

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE PLANNING DEPARTMENT

REQUEST FOR PROPOSAL:

Development Review, On-Call Consultant Support

RFP #25-05

Proposal Opening Date: Thursday, August 29, 2024, at 10:00 a.m.

August 2024

Ruthanne Fuller, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #25-05**

The City of Newton (City) invites sealed proposals pursuant to M.G.L. c.30B, §6 for:

DEVELOPMENT REVIEW, ON-CALL CONSULTANT SUPPORT

Proposals will be received until: **10:00 a.m. EST, Thursday, August 29, 2024**
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals, a list will be created of all proposers names received and will be posted to the City’s website: www.newtonma.gov/bids .

Documents associated with this RFP (Contract Documents) will be available online at the City’s website: www.newtonma.gov/bids after **10:00 a.m., August 8, 2024**.

There will be no charge for contract documents.

Award will be made to the most advantageous proposer for services. Multiple contracts may be awarded.

The term of the contract **shall extend from November 1, 2024 through October 31, 2025**. The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price, terms and conditions**. Services shall be rendered only as required.

All proposals are subject to the provisions of M.G.L. c.30B, §6.

As this is an RFP, proposers shall submit (i) a Technical, or non-price Proposal, which includes everything responsive to this RFP except the proposed contract price, and (ii) a Price Proposal. There is no specific form for the Technical Proposal, although it should be responsive to all information requested in the RFP. A proposer can submit qualifications for multiple “Areas of Expertise” within the same proposal submittal. The Price Proposal shall be submitted on the Price Proposal #25-05 form included in this RFP.

All proposals shall be submitted as follows: **(i) one (1) original, three (3) paper copies of the Technical Proposal, and (ii) one (1) ORIGINAL COPY of the Price Proposal.**

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 they have received any and all addenda prior to the bid opening.

Addenda will be available online with the original bid document as separate files. 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.

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.

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
August 8, 2024

PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL No. 25-05

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for consultant services related to development project review and long-range planning efforts (“Services”), comparative judgments of technical factors, in addition to price, will be necessary for the following reasons:

1. The review of large-scale development projects and long-range planning efforts requires understanding and experience in a complex array of subject areas and interests and the City must ensure that the on-call consultants identified have sufficient expertise, experience, and capabilities to meet the standards required.
2. Newton has its own expectations and approaches to development review that include community engagement, presentations to City Council and other public groups, and an ability to come to an understanding of the concerns and aspirations of the City relative to these development projects.

The City’s evaluation committee shall review, evaluate and rate each proposer’s technical information. After this rating has been reviewed and accepted, the City will open price proposals. The City will award a contract, if at all, to the proposer(s) the City determines most advantageous based on the technical and price proposals.

II. INTRODUCTION

The City of Newton is seeking to procure consultants to provide on-call development review and other design services to assist the City in reviewing large-scale development applications and long-range policy efforts under the management of the Department of Planning and Development.

II. INSTRUCTIONS TO PROPOSERS

1. **Issuing Office.** This Request for Proposals (RFP) is issued for the City.

Inquiries involving procedural or technical matters should be directed to:

Purchasing Department
City of Newton
1000 Commonwealth Avenue, Room 108
Newton Centre, MA 02459

Or

By email: purchasing@newtonma.gov

2. **Submission of Proposals.** Proposals must be submitted in two separate sealed envelopes, one marked “Technical Proposal” the other marked “Price Proposal”. The Technical proposal shall include all information responsive to this RFP **except** the proposer’s price, which shall be set forth in the Price Proposal. Price Proposals shall NOT be submitted with Technical Proposal. Any Technical Proposal containing any part of a Price Proposal may be deemed non-responsive.

One (1) Original and three (3) copies of the **Technical Proposal** must be submitted in a sealed envelope, plainly marked:

“Technical Proposal, RFP #25-05 - Development Review, On-Call Consultant Support”

along with your company name on the front of the envelope. The Technical Proposal shall be submitted with **Attachment B** Technical Proposal Cover Sheet below, and with all documents referenced therein attached.

Addenda must be acknowledged on the Technical Proposal form. Any proposal without an acknowledgement on the Technical Proposal form may be rejected as non-responsive.

