

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR THE PARKS, RECREATION & CULTURE
DEPARTMENT***

REQUEST FOR QUALIFICATIONS:

**ON-CALL LANDSCAPE ARCHITECTURAL DESIGN
SERVICES FOR ATHLETIC FIELDS AND PARKS**

RFQ #22-21

Submittal Date: October 21, 2021 at 10:00 a.m.

October 2021

Ruthanne Fuller, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS #22-21

This City of Newton (City) Request For Qualifications (RFQ) invites sealed statements of qualifications (SOQs) in accordance with M.G.L. c.149, §44A½ from a qualified registered architect person or firm for

**ON-CALL LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR
ATHLETIC FIELDS AND PARKS**

Landscape architectural services shall be provided as described in the scope of work outlined herein.

Statements of Qualifications (SOQs) will be received until: **10:00 a.m., Thursday, October 21, 2021** at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for submission, the City shall prepare and publish a list of all proposals submitted. Documents associated with this RFQ (Contract Documents) will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., October 7, 2021.**

Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids. Proposers must email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #22-21) they have downloaded.

Proposers requiring clarification or interpretation of the RFQ shall make a written request to the Purchasing Department as indicated above, by noon on Friday, October 15, 2021. Proposers contacting ANY CITY EMPLOYEE or any other person regarding this RFQ outside of the Purchasing Department, once the RFQ has been released, may be disqualified from the procurement process.

The City will make best efforts to give written Responses to the Questions no later than October 18, 2021 to all individuals or firms requesting a copy of this RFQ by an email Addendum.

SOQs should be responsive to all information requested in the RFQ. Estimated fees for project phases are set forth in the RFQ.

All SOQs shall be submitted as (1) one electronic version in PDF format on CD or thumb drive and (3) hard copies (1 original and 2 copies).

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

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids. It is the sole responsibility of Proposers downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you must email the Purchasing Department (purchasing@newtonma.gov) the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #22-21) has been downloaded.

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

Timely delivery of an SOQ at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of SOQs shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.

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, slightly slanted style.

Nicholas Read
Chief Procurement Officer
October 7, 2021

**ON-CALL LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR
ATHLETIC FIELDS AND PARKS**

Attached please find the information package which includes the draft contract which is intended to outline the basic scope of services desired by the City of Newton Parks, Recreation & Culture Department (PRC) in conjunction with **ON-CALL LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR ATHLETIC FIELDS AND PARKS.**

You are requested to submit a response. Concise, succinct proposals would be appreciated. Please submit only information pertinent to the work for which you are applying that will assist in the designer selection.

The services sought are not subject to the Designer Selection Law, M.G.L. c. 7C, §§44-58, as they are on call, i.e., provided as needed, and do not relate to an identified public construction project. Such services are also exempt from the Massachusetts Procurement Act, M.G.L. c. 30B, §1(b)(32A). The City shall select one or more designers as provided in Newton City Ordinances §§5-35 through 5-37. (*See Attachment D below.*) It is the City's intent to award contracts to multiple firms.

Questions may be directed to City of Newton Purchasing Department at purchasing@newtonma.gov by **Friday, October 15, 2020 at 12:00 noon**

**ON-CALL LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR
ATHLETIC FIELDS AND PARKS
Information Packet**

This Request for Qualifications (RFQ) consists of the following:

- Introduction
- Background
- Park and Athletic Fields Improvement Goals
- Scope of Services; Tasks: Meetings and Deliverables
- Schedule and Fee
- Evaluation Criteria
- Attachments

INTRODUCTION:

The Newton Parks, Recreation & Culture Department (“PRC” or “Owner”) is seeking a professional on-call landscape architectural design team (“Designer”) to advance various athletic field and park improvement projects from preliminary design and analysis through construction final completion. The Department is seeking assistance in analysis, feasibility studies, master plans, design development, permitting, geotechnical work, construction documentation, bid assistance, and construction administration. The City is requesting the qualifications of a Designer to provide professional services during the first phase (Task 1 and Task 2, also referred to as basic services), and then upon approval by Owner, subsequent design phases for multiple project sites.

