

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PARKS, RECREATION & CULTURE

**REQUEST FOR QUALIFICATIONS:
LOUISE LEVINGSTON COVE IMPROVEMENTS
*RFP #21-13***

Submittal Date: October 8, 2020 at 11:00 a.m.

Pre-Bid Meeting: October 1, 2020 at 11:00 a.m.

**SEPTEMBER 2020
Ruthanne Fuller, Mayor**

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS #21-13

The City of Newton (City) invites sealed Statements of Qualifications (SOQs) for:

LOUISE LEVINGTON COVE IMPROVEMENT DESIGN SERVICES

Pre-Bid Meeting* **11:00 a.m., Thursday, October 1, 2020**
Levingston Cove, Berwick Road Entrance, Newton

RFQs will be received until: **11:00 a.m., Thursday, October 8, 2020****
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 . The Pre Bid Meeting is **NOT** mandatory.

***All attendees at the Pre-Bid must be masked to prevent the spread of COVID and should provide their own pens for sign in.**

**** To promote the health and safety of City workers and the public, Newton City Hall is still observing COVID restrictions. The City has adopted the following procedures that may affect your participation in this bid:**

- 1. Bidders who wish to attend the Bid Opening can do so by telephone conference call. To attend, call 617.454.5555. When prompted, enter Participant Passcode 1220#. There will be no in person meetings.**
- 2. Bids not sent by mail or courier or delivered to Room 108 may be dropped off in a locked drop box at the top of the stairs to left of the main door to City Hall. The box will be checked at the scheduled submission deadline.**
- 3. Bids results will be scanned and posted as soon as practicable after the opening. Copies of bids will be available on written request.**

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 **after 10:00 a.m., September 24, 2020.**

There will be no charge for contract documents.

Award will be made to the most qualified proposer for services.

The term of the contract **shall extend from the date of contract execution to October 1, 2021.**

The services hereunder relate to public works construction to restore shoeline along Crtystal Lake in Newton, and so proposals are not. subject to the provisions of M.G.L. c. 7C, §§43-57, M.G.L.c, 149, §§44A-44J or M.G.L. c.30B. The City nevertheless wishes to use a Request For Qualification (RFQ) process to select the best qualified designer. Accordingly, all terms of the designer selection process are governed by this RFQ and by statute. The City reserves the right to modify or amend this RFQ.

All SOQs shall be submitted as provided in "Submission Requirements" at pp. 9-10 below.

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 may reject any and all bids if it decides that it is in the best interest of the City to do so. 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

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive style with a large, prominent "N" and "R".

Nicholas Read
Chief Procurement Officer
September 24, 2020



REQUEST FOR DESIGNER SERVICES
City of Newton, MA
Newton Department of Parks, Recreation & Culture

LOUISE LEVINGSTON COVE IMPROVEMENT
September 24, 2020

Invitation: The City of Newton (“City”) is seeking the services of a qualified designer to provide professional design and construction administration services for the improvement to the Louise Levingston Cove at Crystal Lake, Newton, Massachusetts (“Project”). Selection of the designer will be made in accordance with this Request For Qualifications.

The estimated construction budget for the Project is unknown at this time and will depend upon the solution that is agreed upon by the City. The Fee for design services will be negotiated but will not exceed \$89,000 for basic services for the design development through construction administration phase.

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. 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. Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

The City believes in a design approach where all Project stakeholders are involved in the design process from start to finish on a collaborative basis. The process recognizes that non-inclusive and compartmentalized design decisions made unilaterally may have adverse impacts on achieving sustainable design goals. An integrated design approach is required for the Project.

Project Overview

The Newton Parks, Recreation & Culture Department (PRC) is seeking a professional landscape architectural and engineering design team to assist in design development, permitting and geotechnical work, construction documentation, BID assistance, and construction administration. The conceptual design (See attachments) has been produced by Weston & Sampson and approved by the Newton Parks and Recreation Commission along with many other stake holders, including members of the general public. Public input has been considered and incorporated into the preferred plan where possible within the park’s program. The preferred plan will improve accessibility, manage stormwater runoff, protect and enhance wildlife habitat and overall recreational value, and ensure public safety.