One (1) copy of the Price Proposal¹ must be submitted in a sealed envelope, plainly marked:

“Price Proposal, RFP #25-05 - Development Review, On-Call Consultant Support”

along with your company name on the front of the envelope. The Price Proposal shall be submitted on **Attachment A** Price Proposal below.

A proposer’s Price Proposal shall be inclusive of all costs. No separate start up fees or reimbursements for any supply or service, e.g., bonds, insurance, etc., shall be payable by the City.

Proposals must be submitted to

Purchasing Department
City of Newton
1000 Commonwealth Avenue, Room 108
Newton Centre, MA 02459

The deadline for submission of proposals shall be **Thursday, August 29, 2024, at 10:00 a.m. EST**. Faxed proposals **will not** be accepted.

The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act.

RFP Documents will be available online at the City’s website: www.newtonma.gov/bids after **10:00 a.m. EST, Thursday, August 8, 2024**. There will be no charge for RFP documents.

- 3. Proposal Acceptance and Rejection.** The successful proposer shall execute a City-Contractor Agreement, substantially similar in form to that attached hereto, within fourteen (14) calendar days of delivery of the contract to the proposer. If the successful proposer fails to execute such Agreement within such time period, the City may accept the next most advantageous proposal. The failure of any proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

To the extent legally permitted, the City reserves the right to reject any or all proposals or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and may be rejected.

- 4. Addenda.** Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company’s: name, address, phone and fax number and include the RFP NUMBER (#25-05), if you would like to receive any addenda. It is the contractor’s sole responsibility to ensure that they have received all addenda’s prior to the RFP submittal date.
- 5. Acceptance of Proposal Content.** The successful proposal shall be incorporated into the final contract documents.
- 6. Contract and Term.** The term of the contract **shall extend from November 1, 2024 through October 31, 2025 and be renewable at the discretion of the City for two (2) additional terms of one year each**. The renewal period will be subject to the City’s approval.
- 7. Insurance Requirements.** During the term of any agreement, Contractor shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

¹ Although the City is soliciting a Price Proposal, responsibility to pay for all cost of the review of a project shall be borne by the developer which is the subject to the review. The Contractor shall have no recourse against the City for any or all of its fees or costs.

The Consultant shall at their own expense obtain and maintain a Professional Liability Policy for negligent acts, errors or omissions of the Consultant, or of any person or business entity for whose performance the Consultant 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 Consultant 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 Consultant'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 Consultant in an amount sufficient to cover the cost of restoration.

All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts.

8. **Force Majeure.** Neither the City nor the Contractor shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
9. **Termination.** Contractor shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.
10. **Non-discrimination/Equal Opportunity.** Contractor shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City facilities.
11. **Assignment.** Contractor shall not assign or subcontract any portion of the operation without prior written approval from the City.
12. **Independent Contractor.** Contractor and its employees will operate as an independent contractor and are not considered to be City employees.

IV. MINIMUM CRITERIA

Any proposer submitting a proposal must satisfy the following Minimum Criteria. **Proposals which do not demonstrate compliance with the Minimum Criteria may not be further considered.**

1. The project team combined shall have the following: (1) a Master's degree in Planning, Architecture, or other applicable field based on requested services; and/or (3) three years of professional experience in the appropriate fields.
2. Resumes are required for all project personnel including those listed above.

Proposer's must also provide the following documentation copies of which are attached hereto, completed and duly executed. If the proposer has placed its documentation elsewhere in this Technical Proposal, the proposer shall indicate the page number where that documentation can be found within the Technical Proposal. If documentation or identification of page number is not clearly evident for each criterion, the proposal may be deemed unresponsive.

1. Year-end financial statements for the past three completed fiscal years for the proposer

2. Technical Proposal Cover Sheet (Attachment B)
3. Bidder's Qualifications & Reference Form (Attachment C), 2 pages
4. Certificate of Non-Collusion (Attachment D), 1 page
5. Certification of Tax Compliance (Attachment E), 1 page
6. Certificate of Foreign Corporation (if applicable) (Attachment F), 1 page
7. Debarment Letter (Attachment G), 1 page
8. IRS Form W-9 (Attachment H), 1 page
9. Business Category Information Form (Attachment I), 1 page

V. COMPARATIVE CRITERIA

The evaluation of each proposal for the Development Review, On-Call Consultant Support **will be based upon the four (4) "Comparative Criteria" described in this section. Proposals which meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any proposer to provide additional supporting documentation in order to verify a response.**

The Evaluation Committee will assign ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unresponsive (U) to each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

The Comparative Criteria are as follows:

1. Quality and Depth of Project Experience:

Include with your technical proposal descriptions of example projects the consultant has successfully completed. The description should be no more than a page and should include illustrations as appropriate. Web links to project pages should be provided if available.

