PROCESS AND SELECTION SCHEDULE**

Process:

- a. The City will perform a review of all responses as follows:
  - i. The City will be responsible for reviewing each Designer’s proposal to determine whether it has met the minimum criteria established in the RFQ. Designers that do not meet the Selection Criteria may not be further considered.
  - ii. The City will review the Designers’ applications and check the necessary references.
- b. The City will score each proposal that has met the Selection Criteria.
  - c. Based on the initial scores the City will rank the Designer(s) and short-list a top-ranked Designer(s) (3) Designers.
- d. The City may schedule interviews with the short-listed Designers. Each short-listed Designer will be given an opportunity to make a brief presentation on its experience and capabilities that will ensure its success in fulfilling the required project management services. The City will have an opportunity to discuss the responses and ask questions.
- e. Following the interviews the City will develop final rankings based in part on the weighted Evaluation Criteria in the RFQ and on additional information obtained during the interviews.
- f. The evaluators will transmit a list of ranked finalists to the Mayor. The submitted list shall be accompanied by a written explanation.
- g. The City will commence fee negotiations with the first- ranked Designer.
- h. If the City is unable to negotiate a contract with the first-ranked selection, the City will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the City. If fee negotiations fail the Mayor may request three (3) additional recommendations from which she may select, or the City may re-advertise the RFQ.

The City may re-advertise the RFQ if fewer than three responses are received.

Schedule:

- a. The following is a tentative schedule of the selection process, subject to change at the City’s discretion.

March 27, 2024	Advertisement of RFQ appears in Herald.
March 27, 2024	Advertisement of RFQ appears in Central Register of the Commonwealth of Massachusetts.
March 28, 2024	RFQ Available
April 5, 2024	Last day for questions from Designers due by 12:00 PM
April 8, 2024	Responses to Designer Questions posted on or before 5:00 PM
April 11, 2024	Designer Proposals due to by 10:30 AM
TBD	Designers short-listed
TBD	Interview short-listed Designers
TBD	Negotiate fee schedule with selected Designer
TBD	Execute contract

**Attachment A**

**CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may be modified by the City and are provided for informational purposes only.

**DESIGNER SERVICES AGREEMENT**  
**CONTRACT NO. \_\_\_\_\_**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty-Four by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the DESIGNER.

The parties hereto for the consideration hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Designer agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices agreed in the following services:

**PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR  
CHRISTINA ST BRIDGE AND PATHWAY**

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:
- a. This Designer Services Agreement, including all completed and executed Agreement Schedules;
  - b. The City's Request for Qualifications #24-63 (RFQ) issued by the Purchasing Department;
  - c. The RFQ for Professional Design and Engineering Services for Christina Street Bridge and Pathway, including Specifications, And If Included Or Referenced Therein, Any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials (collectively referred to herein as the "Project Manual");
  - d. Addenda Number(s) \_\_\_\_\_;
  - e. The RFQ Response of the Designer (RFQ) submitted for this Project and accompanying documents and certifications;
  - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Designer in connection with this Project;
  - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this Agreement.

This Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the City and the Designer. The Designer represents that its proposal was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the City.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Designer agrees to comply with same.
- V. CONTRACT TERM.** The term of the awarded contract shall begin on July 1, 2024 and run to December 31, 2028. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. COMPENSATION.** Upon completion of the work to be done for each payment, the Designer shall send to the City an invoice documenting the work done and the dates when such work was performed. Payment of the above invoice shall constitute full and complete compensation for the services hereunder.

There shall be no additional compensation or reimbursement for out-of-pocket or other expenses, including without limitation employee benefits, incurred by the Designer in connection with the performance of the services under this Agreement unless mutually agreed to in writing by the Parties. Payments shall be made within thirty (30) days of the City's approval of invoices submitted by the Designer. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Designer shall only be entitled to compensation in accordance with the provisions of Article xx below, whichever is applicable.

