

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE PLANNING DEPARTMENT

REQUEST FOR PROPOSAL:

**CONSULTANT FOR DEVELOPMENT OF WESTMETRO HOME
CONSORTIUM HOME-ARP ALLOCATION PLAN**

RFP #22-53

Proposal Opening Date: April 7, 10:00 a.m.

FEBRUARY 2022

Ruthanne Fuller, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #22-53

The City of Newton (City) invites sealed proposals for:

Consultant For Development of WestMetro Home Consortium HOME-ARP Allocation Plan

Proposals will be received until: **10:00 a.m., April 7, 2022**
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.

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., February 24, 2022.**

There will be no charge for contract documents.

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

The term of the contract shall extend for one year from the date of execution.

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

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

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online with the original bid document as separate files. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

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

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

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
February 24, 2022

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #22-53

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for consultant services related to the WestMetro HOME Consortium’s HOME-ARP Allocation Plan (“Services”), comparative judgments of technical factors, in addition to price, will be necessary for the following reasons:

1. The WestMetro HOME Consortium (Consortium), of which the City of Newton is the lead agency, is soliciting proposals for the development of the HOME-ARP Allocation Plan, as required by the U.S. Department of Housing and Urban Development (HUD).
2. The proposed project scope requires an intimate understanding of HUD programs, specifically the HOME Investment Partnerships (HOME) program and the Emergency Solutions Grant (ESG) program, housing and community needs assessments, and community outreach and engagement. The completion of the Allocation Plan will allow the Consortium to identify the most pressing needs of the qualifying populations, describe the proportion of funds that should be allocated to each eligible HOME-ARP activity, identify production of housing goals, and begin soliciting proposals for projects that benefit the qualifying populations.

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

II. INTRODUCTION

The City of Newton is seeking to procure a consultant to develop the WestMetro HOME Consortium’s HOME Investment Partnerships Program-American Rescue Plan (HOME-ARP) Allocation Plan. This special allocation of funding is meant to serve “qualifying populations” as described in CPD Notice 21-10. The Consortium is comprised of Newton and twelve other member communities, including Bedford, Belmont, Brookline, Concord, Framingham, Lexington, Natick, Needham, Sudbury, Waltham, Watertown and Wayland. The regional Allocation Plan must include:

- A Needs Assessment and Gap Analysis to evaluate the size and demographic composition of qualifying populations within the region’s boundaries and assess the unmet needs of those populations;
- A description of the distribution of funds to the eligible activities described in CPD Notice 21-10 in accordance with the priority needs described in the Needs Assessment and Gap Analysis;
- An estimation of the number of affordable rental housing units for qualifying populations that will be produced and/or supported by the HOME-ARP funds;
- An identification of preferences to one or more qualifying populations and/or subpopulations for any activity or project.

III. INSTRUCTIONS TO PROPOSERS

1. **Issuing Office.** This Request for Proposals (RFP) is issued by the City of Newton, on behalf of the Consortium.

Inquiries involving procedural or technical matters should be directed to:

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

By email: purchasing@newtonma.gov

or

By facsimile at (617) 796-1227

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

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

“Technical Proposal, RFP #22-53 – Consultant Development of WestMetro Home Consortium HOME-ARP Allocation Plan”

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

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

2. **One (1) Original of the Price Proposal** must be submitted in a sealed envelope, plainly marked:

“Price Proposal, RFP #22-53 - Consultant Development of WestMetro Home Consortium HOME-ARP Allocation Plan”

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

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

Proposals must be submitted to

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

The City may, as an additional Comparative Criterion, request interviews to take place at Newton City Hall. Interview travel expenses are to be paid by the proposer, not by the City.

Deadline for submission of proposals shall be: 10:00 a.m., April 7, 2022.

Faxed proposals **will not** be accepted.

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

RFP Documents will be available for pickup at the Purchasing Department and online at the City’s website: www.newtonma.gov/bids after: 10:00 a.m., February 24, 2022. There will be no charge for RFP documents.

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

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

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

- 4. **Addenda.** Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#22-53), if you would like to be recorded as an interested proposer. It is the proposer's sole responsibility to ensure that it has received all addenda prior to the RFP submittal date.
- 5. **Acceptance of Proposal Content.** The successful proposal shall become incorporated into the final contract documents.
- 6. **Contract and Term.** The term of the contract shall extend for one (1) year from the date of execution.
- 7. **Insurance Requirements.** During the term of any agreement, consultant firm shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

A.) **Commercial General Liability** insurance with not less than the following limits:

General aggregate	\$1,000,000
Products - completed operation aggregate	\$1,000,000
Personal and advertising - injury	\$1,000,000
Each occurrence	\$500,000
Fire damage	\$100,000
Medical expense	\$5,000

Vehicle Liability

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

Coverage provided under the commercial general liability policy shall apply exclusively to the operations provided under the Newton Consultant Agreement to be entered into by the successful proposer.

B.) Workers compensation insurance shall be required under the Laws of the Commonwealth of Massachusetts.

The City shall be named as additional insured on all policies obtained by the consultant firm.

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

- 8. **Force Majeure.** Neither the City nor the Contractor shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
- 9. **Termination.** If applicable, Contractor shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.

