

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PLANNING AND DEVELOPMENT

REQUEST FOR QUALIFICATIONS:

**PROFESSIONAL DESIGN AND ENGINEERING
SERVICES FOR WASHINGTON STREET REDESIGN**

RFQ #22-56

Submittal Date: March 31, 2022 at 10:00 a.m.

**MARCH 2022
Ruthanne Fuller, Mayor**

**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS #22-56**

This City of Newton (City) Request For Qualifications (RFQ) invites sealed Statements of Qualification (SOQs) from qualified engineering and design individuals or firms for

**PROFESSIONAL DESIGN AND ENGINEERING SERVICES
FOR WASHINGTON STREET REDESIGN**

SOQs will be received until: March 31, 2022 at 10:00 a.m.

SOQs will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for SOQs. at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. SOQs will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for SOQs, all received within the time specified will be opened and as soon as practicable a list of submitters (hereinafter referred to as Designers) will be posted on the City website.

Contract Documents will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., March 3, 2022.** Designers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids. Designers are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e., #22-56) they have downloaded.

Designers submitting SOQs that require clarification or interpretation of the RFQ shall make a written request to the Purchasing Department as indicated above, by noon on Friday, March 25, 2022. Designers contacting any city employee or any other person regarding this RFQ outside of the Purchasing Department, once the RFQ has been released, may be disqualified from the procurement process.

The City will make best efforts to give written responses to the questions no later than March 29, 2022 to Designers requesting a copy of this RFQ by an email Addendum.

Designer SOQs must be clearly labeled "RFQ #22-56 Professional Design and Engineering Services for Washington Street Redesign" and delivered to the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, Massachusetts above no later than 10:00 a.m. on March 31, 2022. The sealed SOQs must include one (1) original, five (5) hard copies and three (3) digital copies in PDF format on separate CD or thumb drive. SOQs may be delivered in person, by courier or by mail. SOQs submitted by fax or electronic mail will not be considered.

SOQs will not be accepted nor may submitted SOQs be corrected, modified or withdrawn after the deadline. There will be no public opening of the SOQs, though on the deadline date a list of all persons who submitted an SOQ will be published. Proposers are responsible for downloading the specifications from the City's web site, and are requested to email the Purchasing Department (purchasing@newtonma.gov) their company name, address, email address, phone & facsimile number and what bid # (i.e. #22-56) they have downloaded.

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

The City reserves the right to reject any and all SOQs, to waive any defects, informalities, and minor irregularities; and to award contracts or cancel this RFQ if it is in the City's best interest to do so. The City is an AA/EEO employer and encourages MBE and WBE firms to apply.

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

CITY OF NEWTON

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

Nicholas Read
Chief Procurement Officer
March 3, 2022



RUTHANNE FULLER
MAYOR

WASHINGTON STREET REDESIGN

REQUEST FOR QUALIFICATIONS RFQ 22-56 PROFESSIONAL DESIGN AND ENGINEERING SERVICES March 3, 2022

1. INTRODUCTION

The City of Newton, Massachusetts, (“City”), acting through its Planning Department, is seeking the services (Services) of a qualified designer (Designer) to provide professional design and engineering services including planning/scoping, engineering analysis, concept design, construction plans, specifications, construction management services and evaluation for the redesign of Washington Street via a phased approach (collectively, the Project).

The City is requesting initial design services for a pilot project with yet-to-be-determined limits between the City’s Chestnut Street and Church Street. The pilot project will include the development and evaluation of multiple solutions and continue initially through the Final Design Phase with the preferred alternative. Subject to the approval of a project by the City and its designees and further subject to adequate funding authorized by the City, the contract between the City and the Designer may be amended to include but not limited to continued designer services through full construction of a final project between Chestnut Street and Church Street.