- VI. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Designer's Proposal Response.
- VII. MATERIALS.** The Designer agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF WORK.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written notice to proceed issued by the City.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Designer, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Designer shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Designer shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Designer.
- XIII. PATENT INDEMNIFICATION.** The Designer agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Designer, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Designer shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Designer from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Designer agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

**XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Designer or the City, the Designer shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Designer, shall be the agents of the Designer and not of the City, and the Designer hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.

**XVII. TERMINATION.**

- (a) Termination For Cause. If, for any cause, the Designer fails to fulfill in a timely manner its obligations under this Agreement, or if the Designer violates any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Designer of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, the Designer shall be entitled to receive just and equitable compensation for any satisfactory work completed to date of termination. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.
- (b) Termination For Convenience. The City may terminate this Agreement at any time by giving written notice to the Designer of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Agreement is terminated for the convenience of the City, the Designer shall be entitled to payment for services completed. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.

**XVIII. INDEMNIFICATION.** The Designer shall indemnify, hold harmless and defend the City and its officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest, arising out of the performance of the services rendered pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damages, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any negligent act or omission of the Designer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

**XIX. RELATIONSHIP OF THE PARTIES.** The Designer shall be an independent Designer to the City. Neither Party shall be deemed to be the legal representative of the other. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, as applicable, and other federal, state or local laws.

**XX. NONDISCRIMINATION.** The Designer agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, national origin, disability, age, gender identity, or sexual orientation in any manner prohibited by the laws of the Commonwealth of Massachusetts or the United States.

**XXI. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and insure to the benefit of the Parties to this Agreement and their respective successors and assigns. The City recognizes the Designer is a sole Designer performing the services required under this Agreement. Sub-contracting or assignment of any of the work required under this Agreement is expressly prohibited without the prior written consent of the City.

**XXII. INSURANCE.** Throughout the term of the Agreement the Designer shall maintain insurance, evidenced by a Certificate of Insurance showing the City as additional insured, in the following amounts:

Worker's Compensation	
	Per M.G.L.C. 149, §§34 & 152
Commercial General Liability	
Personal Injury	\$500,000 per occurrence
	\$1,000,000 aggregate

Property Damage	\$500,000 per occurrence
	\$1,000,000 aggregate
Vehicle Liability	
Personal Injury	\$500,000 per occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 per occurrence
	\$1,000,000 aggregate

**XXIII. ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties and, except as otherwise provided, this Agreement may not be amended, modified or terminated, except by a written instrument signed by each Party to this Agreement.

**XXIV. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**XXV. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XXVI. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this Agreement.

**XXVII. SCHEDULES.** The Designer has completed and executed, as applicable, Schedules A-G hereto, which are incorporated herein by reference.



IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**DESIGNER**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

*Director of Planning & Development*

Date \_\_\_\_\_

*Affix Corp Seal Here*

Approved as to Legal Form and Character

City funds in the amount of  N/A   
are available in account number:

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

I further certify that the Mayor, or her designee,  
is authorized to execute contracts and approve  
change orders.

**CONTRACT APPROVED**

By \_\_\_\_\_

*Comptroller of Accounts*

By \_\_\_\_\_

*Mayor or her designee*

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTACHMENTS.  
and made a part hereof:

Attached hereto are the following schedules which are incorporated into this Agreement

Schedule A	Compensation and Method of Payment
Schedule B	General Requirements
Schedule C	Hourly Rates
Schedule D	Professional Services Work Authorization Form
Schedule E	Certificate of Authority

[SIGNATURE PAGE TO FOLLOW]

## SCHEDULE A

### Compensation and Method of Payment

#### Section I. Method of Determining Compensation

A fee for Basic Services shall be negotiated based upon the services called for based upon time and materials cost or a fixed fee cost.

It should be noted that with regard to contract pricing, federal and state regulations prohibit "cost plus percentage of cost" and "percentage of construction cost" methods of pricing. For the purpose of negotiating fees, the Designer shall identify for consideration by the City customary costs related to the services indicated in Schedule A.

#### Section II. Billing Rates

Rates of payments shall be based upon the hourly rates provided in Schedule D.