- In Task 1 the Designer will prepare topographic surveys, public meeting presentations, meeting notes and minutes, site analyses, feasibility studies, and master plans of the city’s prioritized sites for improvements (**Appendix A**). In order for the Owner to determine how best to address potential renovations, upgrades or new construction for each project site, the Designer will identify the existing conditions, needs, design options, and anticipated costs.
- Second, in Task 2, subject to the approval of Projects by the Owner, the Designer may continue services on the preferred plan option identified and selected by the Owner. Task 2 services shall also be referred to herein as Basic Services.
- Third, in Task 3, subject to the approval of the Project and further subject to continued funding authorized by the City, the contract between the City and the Designer may be amended to include continued Designer services through the Project’s Final Design and Construction Bid Documents. These services shall be referred to herein as Task 3 or Additional Services.
- Finally, subject to continued funding authorized by the City, the contract between the City and the Designer may be amended again to include continued Designer services through Construction Administration and Final Closeout.
- Miscellaneous services determined to be required per project scope shall be included as additional services. Such services shall be negotiated at the time these may be requested by the owner.

BACKGROUND:

City's History, Profile and Organizational Structure:

Newton was settled in 1639 and incorporated as a City in 1873. The City is located approximately seven miles from downtown Boston, has a population of approximately 88,414 and occupies a land area of 18.33 square miles. The City is principally suburban-residential in character and consists of 13 distinct villages – Auburndale, Chestnut Hill, Newton Centre, Newton Corner, Newton Highlands, Newton Lower Falls, Newton Upper Falls, Newtonville, Nonantum, Oak Hill, Thompsonville, Waban, and West Newton.

The City is governed under a home-rule charter, which vests executive authority and responsibility in an elected Mayor, who serves a four-year term. Legislative authority is vested in a 24-member City Council, of which eight members are elected from the City's eight wards and sixteen are elected at large. Members of the City Council are elected every two years.

Parks and Recreation Commission

Newton City Ordinances Chapter 21, Article III of the Newton City Ordinances (**Appendix B**) establishes the Parks and Recreation Commission (Commission). Among its duties it advises the Mayor and City Council on matters pertaining to sports, recreation, parks, open space, and preservation of scenic beauty. The Commission renders decisions concerning parks and recreation programs and the use of lands under its jurisdiction.

Parks, Recreation & Culture Department

The Department of Parks, Recreation & Culture (PRC) is established under Chapter 21, Article I of the Newton City Ordinances (**Appendix B**). The PRC Commissioner is charged with the maintenance, care and management of playgrounds and all recreational lands, except to the extent conferred upon the Commission. The PRC is responsible for planning, scheduling, organizing and supervising programs for designated city groups and citizens. Under the direction of the PRC Commissioner the department supervises and patrols activities at swimming ponds and pools, skating areas, athletic fields, playgrounds, hard courts, wooded park land areas and trails and all other recreational areas. The department also conducts all senior citizens recreation programs.

City of Newton Recreational Facilities

The PRC oversees more than 55 different programs and activities including active and passive recreation, camps, social programs, dance, organized leagues, trips, wellness programs, and cultural events. The department manages some 18 different buildings and facilities. Among these are the Lower Falls Community Center, the Upper Falls Community Center, Gath Pool and Bath House, Albemarle Field House, Crystal Lake Park and Bath House, Pellegrini Field House, and Nahanton Park Field House.

Public Parks and Open Space:

The City of Newton's Open Space and Recreation Plan, Section 5 (**Appendix C**) highlights the distribution of open space resources across the city. Publicly owned open space in the City consists of municipal land managed and/or owned by the PRC, the Conservation Commission, and School Department, state-owned land managed by the Massachusetts Department of Conservation and Recreation (DCR) and Massachusetts Water Resources Authority (MWRA).

The City owns roughly 77% of Newton's public open space, with most of that land under the jurisdiction of PRC and the Conservation Commission. Many of these publicly owned open space resources are protected under Article 97 of the Massachusetts Constitution, but it is unknown which parcels are explicitly and legally deeded as Article 97 lands.

The PRC oversees over 70 parks with nearly 600 acres of park land and miscellaneous open space resources spread across all villages and wards.