Highly advantageous: The project proposal demonstrates superior experience in providing services related to the City's requirements. The project proposal demonstrates a wide depth of experience with similar projects (5 or more), and prior experience with municipally or privately funded on-call contracts. Project work samples are of outstanding quality in content and technical presentation.

Advantageous: The project proposal demonstrates solid experience in providing services related to the City's requirements. The project proposal demonstrates a good depth of experience with similar projects (3 to 5), and prior experience with municipally or privately funded on-call contracts. Project work samples are of good quality in content and technical presentation.

Not Advantageous: The proposer has limited experience in providing services related to the City's requirements or with similar projects (less than 3), and prior experience with public or private, on-call contracts. Project work samples minimally meet current standards for content and technical presentation.

Unresponsive: Has not completed any related work or projects similar in scope.

2. Qualifications of the Proposer:

Highly advantageous: The proposer's resume(s) demonstrate that proposer has superior training, educational background and work experience appropriate to the project described herein and all key project personnel demonstrate professional experience well beyond the minimum requirements.

Advantageous: The proposer’s resume(s) demonstrate that proposer has adequate training, educational background and work experience appropriate to the project described herein and all key project personnel demonstrate professional experience that meets or somewhat exceeds the minimum requirements.

Not Advantageous: The proposer’s resume(s) does not demonstrate that proposer has adequate training, educational background and work experience appropriate to the project described herein.

Unresponsive: The proposer did not provide any resumes or background information for project personnel.

3. References (3)

One member of the Evaluation Committee will check three (3) references of all Consultant teams who meet the minimum criteria asking the same questions of each reference. The person who checks the references will prepare a report for the remaining evaluators.

Highly advantageous: All references contacted spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation.

Advantageous: The great majority of references spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation.

Not Advantageous: One reference stated that there had been significant difficulties with the proposer’s ability to deliver the contracted services and deliverables.

Unresponsive: Proposal lacks references.

The selection process will include an evaluation procedure based on the criteria identified above. Proposers may be required to appear for an interview.

4. Interviews (The City may, as an additional Comparative Criterion, request interviews to take place. Interview travel expenses are to be paid by the proposer, not by the City.):

Highly Advantageous: Proposer for this project was present, clearly stated a plan of action, demonstrated excellent communications skills, and successfully responded to all questions from the Evaluation Committee.

Advantageous: Proposer for this project was present, outlined a plan of action, demonstrated excellent communication skills, and successfully responded to most of the questions from the Evaluation Committee.

Not Advantageous: Proposer for this project was present but did not present a plan of action and/or was unable to communicate effectively or did not successfully respond to questions from the Evaluation Committee.

Unresponsive: Proposer did not attend the interview.

VI. PROJECT FEE

Project fees must be provided as described. Fees shown shall include all costs and expenses (including materials, copying, mileage, photography, etc.) necessary to complete the scope of work.

Price Proposal

Proposers shall use “ATTACHMENT A” to this RFP #25-05 in submitting this price proposal. Please remember to submit your price proposal in a **separately sealed marked envelope**. Any Technical proposal with prices included will be deemed unresponsive.

VIII. CONTRACT TERM

Work under this RFP is expected to begin **November 1, 2024 and shall extend through October 31, 2025.**

VIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposals, which submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

In evaluating Proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer, fails to satisfy the City that the proposer is properly qualified to carry out the responsibilities set forth in the Scope of Work.

IX. RULE FOR AWARD

1. The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration price and the evaluation criteria set forth in the RFP.
2. The contract will be awarded within ninety (90) days after the proposal opening. The time for the award may be extended for up to 45 additional days by mutual agreement between the City and the apparent most advantageous responsive and responsible offeror.