#### Section III. Payment Schedule

Payments will be made on a monthly basis following requisitions provided by the Designer as per Section V below.

#### Section IV. Reimbursable Expenses

The City shall pay the Designer for reimbursable expenses, subject to the approval of the Director, Department of Planning & Development, and subject to the identification of such expenses as well as the appropriate copies of actual invoices for these expenses attached to a requisition submitted by the Designer to the City. Reimbursable expenses shall be those costs incurred for printing documents, for travel related expenses, and for such specialized Designer or sub-Designer services as may be required in the performance of the work within Schedule A, Scope of Services, herein and shall be reimbursed to the Designer at direct cost, with the exception that the Designer may include a 5% mark-up for Designers or sub-Designer services. The letter of Authorization for each specific Project shall detail each reimbursable expense by line item.

#### Section V. Payment

Payment shall be made to the Designer within thirty (30) days of submission by the Designer to the City of a detailed requisition for payment describing the basic and extra services performed and identifying reimbursable expenditures incurred during the preceding period. The City shall have the right to review and approve the Designer's requisition. Payment shall not be due the Designer until his requisition has been approved.

Requisitions for Projects billed on a time and materials basis shall include the number of hours worked, the individual who worked these hours, hourly rates, material and overhead costs.

All requisitions submitted shall be accompanied by a detailed time record for time and material as well as the appropriate documentation for reimbursable expenses.

## SCHEDULE B

### GENERAL REQUIREMENTS

The following Articles shall govern all work under or products of this Agreement unless specifically modified elsewhere.

#### ARTICLE 1. RESPONSIBILITIES OF THE CITY

##### 1.1 Information to be provided to the Designer.

1.1.1 The City shall furnish upon the Designer's request all information in its possession necessary to the performance of the services required under this Agreement. It shall make and communicate to the Designer as promptly as possible its instructions and decisions.

##### 1.2 Action by the City

1.2.1 No written communication, notification, directive, approval, consent or acceptance by the City shall in any way relieve the Designer from his/her professional responsibilities.

1.2.2 The City shall render all approvals required by this Agreement in writing to the Designer, or it shall notify the Designer in writing why such approvals are being withheld.

##### 1.3 Waivers

1.3.1 The City shall render any modification or any waiver of any term or condition or breach of this Agreement in writing. Such waivers shall not waive any other term or condition or breach thereof.

#### ARTICLE 2. RESPONSIBILITIES OF THE DESIGNER

##### 2.1 Scope

2.1.1 The Designer shall be responsible for the professional adequacy, technical accuracy and coordination of all of the data, illustrations, zoning text and any other material or work furnished by him or his Designers, or subcontractors.

##### 2.2 Assignability

2.2.1 The Designer shall not assign, sublet or transfer any services, obligations, or interest in this Agreement without the prior written consent of the City.

##### 2.3 Professional Insurance and Liability Insurance

2.3.1 The Designer shall at their own expense obtain and maintain a Professional Liability Policy for negligent acts, errors or omissions of the Designer, or of any person or business entity for whose performance the Designer is legally liable, that arise out of the performance of the services required under this Agreement. The minimum amount of such insurance shall be One Million Dollars (\$1,000,000).

All insurance coverage required in this Section shall be in effect during the term of this Agreement. Certificates of all insurance by this Agreement, as well as all renewals of such insurance, shall be supplied to the Director of Planning and Development, and the City shall be named the Certificate Holder.

In addition, the Designer shall carry general liability insurance and workmen's compensation insurance and should provide the City with a Certificate of Insurance, acceptable to the City. Such liability insurance shall be in a minimum amount as follows:

General Liability, including Bodily Injury and Property Damage in an aggregate amount of \$500,000 or greater. The General Liability policy shall include endorsements showing the following types of coverage: Comprehensive Form, Premises Operations, Contractual Insurance, Broad Form Property Damage and Independent Contractor.

Workers compensation insurance shall be in the amounts as required by law.

The City shall be named an additional insured party under the General Liability Policy.

The Designer's insurance coverage shall also include valuable papers insurance for the restoration of plans, drawings, field notes and other documents in the event of loss or destruction while in custody of the Designer in an amount sufficient to cover the cost of restoration.