10. **Non-discrimination/Equal Opportunity.** Contractor shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City facilities.
11. **Assignment.** Contractor shall not assign or subcontract any portion of the operation without prior written approval from the City.
12. **Independent Contractor.** Contractor and its employees will operate as an independent contractor and are not considered to be City employees.
13. **Project Fee.** Project fees must be provided as described. Fees shown shall include all costs and expenses (including materials, copying, mileage, photography, etc.) necessary to complete the scope of work.
14. **Price Proposal.** Proposers shall use “**ATTACHMENT A**” to this RFP #22-53 in submitting this price proposal. Please remember to submit your price proposal in a **separately sealed marked envelope**. Any Technical Proposal with prices included may be deemed unresponsive.

IV. BACKGROUND

The City of Newton is seeking to procure a consultant to develop the WestMetro HOME Consortium’s HOME Investment Partnerships Program-American Rescue Plan (HOME-ARP) Allocation Plan. This special allocation of funding is meant to serve “qualifying populations” as described in CPD Notice 21-10. The Consortium is comprised of Newton and twelve other member communities, including Bedford, Belmont, Brookline, Concord, Framingham, Lexington, Natick, Needham, Sudbury, Waltham, Watertown and Wayland. The regional Allocation Plan must include:

- A Needs Assessment and Gap Analysis to evaluate the size and demographic composition of qualifying populations within the region’s boundaries and assess the unmet needs of those populations;
- A description of the distribution of funds to the eligible activities described in CPD Notice 21-10 in accordance with the priority needs described in the Needs Assessment and Gap Analysis;
- An estimation of the number of affordable rental housing units for qualifying populations that will be produced and/or supported by the HOME-ARP funds;
- An identification of preferences to one or more qualifying populations and/or subpopulations for any activity or project.

V. SCOPE OF WORK

A. Consultation

Before developing the HOME-ARP Allocation Plan, the consultant will be required to consult with agencies and service providers across the WestMetro HOME Consortium whose clientele include the HOME-ARP qualifying populations to identify unmet needs and gaps in housing or service delivery systems in collaboration with the municipalities. In addition, the consultant should use this process to determine the HOME-ARP eligible activities currently taking place within the consortium and potential collaborations for administering HOME-ARP. The consultation will provide a basis for the WMHC’s strategy for distributing HOME-ARP funds for eligible activities to best meet the needs of qualifying populations. The consultant *must* engage with all public housing authorities (PHAs) located within the WMHC’s jurisdiction. In addition, the consultant must engage with the Balance of State Continuum of Care (BoS CoC), as all the communities located within the WMHC are part of the BoS CoC. At a minimum, the consultant must consult with homeless and domestic violence service providers, veterans’ groups, public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities. The Allocation Plan must describe the consultation process, list the organizations consulted, and summarize the feedback received from these entities.

B. Public Participation

Before submitting the HOME-ARP Allocation Plan, in collaboration with municipal staff from the thirteen communities, the consultant must provide residents, from all thirteen communities, with reasonable notice and an opportunity to comment on the proposed HOME-ARP Allocation Plan of no less than 15 calendar days.

This must be guided by the WMHC’s Citizen Participation Plan for “reasonable notice and an opportunity to comment” for plan amendments in its current citizen participation plan. In addition, the WMHC, with the consultant’s participation, must hold at least one public hearing during the development of the HOME-ARP allocation plan prior to submitting the plan to HUD.

For the purposes of HOME-ARP, the WMHC is required to make the following information available to the public:

- The amount of HOME-ARP funds the WMHC will receive.
- The range of activities the WMHC may undertake.
-

The WMHC must consider any comments or views of residents received in writing, or orally at a public hearing, when preparing the HOME-ARP allocation plan. The HOME-ARP Allocation Plan must describe the public participation process, including any efforts made to broaden public participation. The Allocation Plan must also include a summary of comments and recommendations received through the public participation process and any comments or recommendations not accepted and the reasons why.

The public participation process of the HOME-ARP Allocation Plan must follow all applicable fair housing and civil rights requirements and procedures for effective communication, accessibility and reasonable accommodation for persons with disabilities and providing meaningful access to participation by limited English proficient (LEP) residents that are in the WMHC’s current citizen participation plan as required by 24 CFR 91.105 and 91.115.

C. HOME-ARP Allocation Plan Requirements

- i. Needs Assessment and Gap Analysis: As part of the HOME-ARP Allocation Plan, the consultant will be required to conduct a Needs Assessment and Gap Analysis. This analysis must evaluate the size and demographic composition of qualifying populations within the thirteen communities that make up the WestMetro HOME Consortium and assess the unmet needs of those populations. In addition, the Needs Assessment and Gap Analysis must identify any gaps within the current shelter and housing inventory as well as the service delivery system. The analysis should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services. The analysis should identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing. The consultant must consider the housing and service needs of qualifying populations, including but not limited to:

- Sheltered and unsheltered homeless populations;
- Those currently housed populations at risk of homelessness;
- Other families requiring services or housing assistance to prevent homelessness; and
- Those at greatest risk of housing instability or in unstable housing situations.

The Needs Assessment and Gap Analysis should include data in the HOME-ARP allocation plan that describes the qualifying populations. In addition, the consultant must include a narrative description that:

- Identifies the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions under HUD’s definition of “other populations” as established in Section IV.A.4.2.ii.G. of this Notice.
- Identifies the WMHC’s priority needs for qualifying populations; and,
- Explains how the level of need and gaps in its shelter and housing inventory and service delivery systems was determined.

