

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE NEWTON PLANNING DEPARTMENT

PROJECT MANUAL:

**COMMUNITYWIDE SURVEY OF MID-20TH CENTURY
ARCHITECTURAL RESOURCES – PHASE II**

INVITATION FOR BID #25-01

Bid Opening Date: August 22, 2024, at 10:00 a.m.

JULY 2024

Ruthanne Fuller, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #25-01**

The City of Newton (City) invites sealed bids pursuant to M.G.L. c.30B, §5 for a:

COMMUNITYWIDE SURVEY OF MID-20TH CENTURY ARCHITECTURAL RESOURCES – PHASE II

Bids will be received until: **10:00 a.m., August 22, 2024**

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened.

Contract Documents will be available on line at www.newtonma.gov/bids, or for pickup upon telephone request at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., July 18, 2024**.

There will be no charge for contract documents. Bid surety is **not** required with this bid.

The purpose of this project will be to conduct an intensive-level community-wide survey of cultural and architectural resources in the City of Newton to continue the survey work that was started in FY22 to survey properties vulnerable to demolition. This project will be structured to provide professional cultural and architectural resource survey expertise to the community. Specific project goals are as follows:

- 1) To conduct a community-wide survey to assess and document approximately 122 selected cultural and architectural resources built between 1940 and 1975, following Massachusetts Historical Commission (MHC) survey standards and methodology.
- 2) To identify contexts for National Register evaluation and to apply the National Register criteria to all resources identified in the survey; and
- 3) To submit to MHC a list of individual properties and/or districts that are recommended for nomination to the National Register of Historic Places.

All bids must be submitted in the manner and form prescribed by this IFB.

All bids shall be submitted as **one (1) ORIGINAL, one paper (1) COPY**.

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure it has received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER 25-01.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

Note that Massachusetts law imposes certain documentation requirements for public contracts, including but not limited to, contractor DCAMM certification, bid, performance and payment bonds, and non-collusion and tax certifications. A contract is not effective until it is signed by the City Mayor, and the Mayor will not sign until all documentation requirements have been met. Once an award is made, a contract must be executed promptly so the City can start scheduled work. The City cannot pay for work done without a contract. If a contractor unduly delays submitting all required paperwork, the City will be under no obligation to pay a contractor promptly even after a contract is effective, it could bar the contractor from future bids as not responsible and may require the City to obtain services from another contractor or contractor.

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 or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read

Chief Procurement Officer, July 18, 2024

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

INTRODUCTION

The City of Newton (City) is seeking responses from qualified historic preservation consultants to undertake an intensive-level, communitywide survey of cultural and architectural resources built between 1940 and 1975 in the City of Newton. This Invitation For Bids (IFB) stipulates the procedures and requirements to be used by the City in its selection for consulting services. The project will be divided into four phases (with estimated completion dates), to be completed over a nine-month period:

- a. Phase I – Identification of documentary materials available for the project and development of methodology (October 25, 2024);
- b. Phase II – Identification of properties to be surveyed and production of sample inventory forms (December 20, 2024);
- c. Phase III – Production of complete draft inventory forms for review by the Newton Historical Commission (NHC) and Massachusetts Historical Commission (MHC) (May 9, 2025); and
- d. Phase IV – Production of final inventory forms, reports and maps (June 27, 2025).

Contractors must provide fee amounts for each of these four tasks in their response. The City has established a budget not to exceed \$35,000.