The Designer shall indemnify, defend and hold harmless the City and its officers, employees, and servants against all claims, damages, losses or expenses of whatever kind or nature, including reasonable attorney fees, for or on account of any injuries to persons or damage to property to the extent that the same arises out of or results from the services of the Designer, or the services of any person or business entity for whose performance the Designer is legally liable, rendered pursuant to this Agreement, regardless of whether caused in part by the party indemnified hereunder.

#### 2.4 Employment of Designers

2.4.1 The Designer may provide services in collaboration with either Designers or qualified associates. It shall be the Designer's responsibility to engage and enter into agreements with said Designers to the extent needed, subject to qualifications found elsewhere in this Agreement.

#### 2.5 Meetings

2.5.1 The Designer shall attend conferences, meetings and hearings with the City as required in connection with any phase of work.

#### 2.6 Time and Order of Services

2.6.1 The Designer shall furnish the documents and provide the services required by this Agreement in the sequence set forth in this Agreement unless waived by the Director, Planning & Development. He shall insure prompt and continuous prosecution of the Project to the extent of his professional responsibilities.

#### 2.7 Submissions

2.7.1 The Designer shall submit the documents and materials required for the complete performance of this Agreement in the amounts and formats described in this Agreement.

#### 2.8 Revisions

2.8.1 The Designer shall make changes in, or revisions to documents as may be required by the City in order to accomplish the project in accordance with the work program.

The changes in, or revisions to documents required in this section shall be at no additional cost to the City.

#### 2.9 Substantial Changes

2.9.1 The Designer shall make substantial changes as an Additional Service when requested by the Director of Planning & Development in writing.

#### 2.10 Designer's Code Compliance

2.10.1 It is the Designer's responsibility to see that all work submitted meets all applicable regulations, codes and/or professional standards in effect at the time the services are provided..

### ARTICLE 3. TERMS

3.1 When used in this Agreement or any Schedule thereto, the following terms or phrases shall have the following meaning:

3.1.1 Except when used in connection with reimbursable expenses whenever in this Agreement the words "shall include" are used, they shall be construed to mean "shall include, but not to be limited to" unless there is specific language to the contrary.

## 3.2 Enumerations

3.3.1 Whenever in this Agreement there is an enumeration of items, such enumeration is not to be construed as restrictive, but shall include similar and reasonably related items.

## ARTICLE 4. DOCUMENTS

All studies and materials prepared under this Agreement shall be the property of the City and at the termination of the Designer's services, promptly turned over to the City. These items shall include, but not be limited to, originals of drawings, specifications, reports, etc.

The City shall have unlimited rights, for the benefit of the City, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement; and with respect thereto the Designer agrees and hereby grants to the City an irrevocable royalty-free license to all such data which may be covered by the Designer's copyright and to all designs as to which the Designer may assert any rights or establish any claims under any patent or copyright laws. The Designer shall not be responsible for changes made in the documents without the Designer authorization, nor for the City's use of the documents if such use does not involve the services of the Designer pursuant to this Agreement.

## ARTICLE 5. NOTICES

Any notice, instruction, or other documents required of the Designer by the City shall be in writing and shall be deemed to be properly given if delivered or mailed, postage prepaid, to the addresses recited in the Preamble to in this Agreement or if provided by email.

**SCHEDULE C**

**RANGE OF HOURLY BILLING RATES**

Principal	_____
Senior Management	_____
Project and Department Manager	_____
Others	_____

**SCHEDULE D**

**PROFESSIONAL SERVICES WORK AUTHORIZATION FORM**

Control Number \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Building Street Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Proposed Budget \_\_\_\_\_

Budget Code \_\_\_\_\_

=====  
Compensation:

Fee Type

( ) Lump Sum

Reimbursable Expenses Authorized \_\_\_\_\_

( ) Time and Materials Not to Exceed

=====  
SCOPE OF WORK:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Designer is requested to review the described work and determine a fixed fee or a fee based upon time and material cost as called for and return for authorization. Upon authorization by the Director of Planning & Development, the undersigned agrees to Perform its services in accordance with the Professional Services Contract Dated \_\_\_\_\_