This RFQ consists of the following:

- Description of the Park
- Scope of Services
- Tasks: Meetings and Products
- Schedule and Fee
- Attachments

Description of the Park

The crescent-shaped Levingston Cove is roughly one-half of an acre; it sits on the shore of Crystal Lake at the intersection of Lake Avenue and Lakewood Road in Newton Highlands. The existing grassy slope and its mostly inaccessible shoreline pathway have eroded severely. There are mature trees and a sparse understory buffer along its shoreline. The Park provides opportunities for sitting and viewing, fishing, nature study, sunbathing, picnicking, and walking. The Park also serves as habitat for land- and water-based wildlife. Located further south along the shore is Newton's only supervised, natural area for public swimming known as Crystal Lake Park and Bath House.

Scope of Services

The selected designer will work closely with PRC and the Department of Public Works (DPW) through design development, construction documentation for bidding and securing construction funding. Assistance with all required permitting, and up to two (2) meetings with the Conservation Commission (ConCom) will be a requirement. The selected designer will also assist the city with up to two (2) meetings with the Community Preservation Committee (CPC) to secure construction funding and any additional funding that may be required for construction administration. PRC reserves the right to continue with the selected designer into the construction phase. The Project is on a tight schedule for construction completion and the City is seeking designers that can demonstrate the ability to work at a fast pace to complete design development and other supporting deliverables outlined herein. The City is seeking to bid this project for construction by the fall of 2021. The topographic survey shall be issued by the City at the time of contract execution.

Deliverables and Products

Task 1: Design Development through Bidding

Task 1.1: 25% Design Development, Cost Estimate and Preliminary Outline Specifications

- Documents shall represent a 25% completion level.
- Up to one meeting with PRC to strategize design development.
- Submit the design development drawings and estimates electronically to PRC and other relevant city departments for review.
- Preliminary outline specifications preferred but not required.
- Up to two (2) informational hearings before the Community Preservation Committee (CPC) and ConCom.
- Begin and submit the PRC Response to Comments tracking sheet (to be provided by PRC upon a fully executed contract) combining comments from ConCom, the CPC, PRC and other city departments.

Task 1.2: 60% Design, Specifications, Cost Estimate and Comment Response

- Documents shall represent a 60% completion level.
- Submit Design and contract documents, including plans, details, and cost estimates electronically to PRC and other relevant city department for review.
- Prepare required documentation as outlined in other project tasks.
- Up to two (2) approval hearings before CPXC and ConCom.
- Update and submit the PRC Response to Comments tracking sheet combining comments from the Conservation Commission, the Community Preservation Committee, PRC and other city departments.

Task 1.3: 90% Design, Specifications, and Cost Estimate

- Documents shall represent a 90% completion level.
- Submit 90% contract documents, including plans, details, and cost estimates electronically to PRC and other relevant city department for review.
- Up to one (1) hearing before the Parks & Recreation Commission.
- Update and submit the PRC Response to Comments tracking sheet combining comments from PRC and other city departments.

Task 1.4: 100% Design, Specifications, Cost Estimate & DWG file

- Documents shall represent a 100% completion level.
- Submit 100% contract documents, including plans, details, and cost estimates electronically to PRC and other relevant city departments for review.
- Update the PRC Response to comments tracking sheet combining comments from PRC and other city departments.
- Prepare final contract bid documents including bid forms, special provisions, other specifications, plans, details and related bid items.
- Submit five (5) paper copies of full-size drawing sets and bid specifications.

Task 1.3: Project Meetings

- Attend up to five (5) project meetings, which include hearings before the CPC, the Parks & Recreation Commission and ConCom.
- Allow up to three (3) discretionary meetings as required by PRC or other city departments, agencies, regulatory bodies and boards.
- A rendered plan and visuals shall be prepared in support of these meetings.

Task 2: Environmental Permitting

This task shall include a permit application, required plans, and engineering drawings for a Notice of Intent (NOI) submittal to ConCom and the MA DEP Regional Office, as well as approvals through the Planning Board and other city boards. Permitting efforts may require an Army Corp of Engineers Section 404 Permit, a Chapter 91 Waterways Application and a Massachusetts Historic Commission Project Notification Form. The selected designer will coordinate communication with the required permitting and other jurisdictional agencies throughout the project. Attendance and participation at public hearings and response to public comments shall be conducted by the selected designer's team. Wetlands delineation will be performed by City staff. Proposers are encouraged to outline their team's permitting background and approach in their SOQ.