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

2. BACKGROUND

History, Profile and Organizational Structure

The City of Newton was settled in 1639 and incorporated as a City in 1873. The City is located approximately seven miles from downtown Boston, has a population of approximately 84,000 and occupies a land area of 18.33 square miles. The City is principally suburban-residential in character and consists of 13 distinct villages – Auburndale, Chestnut Hill, Newton Centre, Newton Corner, Newton Highlands, Newton Lower Falls, Newton Upper Falls, Newtonville, Nonantum, Oak Hill, Thompsonville, Waban, and West Newton.

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

The selected Designer will be working in partnership with various City Departments, committees, and sub-committees.

The Designer will assist the City in identifying other approvals required by the Commonwealth of Massachusetts and coordinate **submittal** materials for such approvals. Such approvals may include but are not limited to:

Environmental Protection Agency (EPA)
Massachusetts Department of Environmental Protection (DEP)

3. PROJECT INFORMATION AND OBJECTIVES

Planning has identified a need for professional services for the multi-phased complete streets redesign of Washington Street, with yet-to-be-determined limits between Chestnut Street and Church Street. The Designer will work under Planning, in concert with the Department of Public Works (DPW), the Mayor's Office, Public Safety, and other departments, to provide planning/scoping, engineering analysis, concept design, construction plans, specifications, construction management services and evaluation for the redesign of Washington Street via a phased approach.

The Project aims to implement complete streets improvements that may reallocate the right of way from 4 to 2 vehicular lane with turn lanes, to achieve the project goals to add protected bike lanes, improve pedestrian accommodations and crossings, optimize bus operations, and improve the public realm. The project will build off previous work of the City's 2019 *Washington Street Vision Plan* and the Boston Region MPO's 2015 technical memorandum *Washington Street Subregional Priority Roadway Study in Newton*. The Project is aimed to lay the groundwork for significant future mixed-use moderate density development along this transit-rich corridor, with an eye towards transforming the corridor into a vibrant, thriving economic development and residential corridor.

The Project will:

- Improve the safety conditions for all road users, with particular focus on vulnerable users such as people with disabilities as well as older and younger users.
- Prioritize biking, walking, pedestrian safety, and accessibility including increasing pedestrian crossings, ensuring accessibility, and providing protected bike lanes.
- Support public transit service, particularly optimizing bus operations and enhancing access to the commuter rail. Creation of dedicated bus lanes is not being considered at this time.
- Manage traffic flow including optimizing traffic signal operations.
- Create a vibrant, welcoming and inviting public realm and boulevard through streetscape enhancements, sidewalk improvements, improved street lighting, stormwater management, plantings, and street furniture.

The City envisions the Designer will approach the Project in multiple phases as described below. Phases may be implemented concurrently or in succession, at the request of the City.

Phase 1(a) – Design and Evaluation for Pilot

This phase will design a pilot for Washington Street from Chestnut Street to Lowell Avenue (other limits may be chosen in concert with the selected consultant) to demonstrate proof of concept to the public for the re-alignment of Washington Street from 4 to 2 lanes with turn lanes. The pilot is anticipated to be operational for 7-10+ years until the road is fully reconstructed as a TIP project and may include signal equipment upgrades, curb work, paint, and vertical elements. The pilot will, at minimum, add protected bike lanes, improve pedestrian accommodations, and optimize bus operations. Consultant will be responsible for topographic and right of way survey, traffic and parking analysis, public process, design, and pilot evaluation. Specific design responsibilities include project plans, specifications, construction cost estimate, bid documents and construction phase services to respond to contractor questions.

- Design - 3 submissions at 25%, 75% and 100% are envisioned
- Public process and outreach will require:
 - ~4 public meetings
 - ~5 small meetings with Ward Councilors

- ~6 Group sessions with the City’s Complete Streets Working Group
- ~2-3 City Council meetings (Public Facilities and/or Public Safety and Transportation)
- Bi-weekly project team meetings with internal team including Planning and DPW
- Meeting with MassDOT, as needed
- Evaluation - Consultant will need to define and implement a methodology to evaluate the success of the pilot.

A detailed scope of services will be developed with the consultant upon selection.