Athletic Fields:

The City has robust and growing athletics programs with thousands of athletes participating in a wide range of sports including lacrosse, baseball, soccer, football, softball, and field hockey. Over the past decades: youth athletic organizations have grown, and youth athletics have shifted to "field intensive" sports; playing seasons are both longer and "multi-season"; and adult interest in recreational sports is increasing. As a result, the City's existing playing fields are more heavily used than ever. Given the limited number of fields that the City has and the limited budget to regularly renovate fields, Newton, like many cities, has been unable to keep up with growing needs and is not currently aligned with the level of use. Thus, larger capital projects to increase field capacity, reconfiguration for efficiency in use is required.

Challenges for grass fields include lack of irrigation and lack of rest time (harder to accomplish with fields in constant use all spring and fall), which has led to bare patches, uneven surfaces, and hazardous playing conditions. In addition, many fields are sited on former wetlands and lie in or near floodplains, and so have drainage problems, especially in the spring and fall, leading to canceled games and degraded field conditions.

Residents would like to see improvements in drainage for these facilities, and improvements in field amenities such as lights to increase field utilization.

Because of the high demand and continued maintenance issues with grass fields, the "multi-purpose field" athletic community (soccer, lacrosse, football, etc.) has unanimously identified the construction of synthetic fields as its highest priority. Synthetic turf fields allow for notably higher utilization (more hours by more athletes) at a more consistent level of quality than grass fields, thus providing a critical part of a balanced portfolio of athletic facilities. The City currently has three multi-purpose synthetic fields at the two high schools. Given the number of synthetic turf field candidates already identified, a program-based approach will enable Newton to successfully manage multiple projects in a more efficient (resources, budget, public input, and effort/duration) manner.

PRC has kept up with athletic trends by establishing multiyear, multi-phased project priorities based on usage, demand by program, current inventory, budget, and stakeholder input; understanding renovation costs; assessing and developing an estimated project delivery timeline. Additionally, to better maintain fields, the City has significantly increased maintenance funding for grass fields.

As a result of the assessment by the PRC, the City has determined the need to enlist a professional landscape architectural team with appropriate qualifications to assist the City in completing one of the largest investments in athletic fields improvement programs in Newton's history. Additionally, the City has established the following project goals and criteria for prioritizing projects for the next 5 years, with the goal of continuing to develop a 10-year plan.

PARK & ATHLETIC FIELD IMPROVEMENT GOALS:

Overarching Goals:

The PRC has several goals it has identified through planning efforts over the past two years. The following goals should be understood and every attempt to achieve them in the improvement plans shall be made.

- Improve quality and quantity of multiuse/multipurpose athletic fields
- Improve accessibility in parks according to ADA and MAAB requirements
- Develop standardized park construction details to better manage operation & maintenance
- Improve drainage and incorporate stormwater management best practices, where feasible
- Invest equitably in Newton's athletic fields and parks across the city
- Increase tree canopy cover to the greatest extent feasible for shade, wildlife habitat, and carbon sequestration
- Incorporate sustainable planting design, where feasible

To accomplish these goals, the selected Designer will be working in partnership with various City departments, committees, and sub-committees including, but not limited to:

- The PRC, City Council, Parks and Recreation Commission, and the Mayor.
- City Council Committees: Programs and Services, Finance, and Public Facilities Committees – for required local reviews.
- Other committees include: School Committee, Commission on Disabilities, Conservation Commission, Fire Department, Department of Public Works, Public Buildings Department, Planning and Development Department etc. – as may be required for local reviews.

SCOPE OF SERVICES:

The Designer will work closely with the PRC and other relevant departments and working groups. The Designer will assist with all required design, exploratory and permitting work as required. The Designer will also assist the city with preparing for meetings with the public, the Commission, School Committee, Community Preservation Committee (CPC) and Conservation Commission as required for plan and project approvals. The projects are on a tight schedule for construction completion. The City is seeking a Designer that can demonstrate the ability to fast-track design and other supporting deliverables outlined herein. The City is seeking to bid projects for construction as soon as possible.

BASIC SERVICES (Tasks 1 & 2):

- Landscape Architecture
- Professional Land Surveying
- Geotechnical and Geo-Environmental Engineering
- Environmental Permitting
- Site/Civil Engineering
- Electrical Engineering
- Pilotless aircraft "Drone" Services (*See Appendix B*)
- Other professional disciplines as may be required

Task 1: Preliminary Design

Work under this task shall include but not be limited to site surveys, site and environmental analysis, public meetings, feasibility studies, preliminary design, and cost estimates.