- ii. HOME-ARP Activities: The HOME-ARP Allocation Plan must describe how the WestMetro HOME Consortium will distribute HOME-ARP funds in accordance with its priority needs. The plan must describe the WMHC’s method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the WestMetro HOME Consortium will administer eligible activities directly. As the WMHC will be using a portion of the administrative funds to contract with the consultant, the HOME-ARP Allocation Plan must identify the consultant as a contractor and describe the role and responsibility in administering the HOME-ARP funds.

The consultant must indicate in the HOME-ARP Allocation Plan the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type, including administrative and the fifteen planning activities.

In addition, the Allocation Plan must demonstrate that any planned funding for nonprofit organization operating assistance, as described in Section VI.F, nonprofit capacity building, and administrative costs is within HOME-ARP limits. The Allocation Plan must also include a narrative description about how the characteristics of its shelter and housing inventory, service delivery system, and the needs identified in the Needs Assessment and Gap Analysis provided a rationale for its plan to fund eligible activities.

- iii. HOME-ARP Production Housing Goals: The HOME-ARP Allocation Plan must estimate the number of affordable rental housing units for qualifying populations that the WestMetro HOME Consortium will produce or support with its HOME-ARP allocation. The plan must also include a narrative about the specific affordable rental housing production goal and describe how it will address the priority needs addressed in the Needs Assessment and Gap Analysis.
- iv. Preferences: The HOME-ARP Allocation Plan must identify whether the WestMetro HOME Consortium intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project based on the priority needs described in the Needs Assessment and Gap Analysis. For example, the WMHC may include a preference for:
 - homeless individuals and families as defined in the ESG and CoC programs;
 - individuals with special needs or persons with disabilities among qualifying individuals and families;
 - a specific category of qualifying individuals and families (e.g., chronically homeless as defined in 24 CFR 91.5).

The WMHC is not required to describe specific projects to which the preferences will apply in the HOME-ARP Allocation Plan. However, the HOME-ARP Allocation Plan must explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or category of qualifying population, consistent with the Needs Assessment and Gap Analysis. The Allocation Plan must also describe how it will still address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in a preference through the use of HOME-ARP funds.

Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a). The WMHC must comply with all applicable nondiscrimination and equal opportunity laws and requirements listed in 24 CFR 5.105(a) and any other applicable fair housing and civil rights laws and requirements when establishing preferences or methods of prioritization.

- v. HOME-ARP Refinancing Guidelines: If the Needs Assessment and Gap Analysis determines a need refinancing existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the refinancing guidelines must be stated in accordance with 24 CFR 92.206(b)(2). The guidelines must describe the conditions under which the WestMetro HOME Consortium will refinance existing debt for a HOME-ARP rental project. At a minimum, the guidelines must:
 - Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity.
 - Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.
 - State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
 - Specify whether the required compliance period is the minimum 15 years or longer.
 - State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.

D. Deliverables and Client Meetings

- i. Deliverables include the following:
 - i. Consultation and Public Participation Plan
 - ii. Draft and final Community Needs Assessment and Gap Analysis report
 - iii. Draft and final HOME-ARP Allocation Plan

- iv. Should HUD require revisions to the HOME-ARP Allocation Plan, the Consultant will be expected to assist in revising the plan to an acceptable level within a timely manner pre-determined in conjunction with HUD
- ii. Monthly project meetings with the City of Newton and other WestMetro HOME Consortium staff
- iii. A minimum of four (4) to six (6) presentations to the WestMetro HOME Consortium Council
- iv. At least one public hearing with the Newton Planning and Development Board

VI. PROPOSAL CRITERIA

This RFP requires a separate and confidential submission of a Price Proposal and separate submission of a Technical Proposal. Any proposer submitting a technical proposal must meet the Minimum Criteria set forth in Section VII below. **Proposals which do not demonstrate compliance with the minimum criteria may not be further considered.**

The selection process for proposals will be conducted in four phases:

- 1) All Technical Proposals will be reviewed by the Evaluation Committee to determine if they meet the Minimum Criteria. All proposers will be notified of proposal status, identifying any missing items or deficiencies in the proposals. To the extent permitted by law, proposers will be given seven days to respond and to provide the required information. An incomplete proposal will be considered non-responsive and will be eliminated from consideration.
- 2) Proposals that meet the Minimum Criteria will be reviewed and scored by the Evaluation Committee according to the Comparative Criteria. Interviews may be scheduled at this time.
- 3) Upon receiving completed proposal reviews by the Evaluation Committee, the Chief Procurement Officer shall open the Price Proposals and recommend to the Evaluation Committee the most advantageous proposer on the basis of Price and Technical Proposals. The Department of Planning and Development may revise any recommendation if its decision is documented in writing.
- 4) The winning proposer will be notified of the project scoring upon the City's decision.