Phase 1(b) – TIP Project Planning and Initiation

Work with the City to determine a phased approach to design and implementation for a TIP funded project to reconstruct Washington Street from Chestnut Street to no farther east than Church Street. Process will consider a variety of factors including traffic and parking analysis, existing conditions analysis, multimodal access, drainage/utilities, pilot evaluation and adjacent land use to identify next steps, phasing, project limits, concepts and estimated costs for implementation of the full project. A detailed scope of services will be developed with consultant upon selection. All phases will include meetings with MassDOT.

Phase 2: 25% Design TIP Project– Details to be determined with Consultant at completion of Phase 1B.

Phase 3: 25-100% Engineering Design TIP Project– Details to be determined with Consultant at completion of prior phases.

Phase 4: Construction Phase Services - Details to be determined with Consultant at completion of prior phases

The following analysis was conducted on Washington Street by a consultant team in 2019 and 2020 prior to the pandemic and will be made available to the selected consultant team.

- Project Initiation
- Select traffic count locations (20 ATRs and 24 TMCs) to accurately capture traffic patterns, as well as days and times to capture the peak periods
- Create map to graphically show the traffic count locations with respect to each other, the corridor as a whole and the surrounding area
- Coordinate traffic count locations and dates with sub-consultant, Accurate Counts
- Traffic counts performed by Accurate Counts, including 20 ATRs and 24 TMCs
- Prepared aerial images for presentation purposes
- Completed Synchro network (traffic capacity analysis) for 24 intersections
- Familiarization with previous traffic studies (CTPS)
- Performed site visits and traffic observations for corridor characteristics
- Observed traffic operations during the morning, evening, and Saturday peak hours
- Summarized findings from site visits and observations
- Prepared figures (Turning Movement Diagrams, ATR figures, etc.)
- Preparation of plans for conceptual layouts
- Reviewed traffic studies for trip generation of other developments in the area
- Prepared and summarized crash data
- Created cross-sections for concepts
- Prepared for and attended meeting with the City to review/discuss conceptual alternatives
- Revised concepts based on City input
- Prepared for and attended a site walk with the City
- Meetings with the City

Additionally, a Traffic Impact and Access Study was completed in April 2021 for the Dunstan Residences Project situated at the intersection of Dunstan Street and Washington Street. The Study can be found at: <https://www.newtonma.gov/home/showpublisheddocument/68202/637539130687070000>

This contract is funded through the City of Newton's Capital Improvement Plan. Approximately \$250,000 in design funding is available for the design of the Phase 1(a) (i.e., the pilot) and Phase 1(b). Up to \$2,500,000 available for Phase 1(a) construction. Funding for other phases has yet to be identified but may include ARPA funds. The City intends to seek Transportation Improvement Program funding for construction of phases 2-4.

4. INSTRUCTIONS TO DESIGNERS

(a) SOQ REQUIREMENTS

Persons or firms submitting an SOQ must meet the following requirements:

- (i) **Format.** Submit an original and five (5) hard copies and three (3) digital copies in PDF format on separate CD or thumb drive. Responses should be printed double-side and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the proposal is at the applicant's discretion, but it is recommended that the proposal be laid out in such a manner that the reader doesn't need to be constantly rotating the proposal. Proposals should not be provided with acetate covers.

The City will only accept hard original copies of SOQs. Responses submitted by fax or electronic mail will not be considered.

The City assumes no responsibility or liability for late delivery or receipt of SOQs. All SOQs received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

- (ii) **Cover Letter.** Applications must be accompanied by a concise cover letter that is a maximum of two pages in length.

A copy of the cover letter should be attached to each copy of the SOQ. The cover letter must include the certifications as noted in **Attachment B** of this RFQ.

- (iii) **Supplemental Materials.** Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project subject to the page limitations as set forth in the Standard Designer Application Form.