Multi-site Topographic Surveys:

- Conduct topographic surveys at multiple sites prioritized by the Owner (refer to **Appendix A**)
 - Full topographic surveys in PDF and DWG formats will be required

Preliminary Design/ Feasibility Study:

- Conduct site analysis and drone imagery
- Consensus building (public input and hearings)
 - Up to 3 community engagement meetings per site
 - Public hearings as required include but not limited to
 - Plan approvals from the Parks & Recreation Commission required for park land projects
 - Plan approvals from School Committee required for school land projects
- Conceptual plans, feasibility studies and reports as may be required
- Preliminary designs for each priority site and associated estimated costs
- Test pits as may be required
- Stormwater management BMP feasibility
- Site visits as required
- Presentations and materials as required
- Bi-weekly meetings with working group
-

ADDITIONAL SERVICES:

The following tasks, below, are excluded from this contract. Contract amendments and scope changes are to be negotiated at the request of the City.

Task 2: Design Development

Work under this task shall include but not be limited to design development plans (30% Design) of approved plans, cost estimates, materials, and construction details development, geotechnical and geo-environmental engineering, meetings with project team, and project construction scheduling.

Design Development

- Prepare 30% design documents and cost estimates for approved projects
- Prepare and coordinate any geotechnical exploratory work that may be required
- Prepare presentations and materials as required
- Public updates and information meetings as required
- Bi-weekly project meetings

Task 3: Final Design & Construction Bid Documents

Work under this task shall include but not be limited to final design and construction bid plans (60%, 90% and 100% design) of approved plans, cost estimates, materials, and construction details development, geotechnical and geo-environmental engineering, and project construction scheduling. Final design deliverable milestones may be adjusted and amended to cater to project-specific requirements.

Final Design

- 60% Design
 - 60% plans, specifications, and cost estimate
 - Prepare and coordinate any geotechnical exploratory work that may be required
 - Submit design and contract documents, including plans, details, and cost estimates electronically to PRC and other relevant City departments for review
 - Bi-weekly project meetings
 - Public updates and information meetings as required

- 90% Design
 - 90% plans, specifications, and cost estimates
 - Submit design and contract documents, including plans, details, and cost estimates electronically to PRC and other relevant City departments for review
 - Bi-weekly project meetings
 - Public updates and information meetings as required

- 100% Design, Specifications, Cost Estimate and DWG file
 - 100% plans, specifications, and cost estimate
 - Submit design and contract documents, including plans, details, and cost estimates electronically to PRC and other relevant City departments for review
 - Submit five (5) paper copies of full-size drawing sets and bid specifications. Electronic copies of drawings and specifications also required.
 - Bi-weekly project meetings
 - Public updates and information meetings as required
 - Attend a pre-bid conference and to answer the inquiries of prospective bidders during the construction bid period
 - Furnish information needed to issue any required Addenda.

Task 4: Construction Administration

- Attend the pre-construction meeting and take meeting notes
- Contractors' pay requisition review
- Contractor shop drawing reviews/approvals
- Attend construction meetings and issue corresponding construction meeting notes
- Inspection and approval of the built work during and after construction by the design and engineering team
- Construction meetings
- Observe any specialized construction activities (geotechnical, civil etc.)
- Coordinate as-built drawing issuance with the construction contractor

Task 5: Miscellaneous Additional Services

- Miscellaneous services shall be determined and negotiated at the time they may be required
- Miscellaneous services may include non-athletic improvements at other park land sites. The scope of such services will be negotiated as needed under this contract.

SCHEDULE AND FEE:

The Designer is expected to provide services for a project immediately following Notice to Proceed therefor. The City expects to begin construction as soon as plan approval processes allow. *See Appendix A* for estimated project schedule.

The Price Proposal submitted by the Designer will represent the maximum fee to the City. Please provide a list of all staff that will be working on projects and their hourly rates, along with staff time allocation toward projects. Final design and construction administration services are not included in the Designer's scope of work at this time but will be requested when the project is ready for construction. Additional services, as required by projects, are to be negotiated at the time said services may be necessary.