VII. TECHNICAL PROPOSAL - MINIMUM CRITERIA

All proposals must satisfy the following Minimum Criteria to be considered:

1. Demonstrated at least three (3) years of experience and expertise in community outreach and engagement, particularly with those experiencing and at-risk of homelessness.
2. Demonstrated at least three (3) years of experience and expertise in working within HUD sponsored programs, namely the HOME Investments Partnerships Program (HOME) and the Emergency Solutions Grant (ESG).
3. Description of the firm and the qualifications and capacity to provide the Scope of Work described in this document.
4. Evidence of at least one (1) completed Housing and Community Needs Assessment within the last three (3) years.
5. Brief summary of similar projects your firm has successfully completed in the last three (3) years in terms of quality of work, cost control, and compliance with performance schedule. Provide at least two (2) sample documents.
6. Resume of key staff persons that will be assigned to this project.
7. Three (3) satisfactory references.
8. Description of the approach, methodology, timeline, and tasks the Proposer expects to utilize to successfully carry out the Scope of Work.
9. City of Newton Technical Proposal Cover Sheet (Attachment B).
10. City of Newton Bidder's Qualifications and References Form (Attachment C).
11. Certificate of Non-Collusion (Attachment D).
12. Certificate of Foreign Corporation, if applicable (Attachment E).
13. Debarment Letter (Attachment F).
14. IRS Form W-9 (Attachment G).
15. Certification of Tax compliance (Attachment H)
16. Business Category Information Form (Attachment I).

VIII. TECHNICAL PROPOSAL - COMPARATIVE CRITERIA

Proposals which meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any proposer to provide additional supporting documentation in order to verify a response. Criteria are listed in order of priority.

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

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

Proposals shall be evaluated based on the following:

1. Extent of experience and expertise with the HOME Investments Partnerships Program and/or Emergency Solutions Grant Program:

- a. **Highly advantageous:** The Proposer has demonstrated at least 5 years of experience and expertise in the HOME Investments Partnerships Program and/or the Emergency Solutions Grant Program.
- b. **Advantageous:** The Proposer has demonstrated at least 3 years of experience and expertise in the HOME Investments Partnerships Program and/or the Emergency Solutions Grant Program.
- c. **Not Advantageous:** The Proposer has demonstrated fewer than 3 years of experience and expertise in the HOME Investments Partnerships Program and/or the Emergency Solutions Grant Program.
- d. **Unresponsive:** The proposer did not demonstrate any experience or expertise with the HOME Investment Partnerships Program and/or the Emergency Solutions Grant Program.

2. Extent of experience with Needs Assessments and Gap Analyses or similar projects:

- a. **Highly advantageous:** The Proposer has provided evidence of at least three similar projects that the firm has successfully completed in terms of quality of work, cost control, and compliance with performance schedule. At least two of the projects include the successful completion of a Needs Assessment and Gap Analysis, through the analysis of data, community outreach and engagement, and recommendation of actions through use of HUD funding.
- b. **Advantageous:** The Proposer has provided evidence of at least two similar projects that the firm has successfully completed in terms of quality of work, cost control, and compliance with performance schedule. At least one of the projects is the successful completion of a Needs Assessment and Gap Analysis, through the analysis of data, community outreach and engagement, and recommendation of actions through use of HUD funding.
- c. **Not Advantageous:** The Proposer has provided evidence of fewer than two similar projects that the firm has successfully completed in terms of quality of work, cost control, and compliance with performance schedule. The Proposer has not previously completed a Needs Assessment and Gap Analysis.
- d. **Unresponsive:** The Proposer does not have evidence of completing similar projects.

3. Extent of experience with a Cost Allocation Plan or similar projects:

- a. **Highly advantageous:** The Proposer has provided evidence of at least three similar projects that the firm has successfully completed in terms of quality of work, cost control, and compliance with performance schedule. At least two of the projects include the successful completion of a Cost Allocation Plan, which utilizes data retrieved through a Needs Assessment and Gap Analysis to make recommendations of actions and uses of HUD funding.

- b. **Advantageous:** The Proposer has provided evidence of at least two similar projects that the firm has successfully completed in terms of quality of work, cost control, and compliance with performance schedule. At least one of the projects is the successful completion of a Cost Allocation Plan, which utilizes data retrieved through a Needs Assessment and Gap Analysis to make recommendations of actions and uses of HUD funding.
- c. **Not Advantageous:** The Proposer has provided evidence of fewer than two similar projects that the firm has successfully completed in terms of quality of work, cost control, and compliance with performance schedule. The Proposer has not previously completed a Cost Allocation Plan.
- d. **Unresponsive:** The Proposer does not have evidence of completing similar projects.

4. Quality and Depth of Project Proposal:

- a. **Highly advantageous:** The project proposal demonstrates **superior** understanding of the Project Scope and expectations, a **comprehensive** and **feasible** proposed method, and **exceptional** timeline for successful completion of project.
- b. **Advantageous:** The project proposal demonstrates **satisfactory** understanding of the Project Scope and expectations, an **adequate** proposed method, and **good** timeline for successful completion of project.
- c. **Not Advantageous:** The project proposal demonstrates a **limited** understanding of the Project Scope and expectations, an **inadequate** proposed method, and **poor** timeline for successful completion of project.
- d. **Unresponsive:** The project proposal does **not** demonstrate an understanding of the Project Scope and expectations, **lacks** a proposed method, and does **not** offer a timeline for successful completion of project.

5. References (3)

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

- a. **Highly advantageous:** All references contacted spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation.
- b. **Advantageous:** The great majority of references spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation.
- c. **Not Advantageous:** One reference stated that there had been significant difficulties with the proposer’s ability to deliver the contracted services and deliverables.
- d. **Unresponsive:** Proposal lacks references.