CITY OF NEWTON

Planning and Development Department Development Project Review, On-Call Consultant Support

NARRATIVE DESCRIPTION

The City of Newton is seeking to procure consultants to provide on-call development review and policy related services to assist the City in reviewing large-scale development applications and long-range policy efforts under the management of the Department of Planning and Development.

Project Context

A city of nearly 90,000 people adjacent to Boston, Newton benefits from a prime location with good transportation access to the region's job centers in Boston, Cambridge, and the Route 128 corridor and an excellent public-school system. The City also represents an ideal mixture of good community design with a number of historic, walkable, and transit-oriented village centers, attractive neighborhoods, and beautiful parks. These amenities have made Newton a highly desirable community and, coupled with the strong regional economy, there is a high demand for new residential and business development and a commensurate increase in traffic and related growth issues. The City has seen an increase in the number and size of development proposals and is anticipating additional large, complex proposals over the next few years (special permit applications, rezoning requests, and/or 40B comprehensive permit applications). The City is also undertaking numerous policy efforts related to zoning, housing, and economic development.

In order to adequately manage and review these applications and efforts, the City is seeking multiple transportation, economic development, engineering, and environmental consultants to provide peer review and related services. Planning Department staff will serve as the project manager of this work. For each project review, a team of peer review consultants will be selected; together these teams will be tasked with answering the questions the City Council and/or the Zoning Board of Appeals, as well as the community, need answered in order to understand the proposed project and its potential costs and benefits for the City. As each project is different, the team selected may also be different. Consultants participating in these teams will focus on their area of expertise as a member of the team.

A typical peer review project will include the following steps:

1. Review of developer-submitted plans and designs.
2. Review and apply City of Newton adopted policies and regulations.
3. Review the developer-submitted design guidelines.
4. Attend One to six community meetings. These could include the following types of meetings:
 - a. Community Visioning
 - b. Public Design Review
 - c. Presentation of Findings
5. Draft and final report compilation
6. Deliver one or more presentations to the Land Use Committee of City Council or the ZBA

Areas of Expertise

In order to complete these development review projects, the City is seeking consultants with expertise in one or more of the following areas:

1. Urban Planning
2. Meeting facilitation / public engagement
3. Economic development / economic impact analysis
4. Real estate development
5. Fiscal impact analysis
6. Transportation planning / transportation impact analysis / parking
7. Environmental planning / environmental impact analysis (stormwater, habitat, etc.)
8. Historic preservation
9. Drafting zoning, including form-based codes
10. Site design/landscape design

Services and Deliverables

Consultants demonstrating experience in one or more of the Areas of Expertise may be expected to provide one or more of the following services or deliverables:

1. Project Leadership (in some cases, may assign one firm to lead the overall project review)
2. Public workshop facilitation
3. Design review
4. Develop/illustrate alternative designs
5. Economic impact analysis
6. Commercial market analysis
7. Residential market analysis
8. Development feasibility analysis
9. Fiscal impact analysis
10. Inclusionary zoning review
11. Public infrastructure financing strategies
12. Transportation impact analysis/study, parking demand analysis and recommendations, site circulation and maneuverability
13. Multi-modal transportation analysis / design alternative developments
 - a. Street layout design
 - b. Bike infrastructure design
 - c. Transit service planning
14. Environmental impact analysis
15. Analysis of a project's stormwater management and alternative treatment design
16. Hydrogeology services
17. Historic preservation strategies
18. Drafting zoning ordinance amendments
19. Drafting 40R district
20. Tactical urbanism demonstrations
21. Graphics and illustrations
22. Affordable housing resales and lotteries

Project Scope

- A. Initial project meeting, 2-3 hours. Staff will meet with the consultant to develop a detailed work program with timeline for project completion.
- B. Presentation to the appropriate Committee of the City Council (Land Use, Zoning and Planning) or the Zoning Board of Appeals for which the project is seeking approval.
- C. Participation in public meetings, coordination meetings, and/or other activities or planning exercises associated with a given peer review.
- D. Contribution of information, data, drawings and graphics to supplement meetings and to contribute to the final project review report and presentation. Assist staff with preparation of said report and presentation(s) providing draft sections or graphics as necessary. Final versions will be delivered in high-quality electronic format.
- E. Participation in the presentation of the project review report to the appropriate Committee of the City Council or Zoning Board of Appeals.