The team will prepare all permit applications including required plans, and engineering drawings for the following permits if required:

Task 2.1: Notice of Intent (NOI)

- Prepare and submit an NOI to the Local Conservation Commission and MA DEP Regional Office for the project.
- The project team will attend two (2) public hearings to discuss the project with the city, other stakeholders, and any abutters to the property. The Notice of Intent Application will include:
 - Prepare all forms and notifications for Wetland Regulations and Wetland Bylaw
 - Develop project narrative
 - Develop stormwater report
 - Include all supporting project documentation
 - Prepare plans in required format and provide copies, as required
 - Identify and notify abutters in accordance with NOI filing requirements
 - Provide distribution of NOI filing as required including:
 - MA DEP Regional Office
 - Other regulatory agencies
 - City of Newton
 - Present project at public hearings
 - Provide additional information as may be requested by the Conservation Commission

Task 2.2: ACOE Section 404 Permit

- Prepare and submit to the U.S. Army Corp of Engineers a Pre-Construction Notification (PCN) under Section 404 of the Clean Water Act if required.
- This application will include:
 - Prepare and submit application, plans, narrative, justification for filling and structures based on PCN filing requirements
 - Provide all support documentation of material sampling and testing if required
 - Provide coordination throughout review and approval process

Task 2.3: Chapter 91 Waterways Application

- Prepare and submit Chapter 91 Waterways application to Massachusetts DEP. This is a requirement for any work within Great Ponds (Crystal Lake is considered a Great Pond). This application will include:
 - Prepare application, plans, narrative, justification for proposed project
 - Provide all support documentation
 - Provide notification of abutters and placement of legal advertisement, if necessary
 - Provide coordination throughout review and approval process
 - Address public comments, as may be required

Task 2.4: Massachusetts Historic Commission Project Notification Form

- Prepare and submit to the MHC office a Project Notification Form application. This is required for any project with State actions, including funding or State permits. This application will include:
 - Prepare application, plans, narrative, justification for proposed project
 - Provide all support documentation
 - Provide coordination throughout review and approval process
 - Address comments, as required

Task 3: Structural and Geotechnical Engineering and Documentation

The preferred plan includes a cantilevered overlook deck at the existing concrete wall and at grade decking where there is currently shoreline access. The cantilevered deck, important to improving the functional aspects for viewing the lake at the site, is a complex element that will require detailed structural engineering and construction documentation suitable for bidding and construction.

Task 3.1: Site Visit

- Allow one (1) site visit to analyze existing conditions in advance of structural design

Task 3.2: 60% Design, Specifications, Cost Estimate and Comment Response

- Documents shall represent a 60% completion level.
- Prepare designs and contract documents, including plans, details and specifications.
- Technical structural and geotechnical communications are required. These communications shall include but not limited to memoranda, reports, comment responses received from city staff, Conservation Commission, the Community Preservation Committee, and the Parks & Recreation Commission etc.
- Update the PRC Response to Comments tracking sheet combining comments from PRC and other city departments.

Task 3.3: Project Meetings

- Structural and geotechnical team will attend up to two (2) project meetings.

Task 3.4: 100% Design, Specifications, and Cost Estimate

- Documents shall represent 100% completion level.
- Prepare final contract documents, including plans, details, specifications, and estimates.
- Update the PRC Response to Comments tracking sheet combining comments from PRC and other city departments.

Task 4: Geotechnical Borings

This task involves geotechnical subsurface exploration. The required exploration shall include physical excavation and site restoration required for geotechnical structural borings, a brief technical memorandum summarizing the explorations, encountered subsurface conditions, and geotechnical recommendations.

Task 4.1: Subsurface Explorations

- Assess and coordinate site access for subsurface explorations, and mark potential exploration locations in the field.
- Mark out proposed boring locations and notify Dig-Safe to locate utilities within the public right-of-way.
- The city will provide confirmation of any known on-site utilities (outside of the public Right-of-Way).
- Engage a qualified drilling subcontractor to complete up to three (3) soil borings near the proposed cantilevered overlook deck, decking at grade and terraced seat walls. The borings shall be completed using equipment suitable for geotechnical work in delicate environmental areas. ATV-mounted drill rig, hollow stem augers or cased drive-and-wash drilling are acceptable methods of performing the work.
- Perform laboratory testing for organic content, gradation, confirm field soil classifications, obtain soils parameters, and evaluate re-use of on-site materials.
- Staff a geotechnical engineer to:
 - monitor the explorations in the field
 - maintain field logs of encountered soil and groundwater conditions
 - prepare formal boring logs.
- If needed, communicate with the Conservation Commission regarding the possible filing of a Request for Application of Determination (RDOA).