IX. PROPOSER INTERVIEWS

The selection process may include an evaluation procedure based on the comparative criteria identified above. Only proposers with a Composite Score of Advantageous or higher will be interviewed. Finalists will be required to appear in person for the interview.

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

Highly advantageous: Interview presentation is visually attractive, informative, and demonstrates **superior mastery** over the complexities and requirement of the WestMetro HOME Consortium’s HOME-ARP Allocation Plan. Evaluation team is **completely convinced** about the proposer’s ability to present the deliverables required in the Project Scope.

Advantageous: Interview presentation is visually attractive, informative, and demonstrates **acceptable management** over the complexities and requirements of the WestMetro HOME Consortium’s HOME-ARP Allocation Plan. Evaluation team finds the proposer is **adequate** to present the deliverables required in the Project Scope.

Not Advantageous: Interview presentation lacks a comprehensive approach and does not ensure full confidence with the Evaluation team that the proposer can adequately present the deliverables required in the Project Scope.

Unacceptable: Interview presentation does not demonstrate any indication with the Evaluation team that the proposer is suited to complete the Project Scope.

Interviews shall be considered a six Comparative Criterion.

X. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

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

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

Upon award, the selected proposer and the City shall enter into a contract substantially similar to that attached hereto.

XI. RULE FOR AWARD

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

END OF SECTION

ATTACHMENT A

PRICE PROPOSAL

This form must be completed and placed in a separate, sealed envelope, plainly marked with your company name on the front:

**“RFP #22-53 - Consultant Development of WestMetro Home Consortium
HOME-ARP Allocation Plan – PRICE PROPOSAL”**

TO THE AWARDING AUTHORITY:

The undersigned proposes to undertake the requirements of the assigned Project Scope outlined in Section V, while meeting the Minimum and Comparative Criteria required in Sections VII and VIII for evaluation of the Consultant Development of WestMetro Home Consortium Analysis of Impediments to Fair Housing Choice in accordance with the terms and conditions set forth in the Proposal submitted herewith.

The Proposer’s price proposal is: \$_____.

Please indicate fee payment schedule: bi-weekly, monthly, first/final payment: _____.

The undersigned certifies that this offer fully complies with all the requirements of this RFP.

The undersigned is responsible for providing own workspace and equipment, as well as covering all routine travel and other expenses. No reimbursable expenses will be paid unless specifically agreed in advance. No employee benefits are provided.

Date: _____

(Name of Proposer)

BY: _____
(Printed Name and Title of Signatory)

(City, State, Zip)

(Telephone)

(Email address)

ATTACHMENT B

TECHNICAL PROPOSAL COVER SHEET

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked
**“RFP #22-53 - Consultant Development of WestMetro Home Consortium HOME-ARP Allocation Plan –
TECHNICAL PROPOSAL”**

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

Additional Technical Proposal Submission Documents, duly completed and signed:

- City of Newton Technical Proposal Cover Sheet (Attachment B)
- City of Newton Bidder’s Qualifications and References Form (Attachment C)
- Certificate of Non-Collusion (Attachment D)
- Certificate of Foreign Corporation, if applicable (Attachment E)
- Debarment Letter (Attachment F)
- IRS Form W-9 (Attachment G)
- Certification of Tax Compliance (Attachment H)
- Business Category Information Form (Attachment I)

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

ATTACHMENT C

**CITY OF NEWTON
BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

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

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A MBE? ____ YES ____ NO WBE? ____ YES ____ NO or MWBE? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

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

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

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

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

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

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

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ATTACHMENT D

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

ATTACHMENT E

CERTIFICATE OF FOREIGN CORPORATION

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

(Jurisdiction)

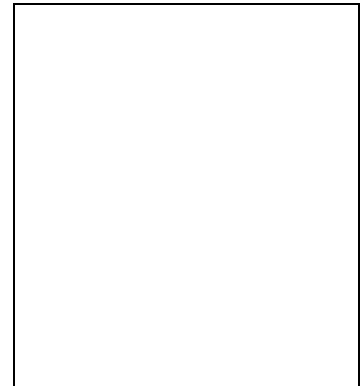
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT F

DEBARMENT LETTER

City of Newton



Mayor
Setti D. Warren

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

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

Date

Vendor

Re: Debarment Letter for Invitation For Bid # _____

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

Debarment:

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

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

(Name)

(Company)

(Address)

(Address)
PHONE _____ FAX _____
EMAIL _____

Signature

Date

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

ATTACHMENT G

IRS FORM W-9

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

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

Part I Taxpayer Identification Number (TIN)

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT H

CERTIFICATION OF TAX COMPLIANCE

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

**Signature of Individual (Mandatory)

*** 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.

ATTACHMENT I

Business Category Information Form*

RFP No. 22-53

Consultant for Development WestMetro HOME Consortium HOMR ARP Allocation Plan

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

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

I do not wish to complete this form.

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

I certify that the foregoing information is true and correct.

By: _____

Date:

CONTRACT FORMS

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

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

CITY - CONTRACTOR AGREEMENT
CONTRACT NO. _____

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

hereinafter referred to as the CONTRACTOR.