The selected consultant may also be asked to assist staff with policy-related tasks associated with Planning Department-led projects such as Zoning Redesign. In such a role, the selected consultant will have the same areas of expertise and will be asked to provide similar services and deliverables as outlined above.

Sub-Consultants and Multiple Consultants

Qualification submissions in response to this RFP may include multiple members of individual firms and sub-consultants, however the City reserves the right to utilize the services of individual members of a firm or sub-consultant as needed. The City may award multiple contracts and will seek to ensure that the full scope of development review and related services required will be provided by the set of approved respondents. Applicants awarded contracts will be used on an as-needed basis to supplement and support City staff, working together as a specialized "Project Review Team" customized specifically to each development project review. The make-up of each "Project Review Team" may be different in each development review conducted.

END OF SECTION

ATTACHMENT A

PRICE PROPOSAL

PRICE PROPOSAL

Please list the complete range of titles and fee/rate proposals for all primary and sub-consultants included as part of the corresponding technical/qualifications proposal. The list of titles and corresponding price per unit may be expanded by attaching a separate list to this form. At least one pricing option (ie. hourly rate, daily rate, or per deliverable rate), as appropriate for the service you propose to offer, must be filled out on this form.

Title: _____ Hourly Rate: \$ _____
Daily Rate: \$ _____
Deliverables (list by type)
(): \$ _____ /unit
(): \$ _____ /unit

Title: _____ Hourly Rate: \$ _____
Daily Rate: \$ _____
Deliverables (list by type)
(): \$ _____ /unit
(): \$ _____ /unit

Title: _____ Hourly Rate: \$ _____
Daily Rate: \$ _____
Deliverables (list by type)
(): \$ _____ /unit
(): \$ _____ /unit

Name of Firm or Individual Submitting Bid: _____
Address: _____

Telephone: _____
Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

This proposal includes addenda number(s) _____, _____, _____, _____,

ATTACHMENT B

TECHNICAL PROPOSAL COVER SHEET

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked

This proposal includes addenda number(s) _____, _____, _____, _____.

Additional Technical Proposal Submission Documents.

- Year-end financial statements for the past three completed fiscal years for the Contractor
- City of Newton Technical Proposal Cover Sheet (Attachment B)
- City of Newton Bidder’s Qualifications and References Form (Attachment C)
- Certificate of Non-Collusion (Attachment D)
- Certificate of Tax Compliance (Attachment E)
- Certificate of Foreign Corporation, if applicable (Attachment F)
- Debarment Letter (Attachment G)
- IRS Form W-9 (Attachment H)
- Business Category Information Form (Attachment I)

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:

- * 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

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

ATTACHMENT E

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: _____

Date: _____

Corporate Officer

(Mandatory, if applicable)

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.

ATTACHMENT F

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)

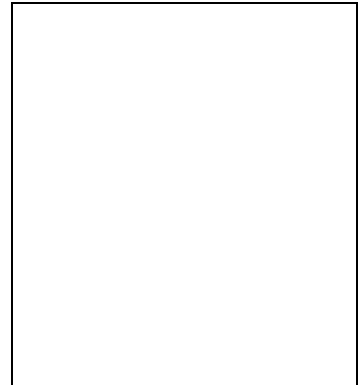
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT G

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.

PHONE _____ FAX _____
EMAIL _____

(Name)
(Company)
(Address)
(Address)

Signature

Date

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

ATTACHMENT H

W-9

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**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 type="checkbox"/> Other (see instructions) ▶	<input checked="" type="checkbox"/> Exempt payee
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.

Social security number
or
Employer identification number

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

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.

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:

- 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 I

Business Category Information Form*

IFB No. 25-05

Development Review - On-Call Consultant Support

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 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: _____

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.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made as of this _____ day of _____, 2024, is entered into by and between _____, hereinafter referred to as the “Consultant”, and the City of Newton, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Director of the Department of Planning and Development, but without personal liability to him, with an address at 1000 Commonwealth Avenue, Newton, Massachusetts, hereinafter referred to as the “City”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do mutually agree as follows:

1. Employment of Consultant

The City agrees to engage the services of the Consultant and the Consultant agrees to perform the professional services as set forth in Schedule A, Scope of Services for the compensation as stated within Schedule B, Compensation and Method of Payment (both schedules are attached hereto and made part hereof), subject to the Consultant’s compliance with all the terms and conditions set forth within this Agreement.