Proposal Procedures:

All questions pertaining to the RFQ are to be directed to Nicholas Read, Chief Procurement Officer, Purchasing Department, 1000 Commonwealth Avenue, Newton, MA 02459; email: purchasing@newtonma.gov; phone: (617) 796-1220.

Evaluation Criteria

In evaluating proposals, the Owner will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work). Each proposal shall be rated according to the following Evaluation Criteria:

1. Evidence of substantial experience in:
 - a. Athletic field and park design (entire project lifecycle)
 - b. Accessible and inclusive design
 - c. Drainage and site engineering
 - d. Sustainable planting design
 - e. Successfully designed and managed parks, playgrounds, and fields
 - f. Minimizing unknowns, when possible
 - g. Project fast tracking
 - h. Successfully managing sub-consultants (if any)
2. Evidence of ability to provide the following basic services:
 - a. Landscape Architecture
 - b. Professional Land Surveying
 - c. Geotechnical & Geo-Environmental Engineering
 - d. Environmental Permitting
 - e. Site/Civil Engineering
 - f. Electrical Engineering
 - g. Pilotless aircraft "Drone" Services
3. Evidence of successfully preparing and presenting projects clearly and coherently to the residents and stakeholders.
4. Evidence of successfully preparing and presenting projects clearly and coherently to municipal and other regulatory agencies.
5. Evidence in meeting and managing project scope, schedules, and budgets.
6. Evidence of quality assurance or quality control (QA/QC) procedures.
7. Evidence of team bandwidth to manage multiple projects at one time.
8. Evidence of successfully meeting project deadlines.

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s).

Evaluation Process

This RFQ requires a separate and confidential submission of a Price Proposal and separate submission of a Technical Proposal (together with the Technical Proposal Cover Sheet). Technical Proposals will be evaluated a review committee. Review committee members will be designated by the PRC Commissioner or her designee.

The proposal evaluation and designer selection process will be (1) proposal evaluations, (2) interviews if warranted, and (3) recommendations.

The evaluation will be in accordance with the following criteria:

A. Minimum Evaluation Criteria

The proposal consist of evidence of a proposer’s ability to provide the services listed under s the section Scope of Services at pp. 9-10 above. A proposer will be deemed unacceptable if it cannot meet these minimum qualifications.

B. Comparative Evaluation Criteria

Each Technical Proposal meeting the Minimum Evaluation Criteria will be rated according to the eight (8) Comparative Evaluation Criteria listed at p. 11 above.

Following the review of Technical Proposals, the committee may, at its discretion, schedule interviews with any or all the proposers for the purpose of further evaluation. Based on the Technical Proposals submitted, proposers will be rated on the above list of Comparative Evaluation Criteria: “Highly Advantageous,” “Advantageous,” “Not Advantageous,” and “Unacceptable” as set forth in the provisions of M.G.L. Ch. 30B, section 6.

Appendices

- Appendix A** **Athletic Field Capital Improvement Plan**
- Appendix B** **Newton Ordinances c. 21: Parks, Recreation and Culture, Public
Grounds and Trees**
- Appendix C** **Newton Open Space and Recreation Plan 2020-27, Section 5:
Inventory of Lands of Conservation and Recreation Interest**

City of Newton
Purchasing Department
1000 Commonwealth Avenue
Newton, MA 02459

**STATEMENT OF QUALIFICATIONS
TECHNICAL PROPOSAL COVER SHEET**

**Solicitation for On-Call Landscape Architectural Design Services for
Athletic Fields and Parks**

This form is to be SUBMITTED IN ENVELOPE A

The undersigned acknowledges receipt of the following Addenda: _____

A complete proposal shall be submitted as follows:

1. Letter of interest
2. List of comparable site improvements projects (no more than 6), including for each a one-paragraph description, dates of service, design and project budget, a contact name, organization, address, email and telephone number.
3. Three professional references: name, address, email, and telephone number.
4. Background information on the firm(s).
5. Summary resumes of key personnel who will work on the project.
6. Certificate of Authority, 1 page, Certificate of Tax Compliance, 1 page, Certificate of Foreign Corporation (if applicable), 1 page, Debarment Letter, 1 page, IRS W-9, 1 page

One (1) electronic copy and three (3) hard copies (one original and 2 copies) of the Proposal shall be submitted.