ARTICLE 1 - BIDDER'S REPRESENTATIONS

- 1.1 Each Bidder (hereinafter called the “Bidder”) by making a bid (hereinafter called “bid”) represents that the Bidder has read and understands the Bid Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the “Contract Documents”) and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.
- 1.3 The Bidder represents that it meets the following qualifications
 - a. Project Experience. The contractor’s response demonstrates experience in providing services related to the City’s requirements as specified in the scope of work. The response must demonstrate successful completion of closely comparable projects (5 or more), prior experience with municipally, privately, or MHC-funded not-to-exceed or fixed-fee contracts and must include projects completed in Massachusetts.
 - b. Sample Work Products. Project work samples must include MHC inventory forms completed within the last five years that meet current MHC standards and guidelines.
 - c. Qualifications of the Contractor. Contractors, including all key personnel must meet the following minimum qualifications:
 - (i) Bachelor’s Degree in Historic Preservation, Architectural History, History, Art History or a closely related field, and at least five years full-time experience in an area relevant to the project;
 - or
 - (ii) Master’s Degree in Historic Preservation, Architectural History, History, Art History or a closely related field, and at least three years full-time experience in an area relevant to the project.
 - d. Approach to the project. The contractor’s proposed methodology and work plan must demonstrate a clear understanding of all project requirements as specified in the scope of work, including tasks, products, and submission deadlines.

- e. Client References. References must confirm that the contractor met project schedule expectations and delivered products that met client requirements.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov. The City will only answer such requests if received **by Friday, August 16, 2024 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids (IFB) where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an IFB outside of the Purchasing Department, once an IFB has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #25-01**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/government/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #25-01."
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
 - * GENERAL BID FOR: **#25-01**
 - * NAME OF PROJECT: **Communitywide Survey Of Mid-20th Century Architectural Resources – Phase II**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one original and one copy.**
- 4.8 Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no Less than 10 hours of OSHA-approved safety and health training. See M.G.L. c.30, §39M(c), M.G.L. c.30, §39S(a)(1), M.G.L. c.149, §44E(2) & M.G.L. c.149, §44F(2).
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project must certify on the Bid Form compliance with the applicable requirement. Non-compliance with this law will disqualify the bidder.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing “No Change”, or “N/C” or “0” in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices from Bidders to provide the services listed in the Scope of Work (Attachment A) at pp. 10-13 below. The City will evaluate all bids to ensure that all required submittals have been included in responses and that all responses meet the City’s requirements. Responses that are deemed to be complete shall be presented to a selection committee consisting of City staff familiar with the project and procurement process and members of the NHC to determine that they meet the City’s requirements. Complete responses will also be reviewed by the MHC before an award can be made. The City will thereupon award one (1) contract to the responsible and eligible Bidder submitting the lowest Proposed Contract Price on attached General Bid Form #25-01 within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

- 7.4 As used herein, the term “lowest responsible and responsive Bidder” shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City’s exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING

BID FORM #25-01

A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City entitled:

COMMUNITYWIDE SURVEY OF MID-20TH CENTURY ARCHITECTURAL RESOURCES – PHASE II

B. This bid includes addenda number(s) _____, _____, _____, _____,

C. The Bidder's Proposed Contract Price is as follows;¹

Phase 1: _____ Dollars (\$ _____)

Phase 2: _____ Dollars (\$ _____)

Phase 3: _____ Dollars (\$ _____)

Phase 4: _____ Dollars (\$ _____)

TOTAL (Proposed Contract Price) _____ Dollars (\$ _____)

(not to exceed \$35,000)

COMPANY NAME: _____

D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days

Prompt Payment Discount _____% _____ Days

Prompt Payment Discount _____% _____ Days

E. The undersigned has completed and submits herewith the following documents:

- Signed Bid Form, 2 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certificate of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Business Category Information Form, 1 page

¹ Fees shown shall include all costs and expenses (including materials, copying, mileage, photography, etc.) necessary to complete the Scope of Services described in Attachment A of this IFB.

- F.** The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

(FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

ATTACHMENT A

City of Newton Communitywide Survey of Mid-20th Century Architectural Resources - Phase II

SCOPE OF WORK

PROJECT OBJECTIVES

The purpose of this project will be to conduct an intensive-level community-wide survey of cultural and architectural resources in the city of Newton to continue the survey work that was started in FY22 to survey properties vulnerable to demolition. This project will be structured to provide professional cultural and architectural resource survey expertise to the community. Specific project goals are as follows:

- 1) To conduct a community-wide survey to assess and document approximately 122 selected cultural and architectural resources built between 1940 and 1975, following Massachusetts Historical Commission (MHC) survey standards and methodology.
- 2) To identify contexts for National Register evaluation and to apply the National Register criteria to all resources identified in the survey;
- 3) To submit to MHC a list of individual properties and/or districts that are recommended for nomination to the National Register of Historic Places.