2. Scope of Services and Standard of Care

The Consultant shall do, perform, and carry out in a satisfactory, competent and professional manner, as determined reasonably and fairly by the City, the Project described within Schedule A, Scope of Services. The Consultant and its consultants or subconsultants shall perform the Services under this Agreement in accordance with the professional standards of skill and care generally exercised by planners certified by the American Institute of Certified Planners in the greater Boston, Massachusetts area on projects of similar scope and complexity as of the date of performance of the Services. The Consultant shall be responsible for all Services performed by its agents, employees and/or subconsultants.

3. Duration

- (a) This Agreement shall remain in full force and effect from the date of final execution by the City to _____.
- (b) Provided that the Consultant is not then in default of this Agreement, at the option of the City, the term of this Agreement may be extended for two (2) additional one (1) year terms. The City may exercise such option by giving written notice of its desire to extend this Agreement to Consultant within thirty (30) days prior to the expiration of the then current Agreement term.
- (c) Time schedules for specific “on call projects” will be found in the Professional Services Work Authorization Form, a template for which is attached hereto as Schedule E, for each specific project.
- (d) The Consultant shall complete the work set forth in Schedule A, Scope of Services in an expeditious manner subject to reasonable and fair review and approval by the City. The Consultant shall endeavor to perform the required work in advance of the schedule.

4. Personnel

- (a) The Consultant represents that he has, or will secure at his own expense, all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant.
- (b) All of the services required hereafter shall be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
- (c) None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. The written approval of the City shall in no way relieve the Consultant from his responsibility for the professional and technical accuracy of the work furnished.

5. Waiver of Workman's Compensation and Unemployment Compensation Benefits

The Consultant and Consultant's employees, agents, or other persons for whose conduct the Consultant is responsible shall not be deemed to be employees of the City and shall not file any claim nor bring any action against the City for any Workman's Compensation or unemployment benefits and compensation for which they may otherwise be eligible because of work performed pursuant to the terms of this Agreement.

6. Compensation and Method of Payment

The City agrees to pay the Consultant the compensation specified in Schedule B, Compensation and Method of Payment, which is complete compensation for all services rendered and for such reimbursable expenses as authorized, per Paragraph 7, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a requisition for payment. Neither the City's review, approval or acceptance of any of the services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

7. Reimbursable Expenses

The City agrees to reimburse the Consultant only for those direct costs incurred by the Consultant pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B, Compensation and Method of Payment. As the City does not pay freight and handling charges and is also exempt from sales tax, freight and handling charges and sale tax are not reimbursable by the City.

8. Termination of Agreement for Cause

If for any cause, the Consultant fails to fulfill in a timely manner its obligations under this Agreement, or if the Consultant shall violate any of the terms of this Agreement, the City shall thereupon have the right to terminate this Agreement, by giving written notice to the Consultant 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, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and other material prepared by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just equitable compensation for any satisfactory work completed on such documents and other materials. Any reuse of such documents by the City without written verification or project-specific adaptation by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant.

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

9. Termination for Convenience of City

The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In event of termination for convenience, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and other material prepared by the Consultant under this Agreement shall, at the option of the City, become its property. If the Agreement is terminated for the convenience of the City, the Consultant shall be entitled to payment for services completed. Such compensation shall be reflective of the percentage of work completed, less payments already made for such services. Any reuse of such documents by the City without written verification or project-specific adaptation by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant.

10. Changes

Any change to the professional services described in this Agreement, including, but not limited to, (1) Change to the Scope of Services, (2) Adjustment of the Consultant's compensation, if any, and/or (3) Change to the work schedule, shall not be authorized unless documented by a written amendment to this Agreement, signed by both parties.