Fee \_\_\_\_\_

Project Completion Date \_\_\_\_\_

Signature (Designer) \_\_\_\_\_

=====  
You are hereby authorized to proceed with the work described herein this Professional Work Authorization and in accordance with the Professional Services Contract dated

\_\_\_\_\_

Number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**SCHEDULE E**

**CERTIFICATE OF AUTHORITY – CORPORATE**

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds.**)  
at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that
5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)  
of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.
6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE SEAL HERE*  
(Signature of **Clerk or Secretary**)\*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

**Attachment B**

STATEMENT OF QUALIFICATIONS (RFQ) COVER SHEET

This RFQ includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Additional RFQ Submission Documents.

- City of Newton Bidder’s Qualifications and References Form (Attachment C)
- Certificate of Non-Collusion (Attachment D)
- Certificate of Foreign Corporation, if applicable (Attachment E)
- Debarment Letter (Attachment F)
- IRS Form W-9 (Attachment G)
- Certification of Tax Compliance (Attachment H)
- Business Category Information Form (Attachment I)
- Completed and Signed Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)(attached)

Name of Firm or Individual Submitting Bid: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature of Proposer \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Attachment C

CITY OF NEWTON
BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME:
2. WHEN ORGANIZED:
3. INCORPORATED? YES NO DATE AND STATE OF INCORPORATION:

4. IS YOUR BUSINESS A MBE? YES NO WBE? YES NO or MWBE? YES NO

\* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

Blank lines for listing current contracts.

\* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? YES NO IF YES, WHERE AND WHY?

Blank lines for providing details on failed contracts.

\* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO IF YES, PROVIDE DETAILS.

Blank lines for providing details on defaulted contracts.

\* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

Blank lines for listing available vehicles and equipment.

\* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME:
OWNER:
CITY/STATE:

DOLLAR AMOUNT: \$ DATE COMPLETED:
PUBLICLY BID? YES NO
TYPE OF WORK?:
CONTACT PERSON: TELEPHONE #:
CONTACT PERSON'S RELATION TO PROJECT?:
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

---

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**Attachment D**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and 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 or individuals.

---

(Signature of individual)

---

Name of Business

**CERTIFICATE OF FOREIGN CORPORATION**

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

---

**(Jurisdiction)**

**The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.**

---

**Name of person signing proposal**

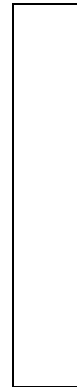
---

**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*



Attachment F

DEBARMENT LETTER

City of Newton



Mayor  
Ruthanne Fuller

**Purchasing Department**  
Nicholas Read *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid # \_\_\_\_\_

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Address)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

IRS Form W-9

<p><b>Form W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p>	<p><b>Give form to the requester. Do not send to the IRS.</b></p>
--	--	---

Print or type See Specific Instructions on page 2.	Name (as shown)		
	Business name		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P= <input checked="" type="checkbox"/> Partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶		
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	City, state, and ZIP code		
List account number(s) here (optional)			

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number : : : : : : : : :
	or
	Employer identification number : : : : : : : : :

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Name	Date ▶
------------------	----------------------------	------	--------

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



ATTACHMENT H

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual (Mandatory)  
(Voluntary) or Federal Identification Number

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number

Print Name: \_\_\_\_\_

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

**OR**

\_\_\_\_\_  
Company Name  
(Corporation, Partnership, LLC, etc.)