City of Newton
Purchasing Department
1000 Commonwealth Avenue
Newton, MA 02459

**STATEMENT OF QUALIFICATIONS
PRICE PROPOSAL**

**Solicitation for On-Call Landscape Architectural Design Services for
Athletic Fields and Parks**

Price Proposal

TO BE SUBMITTED IN SEPARATE ENVELOPE B

Bidder's Name: _____
Name of Individual or Company Making Proposal

The prices quoted and totaled below include the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by contractor.

The following detailed price proposal is based upon the Scope of Services. Designers are encouraged, where appropriate, to propose creative, innovative, and cost-effective approaches to the Scope. The Technical Proposal and Price Proposal may reflect modifications or alternative approaches to the general Scope of Services.

- 1. Project Start-up _____
- 2. Final Design Development _____
- 3. Construction Documents for Bid Package _____

The City of Newton reserves the right to choose any or all the phases or tasks resulting from this RFP. Vendors must provide pricing on all tasks. Some of the tasks may not be awarded and deleted tasks may be assumed by the City.

One (1) electronic copy and three (3) hard copies (one original and 2 copies) of the Proposal shall be submitted.

Disclosure

Each firm's proposal 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.

Minority Outreach

Qualified minority individuals and firms are encouraged to submit expressions of interest.

Equal Opportunity Requirements

Proposers are hereby advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the intent to comply in all respects with the following non-discrimination provisions as applicable:

Title VI Civil Rights Act of 1964, as amended.
Title VIII Civil Rights Act of 1968, as amended.
Executive Order 11063 and 11246.

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.

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.

CERTIFICATE OF FOREIGN CORPORATION

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

(Jurisdiction)

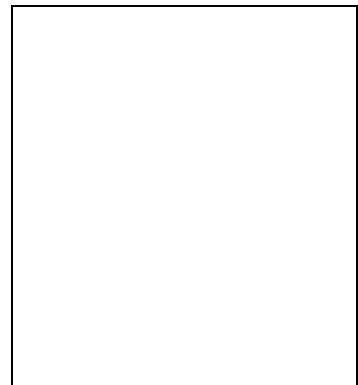
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

Purchasing Department

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

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

Date

Vendor

Re: Debarment Letter for Invitation For Bid #22-21

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

Debarment:

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

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

_____ (Name)

_____ (Company)

_____ (Address)

_____ (Address)

PHONE _____ FAX _____

EMAIL _____

_____ Signature

_____ Date

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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

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

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the Agreement For Landscape Architectural Services and related Schedules set forth below.

This contract will have a 5-year duration and is subject to City Council approval before fully executing the contract.

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

**AGREEMENT FOR ON CALL LANDSCAPE ARCHITECTURAL DESIGN SERVICES
FOR ATHLETIC FIELDS & PARKS**

The Agreement made as of _____ by and between _____ hereinafter referred to as the “Landscape 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 LANDSCAPE 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 #22-21 (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 Landscape Architect:

The City agrees to engage the services of the LANDSCAPE ARCHITECT and the LANDSCAPE 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 LANDSCAPE 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#22-21.

3. Duration

This Agreement shall remain in force from the date of execution of this contract to that shown in the Work Program Schedule. Project activities shall be undertaken and completed in such sequence as to ensure compliance with said Schedule C, and further, to ensure expeditious completion in a manner consistent with the purposes of this Agreement.

4. Personnel

(a) The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT. (b) All of the services required hereafter shall be performed by the LANDSCAPE ARCHITECT 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 LANDSCAPE 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 LANDSCAPE ARCHITECT and LANDSCAPE ARCHITECT'S employees, agents, or other persons for whose conduct the LANDSCAPE 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. Compensation and Method of Payment

The City agrees to pay the LANDSCAPE ARCHITECT the compensation specified in '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 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.

7. Reimbursable Expenses

The City agrees to reimburse the LANDSCAPE ARCHITECT only for those direct costs incurred by the LANDSCAPE ARCHITECT 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 are not reimbursable by the City.