METHODOLOGY

The Analytical Framework:

The community-wide survey project must incorporate MHC criteria and methodology, to current standards. (See MHC's *Historic Properties Survey Manual: Guidelines for the Identification of Historic and Archaeological Resources in Massachusetts* (1992), *Survey Technical Bulletin #1* (1993), *MHC Interim Survey Guidelines* (March 1999, et seq.), *MHC Interim Guidelines for Inventory Form Photographs* (2009), and *Technical Guidelines for Electronic Files in MHC S&P Surveys* (2020). Both MHC survey guidelines and the tasks and products of the survey Scope of Work meet the Secretary of the Interior's *Standards and Guidelines for Identification* (1983).

The MHC criteria for conducting a communitywide survey are designed to identify the full range of cultural resources. Cultural resources are the physical elements in the landscape that remain from historical patterns of human activity. Many components of a community's historical development are associated with the location and type of surviving cultural resources, and the community-wide survey will therefore relate cultural resources to historic patterns of architectural development, land use, economic development, social and demographic history, and events that had an impact on the community. The communitywide survey should recognize ethnic and cultural diversity within the community and seek to identify cultural resources associated with the history of the minority social and cultural groups and individuals that may have played a role in the community's history.

The *MHC Reconnaissance Survey Town Report for Newton* (1981), the corresponding MHC Reconnaissance Survey Regional Report, *Historic & Archaeological Resources of the Boston Area* (1982), existing survey forms and National Register nominations on file with the MHC will provide a preliminary framework and base of information for this analysis. Individual forms and area forms will expand upon the information in the *Town Report* and will relate inventoried properties to the significant themes in the historical development of Newton.

Phase Meetings:

The project consists of four phases. Project personnel, both the consultant and the project coordinator, will participate with MHC staff in conference calls or online meetings to review project progress and products at the end of each phase. Work to be carried out during each phase and products due at the end of each phase, are described below.

The Inventory:

The community-wide survey will consider the full range of cultural resources available in terms of period, theme, property type, architectural form and style, and geographic distribution. Significant themes of historical and architectural development will be identified, and resources will be related to these themes.

The survey will identify buildings and structures that are architecturally and historically significant in the history and development of the community. The survey will include both representative and outstanding examples of the building forms, types, and styles present in the community.

MHC individual property and area inventory forms, maps and National Register recommendations will be completed and submitted to MHC in accordance with the survey guidelines set forth in the MHC's *Historic Properties Survey Manual: Guidelines for the Identification of Historic and Archaeological Resources in Massachusetts* (1992) and *Survey Technical Bulletin #1* (1993), *MHC Interim Survey Guidelines* (March 1999 et seq.), and *MHC Interim Guidelines for Inventory Form Photographs* (2009), *Technical Guidelines for Electronic Files in MHC S&P Surveys* (2020), as well as the Secretary of the Interior's *Standards and Guidelines for Identification* (1983, copies available from the MHC).

These publications and memoranda are all incorporated into this contract by reference. The work to be carried out during each phase, and products due at the end of each phase, are described on the following pages.

SCOPE OF WORK

Phase I (6 weeks)

Tasks:

- (Start-up meeting) Meet with the Local Project Coordinators (LPCs) and MHC staff to discuss the scope and inventory methodology of the project and to assess the available online documentary materials and other collections accessible by consultants (City of Newton files, local and regional libraries and archive collections, etc.); Select maps, including a working map and large-scale base map (assessor's parcel map is preferred), to identify inventoried areas and properties;
- Determine availability of electronic mapping and parcel data and of Newton GIS data suitable for use in the project;
- Review existing inventory forms on file at both the City of Newton and at the MHC;
- Conduct initial research and reconnaissance survey to verify the types and geographical distribution of cultural resources, and to develop criteria for selecting properties to be extensively researched in the survey.
- (Phase I Meeting) Meet with LPCs and MHC staff to review the products of Phase I and discuss outstanding issues related to the selection of properties in Phase II.