By: \_\_\_\_\_  
\*\*Corporate Officer (Mandatory)

Print Name: \_\_\_\_\_

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

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

**Attachment I**

**Business Category Information Form\***

**RFQ No. 24-63**

**CHRISTINA ST BRIDGE AND PATHWAY**

<b>Business Type Categories*</b>	
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

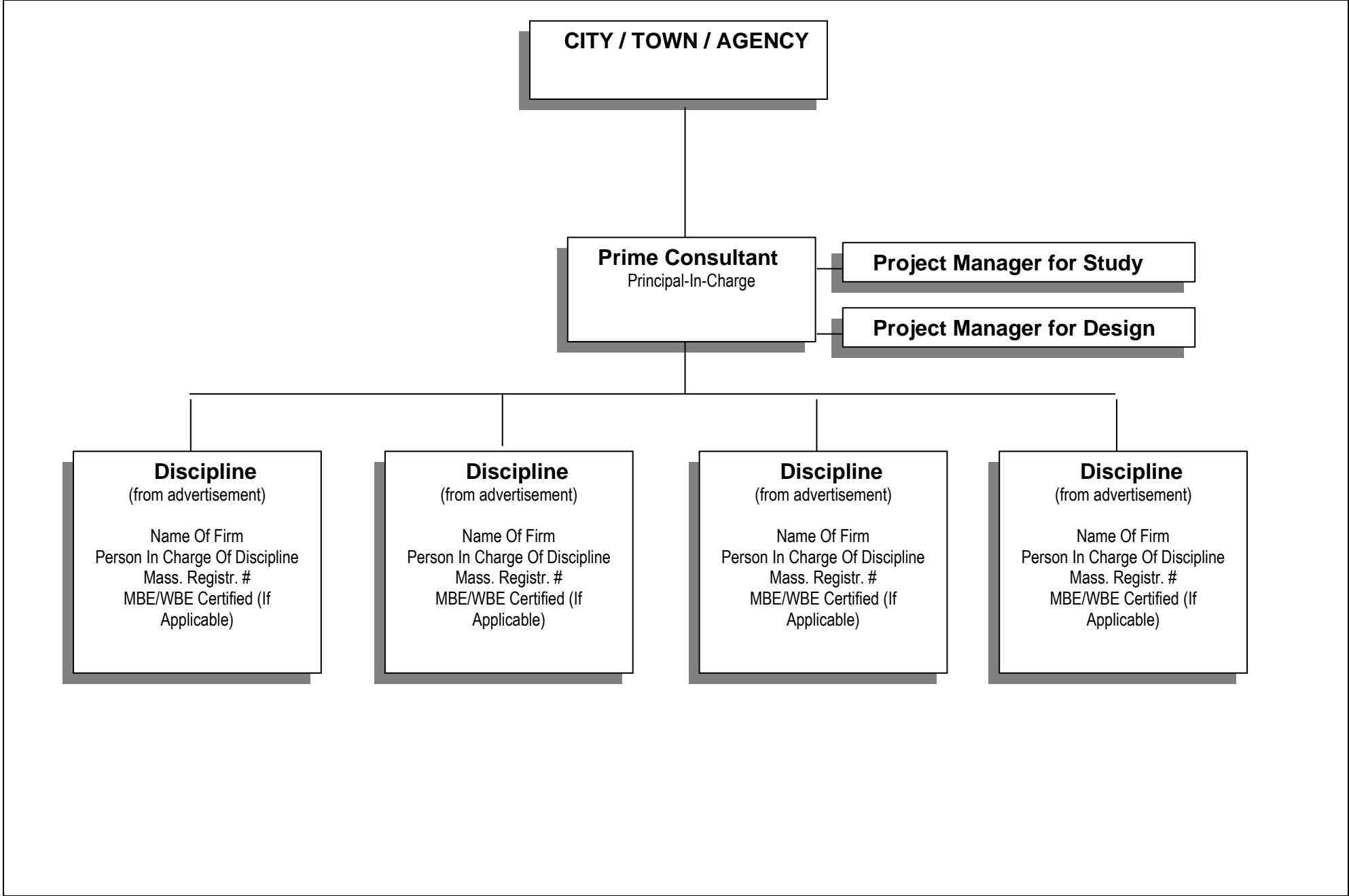
Company Name: \_\_\_\_\_

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

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



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



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

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

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

Sub-Consultant Name:

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

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

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



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

**Be Specific – No Boiler Plate**

11. Professional Liability Insurance:

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

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

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

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

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

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

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

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

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