8. Termination of Agreement for Cause

If for any cause, the LANDSCAPE ARCHITECT fails to fulfill in a timely manner his obligations under this Agreement, or if the LANDSCAPE 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 LANDSCAPE 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 LANDSCAPE ARCHITECT under this Agreement shall, at the option of the City, become its property, and the LANDSCAPE 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 LANDSCAPE ARCHITECT, and the City may withhold any payments to the LANDSCAPE ARCHITECT for the purposes of set off until such time as the exact amount of damages due to the City from the LANDSCAPE ARCHITECT is determined.

9. Terminate for Convenience of City

The City may terminate this Agreement at any time by giving written notice to the LANDSCAPE 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 8, above, shall, at the option of the City, become its property.

If the Agreement is terminated for the convenience of the City, the LANDSCAPE ARCHITECT shall be entitled to payment for services completed. Such compensation set forth in the Work Authorization Form as in reflective of the percentage of work completed thereunder, less payments already made for such services.

10. Changes

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

11. Incorporation of Non-Discrimination Laws and Regulations

The LANDSCAPE 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 LANDSCAPE ARCHITECT 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 LANDSCAPE 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.

13. Interest of LANDSCAPE ARCHITECT

The LANDSCAPE ARCHITECT covenants that he/she 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 LANDSCAPE 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 LANDSCAPE ARCHITECT, 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 LANDSCAPE ARCHITECT under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the LANDSCAPE ARCHITECT without the prior written approval of the Public Buildings Commissioner.

15. Commission Prohibited

The LANDSCAPE 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 LANDSCAPE 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 LANDSCAPE ARCHITECT. No person, corporation or other entity, other than bona fide full-time employee of the LANDSCAPE ARCHITECT, has been retained or hired by the LANDSCAPE 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 LANDSCAPE ARCHITECT.

For design contracts which exceed Ten Thousand Dollars (\$10,000) or which pertain to a project whose budgeted or estimated construction costs exceeds One Hundred Thousand Dollars (\$100,000), the LANDSCAPE ARCHITECT 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 subparagraph (d) of section 39R. of C. 30.

16. Compliance with Applicable Laws

The LANDSCAPE 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.

SIGNATORIES

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.

LANDSCAPE ARCHITECT

CITY OF NEWTON

Parks, Recreation & Culture
Commissioner

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.

Approved as to legal form and character

Assistant City Solicitor

Comptroller of Accounts

CONTRACT APPROVED

Mayor OR HER DESIGNEE

COMPENSATION AND METHOD OF PAYMENT

I. Method of Determining Compensation

A fee for each Project shall be negotiated based upon the services called for. The City anticipates that each Project fee may be developed based either upon a set, agreed upon figure or based upon time and materials cost. In some Projects, both cost bases may be appropriate and necessary subject to the nature and requirements of the particular Project and the services needed.

II. Billing Rates

On Projects where it is determined by the City and agreed upon by the LANDSCAPE ARCHITECT that a fee shall be determined based upon time and materials cost, rates of payment shall be based upon the following:

Day rates are based on actual salaries paid to individuals performing work on the Project plus salary costs, overhead and profit.

Range of Cost Per Hour

Principals _____

Professionals _____

III. Payment Schedule

On projects where the City agrees to pay the LANDSCAPE ARCHITECT a lump sum fee for basic services, which include construction documents and construction administration, the fee is to be divided as follows:

On completion of:	% Paid
Schematic Phase	15%
Design Development	20%
Construction Documents & Final Cost Estimate	30%
Contract Award	10%
Contract Administration	10%
Final Installment (90 calendar days after Certificate of Substantial Completion accepted by the City)	15%

Such requisitions shall be submitted upon completion of work phases detailed above.

IV. Payment

Payment shall be made to the LANDSCAPE ARCHITECT within thirty (30) days of submission by the LANDSCAPE ARCHITECT 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 ARCHITECT'S requisition. Payment shall not be due the LANDSCAPE ARCHITECT 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 accomplished by a detailed time record as well as the appropriate documentation for reimbursable expenses.

WORK PROGRAM AND SCHEDULE

- I. The Agreement shall take effect as of the date of contract execution and shall terminate five years from the date of the Agreement.

- II. The Architect shall complete all work requested by the City that is within the Scope of Services set forth in this RFQ, in an expeditious manner subject to reviews and approvals by the City. Where possible, the LANDSCAPE ARCHITECT shall endeavor to perform the required work in advance of schedule.

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.