Products:

- Working maps and large-scale base map(s) to be used to identify inventoried properties
- Methodology statement, specifying:
 1. Survey objectives;
 2. Criteria for selecting properties for survey;
 3. Procedures to be followed in the survey and forms of products to be created;
 4. Expectations about the kind, location, and character of historic properties to be recorded;
 5. An assessment of existing documentation;
 6. A brief description of the amount and kinds of information to be gathered about the properties;
 7. Bibliography, including identification of web-based resources to be used in the project.

Phase I will be completed by Friday, October 25, 2024

Phase II (8 weeks)

Tasks:

- Conduct continued architectural assessments and documentary research to identify important historic themes, events, and persons for the survey target areas, with particular attention to substantially synthesizing and supplementing the information already available. Research collections should include relevant local, regional and state library and archive collections, as well as web-based research sites.
- Apply selection criteria and prepare list of specific properties to be surveyed.
- Complete representative draft inventory forms for different property types.
- (Phase II Meeting) Meet with the LPCs and MHC staff to review property lists and draft forms.

Products:

- List of properties to be surveyed, arranged alphabetically by street address
- Representative draft inventory forms, to be submitted in both hard copy and MS Word format.

Phase II will be completed by Friday, December 20, 2024

Phase III (20 weeks)

Tasks:

- Conduct intensive research of properties selected for inventory
- Identify contexts for National Register evaluation and apply National Register criteria to inventoried areas and resources;
- Prepare draft list of all areas and resources recommended for National Register nomination;
- Prepare inventory forms with photographs and property location maps. Forms for any surveyed properties listed in the State Register of Historic Places must be marked at top front with appropriate designation code and date.
- Submit draft inventory forms with photographs, draft National Register contexts, and National Register recommendation to MHC and the LPCs for review and comment (comments to be incorporated during Phase IV).
- In consultation with the LPCs, MHC survey and MACRIS staff, develop lettering and numbering system for inventoried properties.
- (Phase III Meeting) Meet with the LPCs and MHC staff to review the draft survey forms and National Register nomination recommendations.

Products:

- Unnumbered complete draft inventory forms for approximately 122 properties with photos and locus maps for all areas, buildings, sites, structures, and parks/landscapes. (This information may optionally be submitted in electronic form only for this project phase [CD or DVD].)
- Draft discussion of National Register contexts and list of all areas and resources recommended for National Register nomination

Phase III will be completed by Friday, May 9, 2025

Phase IV (7 weeks)

Tasks:

- Add inventory letters/numbers to forms if these were not added in Phase III.
- Name MS Word files to conform to MHC file-naming convention.
- Complete National Register Recommendation statements to be attached to appropriate inventory forms.
- Prepare base map(s) identifying inventoried properties.
- Prepare street index of inventoried areas and properties.

Products:

- Hard-copy numbered MHC inventory forms for approximately 122 properties (two sets with original photographic prints: one for MHC and one for the local historical commission (LHC). Inventory forms must be printed single-sided on 24 lb. bond paper of at least 25% cotton fiber content. Photographs must be 3½" x 5½" or 4" x 6" digitally produced ink jet prints using MHC approved printer/paper/ink combinations that produce prints with a minimum 75-year permanence rating. (The paper inventory forms should incorporate the electronic version photograph(s) in addition to an attached photographic print. Only one archivally-permanent paper print of the primary view, is required for most inventory forms, clipped - not stapled - to each form.)
- Large-scale base map(s) with all inventoried areas and properties identified by inventory number (two sets: one for MHC and one for the LHC).
- Survey Final Report (four *paginated, unbound, single-sided* copies (two for MHC, two for the City of Newton) which will include the following sections:
 1. Abstract;
 2. Methodology statement, including survey objectives, assessment of previous research, selection criteria, procedures followed in the survey, description of products and accomplishments and an explanation of how results of survey differed from those expectations;
 3. Street index of inventoried properties. Areas will be listed separately at the beginning, arranged alphabetically by area name. Individually inventoried properties follow, arranged alphabetically by street name. Property name (if any) and inventory number also will be included on this list;
 4. Final discussion of National Register contexts and list of recommendations for areas and properties to be nominated to the National Register of Historic Places
 5. Further study recommendations; and
 6. Bibliography.
- CD containing a MS Word file for each inventory form. Each Word file should conform to MHC file naming convention and incorporate photograph(s) and map(s). The CD should also include an MS Word version of the final survey report.
- A separate CD containing high-resolution JPG images for surveyed properties, identified by street address or MACRIS number, following MHC file naming convention for photographic images. Digital images must be a minimum of 1.0 megapixels in resolution.