Task 4.2: Geotechnical Report

Following the on-site explorations and laboratory testing the team will:

- Complete geotechnical analyses and prepare a geotechnical memorandum including the following items as applicable to the project and site:
 - A description of any historical boring information and existing geologic and subsurface information that may be available.
 - A summary of existing site conditions.
 - A description of the subsurface exploration program, a site plan showing exploration location, logs, and an overview of the subsurface conditions encountered.
 - A summary of the proposed construction such as proposed grading, structural loads, and other structural information the project design team may provide.
 - Recommendations for design of proposed dock anchors.
 - Make construction recommendations on best practices to address slope, excavation, groundwater and surface water control, subgrade preparation and protection, treatment of unsuitable soils, and reuse of site soils, as applicable.

Task 5: Stormwater Infiltration Test Pits

A technical memorandum summarizing observations, results and recommendations shall be performed by the selected designer team. The City will perform the physical excavation and site restoration required for stormwater infiltration test pits.

Task 5.1: Permeability Rate Testing and Reporting

- Observe existing features exposed at the ground surface, assess and coordinate site access for test pits, and mark potential locations in the field.
- Work with City staff to complete three (3) stormwater infiltration test pits in locations at or near the proposed stormwater management areas. Dig-Safe notification will be coordinated with Task 4.
- Submit a technical memorandum summarizing observations and results of the tests will be provided to the city. This memo shall include best practice recommendations for stormwater management (rain gardens, permeable pavement, stormwater chambers, overflow mechanisms etc.).

Task 6: Bid Assistance

- attend a pre-bid conference and to answer the inquiries of prospective bidders during the bid period
- Furnish information needed to issue any required Addenda.

Contract scope changes shall be negotiated as required. The following tasks are excluded from this contract but are negotiable:

- Attend the pre-construction meeting
- Processing of pay requisitions and shop drawing reviews/approvals.
- Attend at construction meetings.
- Issue corresponding construction meeting notes.
- Inspection and approval of the built work during and after construction by members of the team.
- Observe any geotechnical-related construction activities. Allow four (4) site visits for structural and geotechnical approvals.

Schedule and Fee

The selected designer is expected to provide services beginning November 2020 with a completion date for final bid documents due October 1, 2021. The city expects construction to begin in the fall of 2021 if possible.

The selected designer's compensation shall be a fee not to exceed \$89,000, and shall represent the maximum fee to the City. Please provide a list of all staff that will be working on the project and their hourly rates. Changes in scope of work shall be negotiated as required.

Submission Requirements

Persons or firms interested in applying must meet the following requirements:

1. Submission shall be one (3) original and one (1) digital copy (in PDF format on separate compact disks and/or thumb drives) must be received on or before 11:00, October 8, 2020. SOQs should be printed double-side and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the SOQ is at the applicant's discretion, but it is recommended that the proposal be laid out in such a manner that the reader doesn't need to be constantly rotating the proposal. The SOQ should not be provided with acetate covers.
2. SOQs must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to the SOQ.
4. Include a list of comparable site improvements projects (no more than 6), including for each a one-paragraph description, dates of service, a contact name, organization, address, email and telephone number.
5. Provide three professional references: name, address, email and telephone number.
6. Background information on the firm.

7. Summary resumes of key personnel who will work on the project.
8. The following forms (attached), completed and signed:
 - Bidder's Qualifications and References Form
 - Certificate of Non-collusion
 - Certification of Tax Compliance

4. Proposals shall be addressed to:

Name: City of Newton Purchasing Department
Address: 1000 Commonwealth Avenue Room 108
Newton, MA 02459
Room 108
Phone: (617) 796-1220
Email: purchasing@newtonma.gov
Fax #: (617) 796-1227

5. Proposals must be clearly identified by marking the package or envelope with the following:

RFQ 21-13 LOUISE LEVINGSTON COVE IMPROVEMENT--
"Name of Applicant"

6. All questions regarding this RFQ should be submitted on or before 12:00 noon on October 2, 2020 to:

Name: City of Newton Purchasing Department
Address: 1000 Commonwealth Avenue Room 108
Newton, MA 02459
Phone: (617) 796-1220
Email: purchasing@newtonma.gov
Fax #: (617) 796-1227

Evaluation Criteria

Each SOQ shall be evaluated based on the following factors:

1. Evidence of substantial experience with site improvement projects of comparable scope and complexity.
2. Evidence of successfully implementing green infrastructure practices in challenging sites.
3. Evidence of experience with and sensitivity to delicate environmental sites within the buffer zone of a Great Pond.
4. Evidence of successfully preparing and presenting projects clearly and coherently to municipal and other regulatory agencies.
5. Evidence in meeting scope, tight schedule and budget on projects of comparable scope and complexity.