11. Incorporation of Non-Discrimination Laws and Regulations

The Consultant, including all approved consultants and subcontractors, shall and hereby agrees to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of this nature. In particular, the Consultant agrees to comply with the provisions contained in Schedule D, which is attached hereto and made a part hereto and, with the Mayor's Executive Order No. HRC-X relative to non-discrimination as amplified by the City's Affirmative Action Plan.

12. Assignability

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.

13. Interest of Consultant

The Consultant covenants that he has neither presently nor shall he during the period of this Agreement have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. Conflicts of interest include but are not limited to: (a) family relationships with officials or employees of the City or (b) instances where the Consultant, during the period covered by the Agreement, was an officer or employee of the City.

14. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the Director of Planning and Development. This provision shall not apply if withholding such information would violate the law or create a risk of significant harm to the public.

15. Certifications

By executing this Agreement, the Consultant makes the following certifications:

- a) The Consultant has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b) No consultant or subcontractor for the Consultant has given, offered or agreed to give any gift, contribution or offer of employment to the Consultant, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Consultant.
- c) No person, corporation or other entity, other than the bona fide full-time employee of the Consultant, has been retained or hired by the Consultant to solicit for or in any way assist the Consultant in obtaining this Agreement for design services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Consultant.
- d) For design contracts which exceed Ten Thousand Dollars (\$10,000) or which pertain to a project whose budgeted or estimated construction cost exceeds One Hundred Thousand Dollars (\$100,000), the Consultant shall have internal accounting controls as required by section 39R (c) of c. 30 of the Massachusetts General Laws and shall file and shall continue to file an audited financial statement as required by section 39R (d) of c. 30 of the Massachusetts General Laws.

16. Compliance with Applicable Laws

The Consultant shall comply with all applicable laws, ordinances, or codes of the Federal, State or local government that are in effect at the time the services are provided in performing any of the work embraced by this Agreement.

17. Sustainability

The Consultant shall do, perform, and carry out the Project described within Schedule A, Scope of Services attached hereto and made a part hereof, in a manner that optimizes Project Sustainability.

18. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement. This Agreement may be electronically signed and transmitted, which electronic signature shall be binding on the signing party.

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quintuplicate on the day first written above in. No agreement shall exist until this Agreement has been signed by all parties.

ACCEPTED FOR:

CITY OF NEWTON, MASSACHUSETTS

CONSULTANT

By: _____

By: _____

Director of Planning and Development

Name: _____

Date: _____

Date: _____

No City monies are obligated by this Contract. No deliveries are to be made except on shipping orders issued by the City under the Contract, each of which must have the certification of the Comptroller of Accounts that an appropriation is available therefor.

By: _____

Date: _____

Chief Procurement Officer

By: _____

Date: _____

Comptroller of Accounts

APPROVED AS TO LEGAL FORM AND CHARACTER:

By: _____

Date: _____

Assistant City Solicitor

CONTRACT APPROVED

By: _____

Date: _____

Mayor or her Designee

SCHEDULE A

Section I. Basic Services

Section I. Basic Services

The Consultant shall provide one or more of the following types of services at the direction of the City's Director, Department of Planning & Development, within thirty (30) days after notification to proceed:

1. Project Leadership (in some cases, may assign one firm to lead the overall project review)
2. Public workshop facilitation
3. Design review
4. Develop/illustrate alternative designs
5. Economic impact analysis
6. Commercial market analysis
7. Residential market analysis
8. Development feasibility analysis
9. Fiscal impact analysis
10. Inclusionary zoning review
11. Public infrastructure financing strategies
12. Transportation impact analysis/study, parking demand analysis and recommendations, site circulation and maneuverability
13. Multi-modal transportation analysis / design alternative developments
 - a. Street layout design
 - b. Bike infrastructure design
 - c. Transit service planning
14. Environmental impact analysis
15. Analysis of a project's stormwater management and alternative treatment design
16. Hydrogeology services
17. Historic preservation strategies
18. Drafting zoning ordinance amendments
19. Drafting 40R district
20. Tactical urbanism demonstrations
21. Graphics and illustrations
22. Affordable housing resales and lotteries

The City's Planning and Development Director shall send the Consultant a Professional Services Authorization Form which will outline the specifics of each Project including proposed work items, estimated budget and time schedule. A fee for each Project will also be determined at that time as per Schedule B. The Consultant shall sign and return the Professional Services Authorization Form within fifteen (15) days of receipt.