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

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's proposal the following item or items:

CONSULTANT FOR DEVELOPMENT OF WESTMETRO HOME CONSORTIUM HOME-ARP Allocation Plan

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request for Proposal # _____ (RFP) issued by the Purchasing Department;
- c. The RFP for **WestMetro Home Consortium HOME-ARP Allocation Plan** 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. The following Schedules attached hereto:
 - Schedule A: Scope of Services
 - Schedule B: Compensation and Method of Payment
 - Schedule C: Work Program and Schedule
 - Schedule D: General Requirements
 - Schedule E: Certificate of Authority
 - Schedule F: Range of Hourly Billing Rates
 - Schedule G: Professional Services Work Authorization Form
- e. Addenda Number(s) _____;
- f. The Proposal Response of the Contractor submitted for this Project and accompanying documents and certifications;
- g. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Contractor in connection with this Project;
- h. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this CITY-CONTRACTOR Agreement.

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

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of the awarded contract shall extend for one year from date of contract execution. Total payments under this contract shall not exceed \$ _____ unless the contract total has been increased by a duly executed change order. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. COMPENSATION.** Upon completion of the work to be done for each payment, the Contractor shall send to the City an invoice documenting the work done and the dates when such work was performed. Payment of the above invoice shall constitute full and complete compensation for the services hereunder. There shall be no additional compensation or reimbursement for out-of-pocket or other expenses, including without limitation employee benefits, incurred by the Contractor in connection with the performance of the services under this Agreement unless mutually agreed to in writing by the Parties. Payments shall be made within thirty (30) days of the City's approval of invoices submitted by the Contractor. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Contractor shall only be entitled to compensation in accordance with the provisions of Article xx below, whichever is applicable.
- VII. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Proposal Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF WORK.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written notice to proceed issued by the City.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights.

In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.**
- (a) Termination For Cause. If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to date of termination. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.
- (b) Termination For Convenience. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Agreement is terminated for the convenience of the City, the Contractor shall be entitled to payment for services completed. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.
- XVIII. INDEMNIFICATION.** The Contractor shall indemnify, hold harmless and defend the City and its officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest, arising out of the performance of the services rendered pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damages, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- XIX. RELATIONSHIP OF THE PARTIES.** The Contractor shall be an independent contractor to the City. Neither Party shall be deemed to be the legal representative of the other. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, as applicable, and other federal, state or local laws.
- XX. NONDISCRIMINATION.** The Contractor agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, national origin, disability, age, gender identity, or sexual orientation in any manner prohibited by the laws of the Commonwealth of Massachusetts or the United States.
- XXI. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and insure to the benefit of the Parties to this Agreement and their respective successors and assigns. The City recognizes the Contractor is a sole contractor performing the services required under this Agreement. Sub-contracting or assignment of any of the work required under this Agreement is expressly prohibited without the prior written consent of the City.

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

XXIII. INSURANCE REQUIREMENTS

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

WORKER'S COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

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

VEHICLE LIABILITY

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

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Print Name _____

Chief Procurement Officer

Date _____

Title _____

Date _____

By _____

Director of Planning and Development

Date _____

Affix Corp Seal Here

Approved as to Legal Form and Character

City funds in the amount of _____
are available in account number:

By _____

Associate City Solicitor

0111475-530100

Date _____

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

CONTRACT APPROVED

By _____

Comptroller of Accounts

By _____

Mayor or her designee

Date _____

Date _____

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

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

SCHEDULE A

SCOPE OF SERVICES

A. Consultation

Before developing the HOME-ARP Allocation Plan, the consultant will be required to consult with agencies and service providers across the WestMetro HOME Consortium whose clientele include the HOME-ARP qualifying populations to identify unmet needs and gaps in housing or service delivery systems in collaboration with the municipalities. In addition, the consultant should use this process to determine the HOME-ARP eligible activities currently taking place within the jurisdiction and potential collaborations for administering HOME-ARP. The consultation will provide a basis for the WMHC's strategy for distributing HOME-ARP funds for eligible activities to best meet the needs of qualifying populations. The consultant *must* engage with all public housing authorities (PHAs) serving the within the WMHC's jurisdiction and the Balance of State Continuum of Care (BoS CoC). At a minimum, the consultant must consult with homeless and domestic violence service providers, veterans' groups, public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities. The Allocation Plan must describe the consultation process, list the organizations consulted, and summarize the feedback received from these entities.

B. Public Participation

Before submitting the HOME-ARP Allocation Plan, in collaboration with municipal staff from the thirteen communities, the consultant must provide residents, from all thirteen communities, with reasonable notice and an opportunity to comment on the proposed HOME-ARP Allocation Plan of no less than 15 calendar days. This must be guided by the WMHC's Citizen Participation Plan for "reasonable notice and an opportunity to comment" for plan amendments in its current citizen participation plan. In addition, the WMHC, with the consultant's participation, must hold at least one public hearing during the development of the HOME-ARP allocation plan prior to submitting the plan to HUD.

For the purposes of HOME-ARP, the WMHC is required to make the following information available to the public:

- i. The amount of HOME-ARP funds the WMHC will receive.
- ii. The range of activities the WMHC may undertake.

The WMHC must consider any comments or views of residents received in writing, or orally at a public hearing, when preparing the HOME-ARP allocation plan. The HOME-ARP Allocation Plan must describe the public participation process, including any efforts made to broaden public participation. The Allocation Plan must also include a summary of comments and recommendations received through the public participation process and any comments or recommendations not accepted and the reasons why.