Evaluations shall be performed by a committee appointed by the PRC (Committee). The Committee may request additional information or confirmation of information presented and may conduct interviews with proposers at its discretion at such times and places as it may elect.

Disclosure

Each firm's SOQ submitted in response to this RFQ will be considered the property of the City, and may be utilized as deemed appropriate by the City.

Should the proposer desire that certain data within the Application not be utilized for purposes other than as a response to the Application, such data shall be identified on the Letter of Interest in response to this RFQ. Information submitted in response to this request may become subject to disclosure to the public pursuant to provisions of the Freedom of Information Act (5 U.S.C. 552).

False Representation

Information must be fully accurate and complete. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

State Tax Requirements

As required by Chapter 233, Acts of 1983, the successful contractor will be required to sign an attest form certifying that all state tax returns have been filed and all state taxes paid. Offerors are advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the offeror's intent to comply with Massachusetts statutes.

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 of Newton 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 of Newton 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
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

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

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- *** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the Agreement For Engineering & Landscape Architectural Services and related Schedules set forth at pp. 17-29 below.

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

AGREEMENT FOR ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES

The Agreement made as of _____ by and between _____ hereinafter referred to as the “Architect” and the City of Newton, 1000 Commonwealth Avenue, Newton, Massachusetts, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Parks, Recreation & Culture Commissioner, but without personal liability to her hereinafter referred to as “The City”.

WITNESSETH THAT:

WHEREAS, the City desires the Architect to conduct and perform such services;

NOW, THEREFORE, the parties do mutually agree in accordance with this Agreement For Services, which shall consist of the following:

- a. This Agreement For Services;
- b. The City's Request for Qualifications #21-13 (RFQ) issued by the Purchasing Department;
- c. The RFQ documents including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials (collectively referred to herein as the “Project Manual”);
- d. Addenda Number(s) _____;
- e. The Statement of Qualifications submitted by the Architect and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Architect in connection therewith; and
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this Agreement For Services.

****GENERAL PROVISIONS****

1. Employment of Architect:

The City agrees to engage the services of the Architect and the Architect agrees to perform services as set forth the Scope of Services for the compensation as stated within this Agreement.

2. Scope of Services:

The Architect 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 the Scope of Services outlined by RFQ#21-13.

3. Duration:

This Agreement shall remain in force from the date of execution of this contract through the date state in this Agreement. Project activities shall be undertaken and completed in such sequence as to ensure expeditious completion in a manner consistent with the purposes of this Agreement.

4. Personnel

The Architect represents that they have, or will secure at their 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 Architect. (b) All of the services required hereafter shall be performed by the Architect or under their 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 Architect from their responsibility for the professional and technical accuracy of the work furnished.

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

It is agreed that the Architect and Architect’s employees, agents, or other persons for whose conduct the Architect is responsible shall not be deemed to be employees of the City and shall file any claim nor bring any action for any Workman's Compensation or unemployment benefits and compensation for which they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement.

6. Insurance

The Architect shall purchase and maintain commercial general liability and other insurance appropriate for the work and which will provide protection from claims itemized below which may arise out of or result from the Architect performance and furnishing of the work and the Architect’s other obligations under this Agreement, whether the work and other obligations will be performed or furnished by the Architect, any subcontractor or supplier. The amounts of the commercial general liability insurance policy shall be as follows:

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

The Architect shall also provide insurance coverage for

- a. Claims for bodily injury and property damage resulting from liability arising out of pollution related exposures such as removal of contaminated soils, etc. The City shall be named as an additional insured and the amount of coverage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Claims under worker's compensation, disability benefits, and other applicable similar employee benefits acts; claims for damages because of bodily injury, occupational sickness or disease, or death of the Architect’s employees.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Architect’s employees; claims for damages insured by personal injury liability coverage sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Architect, or (b) by any other person for any other reason; claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting from any such injury or destruction.
- d. Claims arising out of operation of laws for damages because of bodily injury or death of any person or for damage to property.

e. Claims for damages because of bodily injury or death of any person, or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned, hired or non-owned motor vehicle used in the Work, including employee non-ownership use. The combined single limit shall be \$1,000,000 and shall include a CA9948 Pollution Endorsement and shall name the City as an additional insured.