Where authorized, the Consultant shall perform the Basic Services described below:

- A. Initial project meeting, 2-3 hours.
Staff will meet with the consultant to develop a detailed work program with timeline for project completion.
- B. Presentation to the appropriate Committee of the City Council (Land Use, Zoning and Planning) or the Zoning Board of Appeals for which the project is seeking approval.
- C. Participation in public meetings, coordination meetings, and/or other activities or planning exercises associated with a given peer review.
- D. Contribution of information, data, drawings and graphics to supplement meetings and to contribute to the final project review report and presentation. Assist staff with preparation of said report and presentation(s) providing draft sections or graphics as necessary. Final versions will be delivered in high-quality electronic format.
- E. Participation in the presentation of the project review report to the appropriate Committee of the City Council or Zoning Board of Appeals.

SCHEDULE B

Compensation and Method of Payment

Section I. Method of Determining Compensation

A fee for Basic Services for each Project 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 Consultant 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 Consultant as per Section V below.

Section IV. Reimbursable Expenses

The City shall pay the Consultant 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 Consultant to the City. Reimbursable expenses shall be those costs incurred for printing documents, for travel related expenses, and for such specialized consultant or sub-consultant services as may be required in the performance of the work within Schedule A, Scope of Services, herein and shall be reimbursed to the Consultant at direct cost, with the exception that the Consultant may include a 5% mark-up for consultants or sub-consultant 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 Consultant within thirty (30) days of submission by the Consultant 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 Consultant's requisition. Payment shall not be due the Consultant 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 C

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 Consultant.
 - 1.1.1 The City shall furnish upon the Consultant'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 Consultant 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 Consultant from his/her professional responsibilities.
 - 1.2.2 The City shall render all approvals required by this Agreement in writing to the Consultant, or it shall notify the Consultant 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 CONSULTANT

- 2.1 Scope
 - 2.1.1 The Consultant 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 consultants, or subcontractors.
- 2.2 Assignability
 - 2.2.1 The Consultant 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 Consultant shall at their own expense obtain and maintain a Professional Liability Policy for negligent acts, errors or omissions of the Consultant, or of any person or business entity for whose performance the Consultant 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 Consultant 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 Consultant'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 Consultant in an amount sufficient to cover the cost of restoration.

The Consultant 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 Consultant, or the services of any person or business entity for whose performance the Consultant is legally liable, rendered pursuant to this Agreement, regardless of whether caused in part by the party indemnified hereunder.

2.4 Employment of Consultants

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

2.5 Meetings

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

2.10 Consultant's Code Compliance

2.10.1 It is the Consultant'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 Consultant'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 Consultant agrees and hereby grants to the City an irrevocable royalty-free license to all such data which may be covered by the Consultant's copyright and to all designs as to which the Consultant may assert any rights or establish any claims under any patent or copyright laws. The Consultant shall not be responsible for changes made in the documents without the Consultant authorization, nor for the City's use of the documents if such use does not involve the services of the Consultant pursuant to this Agreement.

ARTICLE 5. NOTICES

Any notice, instruction, or other documents required of the Consultant 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 D

RANGE OF HOURLY BILLING RATES

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

SCHEDULE E

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 Consultant 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 (Consultant)

=====
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 F

CERTIFICATE OF AUTHORITY – BUSINESS CORPORATIONS

1. I hereby certify that I am the Clerk/Secretary of:

_____ corporation; and that
(insert name of corporation)

2. _____ is the duly elected
(insert name of officer who signed contract)

_____ of said corporation; and that
(insert title of officer)

3. on _____ at a duly authorized meeting of the Board of
(insert date of meeting)*

Directors of said corporation, at which all the Directors were present or waived notice, it was voted that

_____ of this corporation
(insert name and title of officer) (NOTE: Should be same as No. 2 above)

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 on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

4. the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(Signature of Clerk or Secretary)

Name: _____
(Please print or type name of Clerk/Secretary)

DATE: _____
(insert date Certificate signed by Clerk or Secretary)**

*This date must be **on or before** the date that the corporate officer signs the contract.

This date must be **on or after the date that the corporate officer signs the contract.