The public participation process of the HOME-ARP Allocation Plan must follow all applicable fair housing and civil rights requirements and procedures for effective communication, accessibility and reasonable accommodation for persons with disabilities and providing meaningful access to participation by limited English proficient (LEP) residents that are in the WMHC's current citizen participation plan as required by 24 CFR 91.105 and 91.115.

C. HOME-ARP Allocation Plan Requirements

- a. Needs Assessment and Gap Analysis: As part of the HOME-ARP Allocation Plan, the consultant will be required to conduct a Needs Assessment and Gap Analysis. This analysis must evaluate the size and demographic composition of qualifying populations within the thirteen communities that make up the WestMetro HOME Consortium and assess the unmet needs of those populations. In addition, the Needs Assessment and Gap Analysis must identify any gaps within the current shelter and housing inventory as well as the service delivery system. The analysis should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services. The analysis should identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing. The consultant must consider the housing and service needs of qualifying populations, including but not limited to:
- i. Sheltered and unsheltered homeless populations;
 - ii. Those currently housed populations at risk of homelessness;
 - iii. Other families requiring services or housing assistance to prevent homelessness; and
 - iv. Those at greatest risk of housing instability or in unstable housing situations.

The Needs Assessment and Gap Analysis should include data in the HOME-ARP allocation plan that describes the qualifying populations. In addition, the consultant must include a narrative description that:

- v. Identifies the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions under HUD’s definition of “other populations” as established in Section IV.A.4.2.ii.G. of this Notice.
 - vi. Identifies the WMHC’s priority needs for qualifying populations; and,
 - vii. Explains how the level of need and gaps in its shelter and housing inventory and service delivery systems was determined.
- b. HOME-ARP Activities: The HOME-ARP Allocation Plan must describe how the WestMetro HOME Consortium will distribute HOME-ARP funds in accordance with its priority needs. The plan must describe the WMHC’s method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the WestMetro HOME Consortium will administer eligible activities directly. As the WMHC will be using a portion of the administrative funds to contract with the consultant, the HOME-ARP Allocation Plan must identify the consultant as a contractor and describe the role and responsibility in administering the HOME-ARP funds.

The consultant must indicate in the HOME-ARP Allocation Plan the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type, including administrative and fifteen planning activities. In addition, the Allocation Plan must demonstrate that any planned funding for nonprofit organization operating assistance, as described in Section VI.F, nonprofit capacity building, and administrative costs is within HOME-ARP limits. The Allocation Plan must also include a narrative description about how the characteristics of its shelter and housing inventory, service delivery system, and the needs identified in the Needs Assessment and Gap Analysis provided a rationale for its plan to fund eligible activities.

- c. HOME-ARP Production Housing Goals: The HOME-ARP Allocation Plan must estimate the number of affordable rental housing units for qualifying populations that the WestMetro HOME Consortium will produce or support with its HOME-ARP allocation. The plan must also include a narrative about the specific affordable rental housing production goal and describe how it will address the priority needs addressed in the Needs Assessment and Gap Analysis.
- d. Preferences: The HOME-ARP Allocation Plan must identify whether the WestMetro HOME Consortium intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project based on the priority needs described in the Needs Assessment and Gap Analysis. For example, the WMHC may include a preference for:
 - i. homeless individuals and families as defined in the ESG and CoC programs;
 - ii. individuals with special needs or persons with disabilities among qualifying individuals and families;
 - iii. a specific category of qualifying individuals and families (e.g., chronically homeless as defined in 24 CFR 91.5).

The WMHC is not required to describe specific projects to which the preferences will apply in the HOME-ARP Allocation Plan. However, the HOME-ARP Allocation Plan must explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or category of qualifying population, consistent with the Needs Assessment and Gap Analysis. The Allocation Plan must also describe how it will still address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in a preference through the use of HOME-ARP funds.

Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a). The WMHC must comply with all applicable nondiscrimination and equal opportunity laws and requirements listed in 24 CFR 5.105(a) and any other applicable fair housing and civil rights laws and requirements when establishing preferences or methods of prioritization.

- e. HOME-ARP Refinancing Guidelines: If the Needs Assessment and Gap Analysis determines a need refinancing existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the refinancing guidelines must be stated in accordance with 24 CFR 92.206(b)(2). The guidelines must describe the conditions under which the WestMetro HOME Consortium will refinance existing debt for a HOME-ARP rental project. At a minimum, the guidelines must:
 - i. Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity.
 - ii. Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.

- iii. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
- iv. Specify whether the required compliance period is the minimum 15 years or longer.
- v. State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.

D. Deliverables and Client Meetings

- a. Deliverables include the following:
 - i. Consultation and Public Participation Plan
 - ii. Draft and final Community Needs Assessment and Gap Analysis report
 - iii. Draft and final HOME-ARP Allocation Plan
 - iv. Should HUD require revisions to the HOME-ARP Allocation Plan, the Consultant will be expected to assist in revising the plan to an acceptable level within a timely manner pre-determined in conjunction with HUD
- b. Monthly project meetings with the City of Newton and other WestMetro HOME Consortium staff
- c. A minimum of four (4) to six (6) presentations to the WestMetro HOME Consortium Council
- d. At least one public hearing with the Newton Planning and Development Board