The Architect's liability insurance shall include contractual liability coverage sufficient to cover to the Contractor's indemnification obligations under this Agreement. The Architect agrees to pay on behalf of the City, and to provide and pay a defense for all claims covered by the Architect's obligations under the indemnification provisions.

The Architect's liability insurance shall be endorsed to include the City as an additional insured, and any of its subsidiaries or affiliates, and each of their respective directors, officers, or agents as additional insureds. The insurance afforded to the City shall be primary insurance, and neither the coverage nor the amount of insurance provided under the Architect's policies shall be reduced or prorated by the existence of any other insurance applicable to any loss the City has sustained.

The Architect's liability insurance shall remain in effect until the end of any contract period. Evidence of insurance shall be furnished to the City upon request and no less frequently than yearly.

These requirements shall not be construed to limit the liability of the Architect or its insurers. The City does not represent that the specified coverages or limits of insurance are sufficient to protect the Architect's interests or liabilities.

If the City or the Architect suffers injury or damage to person or property because of error, omission or act of the other, any of the other's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observation of that injury or damage. This provision is not and shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

7. Compensation and Method of Payment

The City agrees to pay the Architect the compensation specified in 'Compensation and Method of Payment, which is complete compensation for all services rendered as authorized. Appropriate sums will be paid, subject to receipt of a requisition for payment. Neither the City's review, approval nor 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 Agreement.

8. Reimbursable Expenses

The City shall not reimburse the Architect for direct costs incurred by the Architect pursuant to the performance of work under this Agreement.

9. Termination of Agreement for Cause

If for any cause, the Architect fails to fulfill in a timely manner their obligations under this Agreement, or if the Architect shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, by giving written notice to the Architect 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, and reports or other material prepared by the Architect under this Agreement shall, at the option of the City, become its property, and the Architect shall be entitled to receive just equitable compensation for any satisfactory work completed on such documents and other materials.

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

10. Termination for Convenience of City

The City may terminate this Agreement at any time by giving written notice to the Architect of such termination as specifying the effective date of such termination. Such notice shall be given not less than (5) days prior to the effective date of termination. In event of termination for convenience, all finished or unfinished documents and other materials as described in Paragraph 9, above, shall, at the option of the City, become its property. If the Agreement is terminated for the convenience of the City, the Architect shall be entitled to payment for services completed.

11. Changes

The City may, from time to time, require changes in the Scope of Services of the Architect to be performed hereafter. Such changes, including any increase or decrease in the amount of the Architect's compensation or any change in the work schedule, which are mutually agreed upon by and between the City and the Architect, shall be incorporated in written amendments to this Agreement.

12. Incorporation of Non-Discrimination Laws and Regulations

The Architect, 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 Architect agrees to comply with the Mayor's Executive Order No. HRC-X relative to non-discrimination as amplified by the City's Affirmative Action Plan.

13. Assignability

The Architect 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.

14. Interest of Architect

The Architect covenants that they have neither presently nor shall they 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 Architect 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, (b) instances where the Architect, during the period covered by the Agreement, was an officer or employee of the City.

15. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Architect under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Architect without the prior written approval of the Parks, Recreation & Culture Commissioner.

16. Commission Prohibited

The Architect 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. No consultant to or subcontractor for the Architect has given, offered or agreed to give any gift, contribution or offer or employment to the Architect, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of the contract by the Architect. No person, corporation or other entity, other than bona fide full-time employee of the Architect, has been retained or hired by the Architect in obtaining the 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 Architect.

17. Compliance with Applicable Laws

The Architect shall comply with all applicable laws, ordinances, or codes of the State or local government, in performing any of the work embraced by this Agreement.

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

ARCHITECT

CITY OF NEWTON

By _____

By _____

Chief Procurement Officer

Print Name _____

Date _____

Title _____

Date _____

By _____

Commissioner of Parks, Recreation & Culture

Affix Corporate Seal Here

Date _____

City funds in the amount of
\$89,000
are available in account number

Approved as to Legal Form and Character
I further certify that the Mayor, or her
designee, is authorized to execute contracts
and approve change orders

By _____

Associate City Solicitor

By _____

Comptroller of Accounts

Date _____

Date _____

CONTRACT APPROVED

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: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

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