** The Survey Final Report must identify the community repository and/or municipal office(s) where completed survey documentation (inventory forms, base maps and final report) will be made available to the public.

Phase IV will be completed and submitted to the MHC and LHC by Friday, June 27, 2025

Newton Architectural Survey 1940 - 1975: Potential Properties and Areas to be Reviewed

Street Address	# of properties	Village or Area	Priority	Notes
1-27 Boylston Street	4	Chestnut Hill	Medium	Chestnut Hill Mall; clearly define facades so that NHC can apply 50% demolition rule
74-86 (even) Boylston St	7	Chestnut Hill	High	Area form - apartments
199 Boylston Street	3	Chestnut Hill	High	Chestnut Hill Mall; 1973, Sumner Schein, archt.; clearly define facades so that NHC can apply 50% demolition rule
Brandeis Road area	33	Oak Hill	High	Area form for split-levels. Could be expanded to include Adeline Rd, Great Meadow Rd, Roosevelt Rd.
825-885 Centre St	4	Newton Centre	Low	Newton College of the Sacred Heart (former); lower priority
140 Commonwealth Ave	1	Chestnut Hill	Low	Boston College - Campion Hall; 1955 with 1991 addition; part of Beacon Street streetscape recorded in 2023; lower priority
Cornell St – Ithaca Cir – Pine Grove Ave	35	Lower Falls	Medium	Area form for intact early 1940s residential subdivision. Could extend to surrounding streets to incorporate more properties.
949 to 983 Dedham St	5	Oak Hill	High	Area form
2-34 (even) Hammond Pond Pkwy	4	Chestnut Hill	High	Area form – apartments
7-35 (odd) Hammond Pond Pkwy	10	Chestnut Hill	High	Area form – apartments
300 Hammond Pond Pkwy	1	Chestnut Hill	High	Temple Mishkan Tefila; Former temple
147-201 Hammond St and 180-200 Hammond St	12	Chestnut Hill	Low	Boston College – Upper Campus; Area form for Boston College dormitories (principally 1955-1964); lower priority
Harding St – Hazelhurst Ave	52	West Newton	High	Area form for raised ranches; high priority
Hargrave Cir	4	Newton Centre	Medium	Area form for Newton Housing Authority devt.; check with Planning Could be combined with Wilson Circle on one form (similar architecture and neighboring streets)
89 to 199 (odd) Lexington St	8	Auburndale	High	Area form for row of brick apartment blocks
46 Malia Ter	1	Chestnut Hill	High	Roger & Elsa Sonnabend House; 1951, Stanley Myers, archt.
34 Sherrin Rd	1	Lower Falls	Medium	Uncommon ranch design
Redwood – Sycamore – Westgate – Clinton Roads Area	78	Oak Hill	Low	The Redwoods; Area form for subdivision associated with Home Builders Inc. of Newton (Simon and John Black); lower priority
175 Temple St	1	West Newton	High	Temple Shalom; 1955, Samuel Glaser, archt.
296-334 Washington St	1	Newton Corner	High	Air Rights Plaza Hotel (former); 1968, Davies & Wolf, archt.
3 to 23 (inclusive) Wilson Cir and 4 to 16 (inclusive) Wilson Cir	5	Newton Centre	Medium	Area form for Newton Housing Authority devt. (1975, TAC, archt.); check with Planning; could be combined with Hargrave Circle on one form (similar architecture and neighboring street)
Total	270			
		# of Properties	Priority	
		126	High	
		49	Medium	
		95	Low	

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:

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

_____ YES _____ NO

IF YES, WHERE AND WHY?