SCHEDULE B

COMPENSATION AND METHOD OF PAYMENT

Section I. Method of Determining Compensation

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

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

Section II. Billing Rates

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

Section III. Payment Schedule

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

Section IV. Reimbursable Expenses

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

Section V. Payment

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

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

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

SCHEDULE C

WORK PROGRAM AND SCHEDULE

- I. The Agreement shall take effect as of the date of execution and shall terminate one year after the date of execution.
- II. The Consultant shall complete the work set for the in Schedule A, Scope of Services, in an expeditious manner subject to expeditious reviews and approvals by the City. Where possible, the Consultant shall endeavor to perform the required work in advance of the schedule.
- III. Proposed project *tentative* schedule for completion of Project Scope is as follows:

April 2022	Proposals Due.
May 2022	Consultant Selection/Contract Execution.
June 2022	Kick-off meeting.
October-December 2022	Review of preliminary findings presented to Division staff and WestMetro HOME Consortium.
February 2023	Planning and Development Board Public Hearing on Draft HOME-ARP Allocation Plan and for Division staff's review.
February-March 2023	Public comment period.
March 2023	Final revisions to the HOME-ARP Allocation Plan, incorporating any public comments received and Division's staff input.
March 2023	Project completion and submission of Final HOME-ARP Allocation Plan to HUD.

SCHEDULE D

GENERAL REQUIREMENTS

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

ARTICLE 1. RESPONSIBILITIES OF THE CITY

- 1.1 Information to be provided to the Consultant.
 - 1.1.1 The City shall furnish upon the Consultant's request all information in its possession necessary to the performance of the services required under this Agreement. It shall make and communicate to the Consultant as promptly **as possible its instructions and decisions.**
- 1.2 Action by the City
 - 1.2.1 No written communication, notification, directive, approval, consent or acceptance by the City shall in any way relieve the Consultant from his/her professional responsibilities.
 - 1.2.2 The City shall render all approvals required by this Agreement in writing to the Consultant, or it shall notify the Consultant in writing why such approvals are being withheld.
- 1.3 Waivers
 - 1.3.1 The City shall render any modification or any waiver of any term or condition or breach of this Agreement in writing. Such waivers shall not waive any other term or condition or breach thereof.

ARTICLE 2. RESPONSIBILITIES OF THE CONSULTANT

- 2.1 Scope
 - 2.1.1 The Consultant shall be responsible for the professional adequacy, technical accuracy and coordination of all the data, illustrations, reports, zoning text and any other material or work furnished by him or his consultants, or subcontractors.
- 2.2 Assignability
 - 2.2.1 The Consultant shall not assign, sublet or transfer any services, obligations, or interest in this Agreement without the prior written consent of the City.
- 2.3 Employment of Consultants
 - 2.3.1 The Consultant may provide services in collaboration with either consultants or qualified associates. It shall be the Consultant's responsibility to engage and enter into agreements with said consultants to the extent needed, subject to qualifications found elsewhere in this Agreement.
- 2.4 Meetings
 - 2.4.1 The Consultant shall attend conferences, meetings and hearings with the City as required in connection with any phase of work.
- 2.5 Time and Order of Services
 - 2.5.1 The Consultant shall furnish the documents and provide the services required by this Agreement in the sequence set forth in this Agreement unless waived by the Director, Planning & Development. He shall insure prompt and continuous prosecution of the Project to the extent of his professional responsibilities.
- 2.6 Submissions
 - 2.6.1 The Consultant shall submit the documents and materials required for the complete performance of this Agreement in the amounts and formats described in this Agreement.

2.7 Revisions

2.7.1 The Consultant shall make changes in, or revisions to documents as may be required by the City in order to accomplish the project in accordance with the work program. The City shall provide comments on submitted work products in a consolidated and timely manner. Any second or subsequent round of revisions requested on a single work product shall be treated as an Additional Service. For the purposes of this agreement, each submitted draft of a work product shall each be considered a separate work product.

2.8.1 Substantial Changes

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

2.9 Consultant's Code Compliance

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

ARTICLE 3. TERMS

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

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

3.2 Enumerations

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

ARTICLE 4. DOCUMENTS

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

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

ARTICLE 5. NOTICES

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

SCHEDULE E

CERTIFICATE OF AUTHORITY – BUSINESS CORPORATIONS

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)
held on _____ at which all Directors were present or
waived notice, it was voted that, _____
(name)
of this company, be and hereby is authorized to execute contracts and bonds in the
name and behalf of said company, and affix its Corporate Seal thereto, and such
execution of any contract of obligation in this company.

A TRUE COPY

ATTEST (clerk or secretary)

Place of Business

I hereby certify that I am the clerk/secretary of the _____
(name of company)
that _____ is the duly elected _____
(name of individual)
of said company, and the above vote has not been amended or rescinded and
remains in full force and effect as of _____, the date on which the
corporation's authorized representative, named above, affixed his/her signature to
this contract.

Clerk or Secretary
(Corporate Seal)

Date

SCHEDULE F

RANGE OF HOURLY BILLING RATES

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

SCHEDULE G

PROFESSIONAL SERVICES WORK AUTHORIZATION FORM

Control Number _____ Date _____

Time _____

Building Street Address _____

Contact Person _____

Proposed Budget _____ Budget Code _____

=====
Compensation: _____

Fee Type

() Lump Sum

_____ Reimbursable Expenses Authorized

() Time and Materials Not to Exceed

=====
SCOPE OF WORK:

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

_____ Fee

_____ Project Completion Date _____ Signature (Consultant)

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

_____ Number

_____ Signature

_____ Date