(b) REQUIREMENTS FOR SOQ CONTENT

All copies of SOQs shall be:

- Presented in an organized and clear manner.
- Must include the required forms in **Attachment B**.
- Must include all required certifications.
- Must include the following information, organized as follows:

Team Qualifications

- Describe the qualifications and experience of the team relative to multimodal planning, concept design engineering, urban design, landscape architecture, roadway operational changes (multi-modal, urban street, utilities, drainage), cost estimates, traffic engineering, and public engagement.

- Share, at minimum, examples of successfully completed similar projects in Massachusetts and nationally that emphasize complete streets and include protected bike lanes, pedestrian accommodations, and bus operations.
- Address familiarity with and/or leadership related to with federal standards and guidelines, MassDOT standards and guidelines, Complete Street, NACTO guidelines and best practices in transit, pedestrian, and bicycle design.
- If subconsultants are involved, describe the history of past partnerships between primary consultant and any subconsultant.

Key Personnel Qualifications

- Include a detailed list of all personnel to be assigned to the project.
- Describe roles of the staff personnel, length of work experience, areas of expertise, and availability.
- Experience initiating and managing MassDOT TIP projects.
- Describe experience implementing projects of similar scale and nature within Massachusetts and nationally.
- Describe familiarity with and/or leadership related to with federal standards and guidelines, MassDOT standards and guidelines, Complete Street, NACTO guidelines and best practices in transit, pedestrian, and bicycle design.

Innovative and Environmentally Sustainable Techniques

Describe your organizations experience implementing innovative, environmentally sustainable techniques (design, materials, etc.), creative multimodal infrastructure and public right-of-way improvements, green infrastructure, and/or park elements.

Project Approach

Describe in detail your understanding of the project and project approach. Include a schedule for Phase public involvement plan.

Diversity and Inclusiveness

Briefly describe your plans to ensure diversity and inclusiveness in both the project team

(c) PAYMENT SCHEDULE & FEE EXPLANATION

The City will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations.

(d) OTHER PROVISIONS

(i) Public Record Law

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L.c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

(ii) Waiver/Cure of Minor Informalities, Errors and Omissions

The City reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the City and its beneficiaries.

(iii) Communications with the City:

Designers that intend to submit a SOQ are prohibited from contacting any of the City's staff other than the City Purchasing Department:

Newton City Hall Room
Purchasing Department, Room 108
1000 Commonwealth Avenue
Newton, Massachusetts 02459
Phone # 617.796.1220
Email: purchasing@newtonma.gov Fax # 617.796.1227

An exception to this rule applies to Designers that currently do business with the City, but any contact made with persons other than the Purchasing Department must be limited to that business and must not relate to this RFQ. In addition, such respondents shall not discuss this RFQ with any of the City's consultants, legal counsel or other advisors. Failure to observe this rule may be grounds for disqualification.

(iv) Costs

The City is not liable for any costs incurred by any Designer in preparing its SOQ or for any other costs incurred prior to entering into and only in accordance with a Contract between the Designer and the City.

(v) Withdrawn/Irrevocability of Responses

A Designer may withdraw its SOQ as long as the written request to withdraw is received by the City's Purchasing Department prior to the time and date of the SOQ opening.

(vi) Rejection of SOQs, Modification of RFQ

The City reserves the right to reject any and all SOQs if the City determines, within its own discretion, that it is in the City's best interests to do so. This RFQ does not commit the City to select any Designer, award any contract, pay any costs in preparing an SOQ, or procure a contract for any services. The City also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Designer may not alter the RFQ or its components.

(vii) Subcontracting and Joint Ventures

Designer's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the SOQ.

(viii) Validity of Response

Submitted SOQs must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

5. SCOPE OF SERVICES

The Designer will be required to execute the City's standard Designer Services Agreement (Contract), a copy of which is attached hereto as **Attachment A** and incorporated herein by reference. The required scope of services is set forth in the Contract and this RFQ. The initial fee will be negotiated. The Contract may be amended for future phases. Unless specifically excluded and agreed to by the City, the Designer's basic services consist of the tasks described in the Contract and the RFQ, including planning/scoping, engineering analysis, concept design, construction plans, specifications, construction management services and evaluation and other related work reasonably inferred in the opinion of the City as being necessary to meet the project's stated scope and goals.