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO

IF YES, PROVIDE DETAILS.

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

* 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: _____

END OF SECTION

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

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)

*** Contractor's Social Security Number
or Federal Identification Number

Print Name: _____

Date: _____

Corporate Name

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Officer Name: _____

* 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.

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)

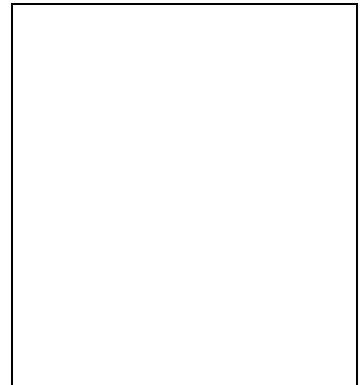
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



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

Contractor

Re: Debarment Letter for Invitation For Bid #25-01

As a potential contractor under 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.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

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

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
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=partnership) ▶ <input checked="" 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:

1. 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
2. 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
3. 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.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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,

Business Category Information Form*

IFB No. 25-01

COMMUNITYWIDE SURVEY OF MID-20TH CENTURY ARCHITECTURAL RESOURCES – PHASE II

Business Type Categories*	Select All That Apply
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 contractors.

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: _____

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder 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 articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Contractor shall indemnify and save harmless the City and all persons acting for 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 Contractor, within a reasonable time, will at its 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.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items.

Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs.”

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

The City shall be named as an additional insurer on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD
RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

END OF SECTION

CONTRACT FORMS

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

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR 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 CONTRACTOR.

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

- I. SCOPE OF WORK.** The Contractor 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 quoted in the Contractor's proposal the following item or items:

COMMUNITYWIDE SURVEY OF MID-20TH CENTURY ARCHITECTURAL RESOURCES – PHASE II

- 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 CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #25-01 (IFB) issued by the Purchasing Department;
- c. The City's IFB for **Communitywide Survey Of Mid-20th Century Architectural Resources – Phase II** Including; the Instructions to Bidders, 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 Bid of the Contractor submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Contractor in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the City and the Contractor. The Contractor 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 this CITY -CONTRACTOR 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 Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of the awarded contract shall extend from date of contract execution through June 30, 2025. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total.

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 Contractor 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 Contractor 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 Contractor. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Contractor 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 Contractor's Proposal Response.
- VII. MATERIALS.** The Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor.
- XIII. PATENT INDEMNIFICATION.** The Contractor 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 Contractor, 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 Contractor 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 Contractor from his obligation to comply in all respects with the contract.

- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor 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 Contractor or the City, the Contractor 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 Contractor, shall be the agents of the Contractor and not of the City, and the Contractor 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 Contractor fails to fulfill in a timely manner its obligations under this Agreement, or if the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor shall be an independent contractor 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 Contractor 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 Contractor is a sole contractor 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. 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.
- XXIII. INSURANCE REQUIREMENTS.** The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation:

Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury \$500,000 each occurrence
\$1,000,000 aggregate
Property Damage \$500,000 each occurrence
\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury \$500,000 each person
\$1,000,000 aggregate
Property Damage \$300,000 each occurrence
\$500,000 aggregate

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 CITY-CONTRACTOR Agreement.

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

CONTRACTOR

CITY OF NEWTON

By _____
Print Name _____
Title _____
Date _____

By _____
Chief Procurement Officer
Date _____
By _____
Director of Planning
Date _____

Affix Corp Seal Here

Approved as to Legal Form and Character

City funds in the amount of _____
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
Date _____

By _____
Mayor or her designee
Date _____

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: _____
(Signature of **Clerk or Secretary**)*

AFFIX CORPORATE
SEAL HERE

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.