During all phases of the project, the City will require interactive working group sessions to explore design concepts. This RFQ will be appended to and become part of the Contract.

The Designer will review the proposed project as specified in the RFQ. The Designer will meet as required with the Planning, Public Works, and other City Departments as required, and other officials (elected or volunteer) to develop a thorough understanding of the project and the needs of the project.

Extra and reimbursable expenses are defined in Section IV of Schedule B to the Contract. Any extra or reimbursable expenses must be approved in writing in advance.

6. PROJECT PHASES AND WORK PLAN

Work under this RFQ is divided into the Project Phases. Each Project Phase will consist of one or more required submissions, and may include site visits, meetings with the Planning Project Manager, DPW and others, as well as other tasks as described.

The estimated total duration of the Contract is estimated to be **3 years**. The total duration of the Contract is estimated as follows.

Phase 1(a) – Design and Evaluation for Pilot	15 months
Phase 1(b) – TIP Project Planning and Initiation	3 months
Phase 2: 25% Design TIP Project	18 months
Phase 3: 25-100% Engineering Design TIPP Project	TBD
Phase 4: Construction Phase Services	TBD

Actual durations may vary depending upon the agreed upon solution, the extent of required document revisions, the time required for approvals, and other reasons. Such variances in estimated time will not, in and of themselves, constitute a justification for an increased fee for basic services, nor are they a substitute for the performance time requirements shown below.

The Designer and City will determine performance times for each phase of the Project. The anticipated contract period will be from May 2022 through the completion of the 25% Design and Evaluation For Pilot phase. The Designer’s initial contract will be for that phase and will be amended subsequent phases. The City reserves the right to terminate the services provided by the selected firm/individual at the end of the first phase and re-solicit design services or to continue with the selected Designer beyond this phase in accordance with the Contract.

7. SELECTION CRITERIA

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

The City and DSC will consider the following criteria in evaluating SOQs:

Team

- Qualifications and experience of the team relative multimodal planning, concept design engineering, urban design, landscape architecture, roadway operational changes (multi-modal, urban street, utilities, drainage), cost estimates, traffic engineering, and public engagement, with particular emphasis on qualifications of lead team and members.
- Prior successful completion of similar projects in Massachusetts and nationally. Projects should emphasize complete streets and include protected bike lanes, pedestrian accommodations, and bus operations.

- Familiarity with and/or leadership related to with federal standards and guidelines, MassDOT standards and guidelines, Complete Street, NACTO guidelines and best practices in transit, pedestrian, and bicycle design.
- Track record of successful partnership between consultants and any subconsultants.
- Proven ability of the consultant team to deliver high quality multimodal infrastructure in urban and suburban environments.

Key Personnel:

Qualifications, experience, availability, expertise, and responsiveness of key personnel (including subconsultants) who will be assigned to and responsible for delivering this project.

- Experience implementing projects of similar scale and nature within Massachusetts and nationally.
- Experience with public engagement and demonstrated success reaching consensus among multiple stakeholders.
- Experience initiating and managing MassDOT TIP projects.
- Familiarity with and/or leadership related to with federal standards and guidelines, MassDOT standards and guidelines, Complete Street, NACTO guidelines and best practices in transit, pedestrian, and bicycle design.
- Proven ability of the consultant team to deliver high quality multimodal infrastructure in urban and suburban environments.

Experience in Innovative and Environmentally Sustainable Techniques

- Experience of the team in implementing innovative, environmentally sustainable techniques (design, materials, etc.), creative multimodal infrastructure and public right-of-way improvements, green infrastructure, and park elements.

Project Approach: A thoughtful and clear process to the project, with particular emphasis on Phase 1a and 1b including:

- Approach to the project
- Understanding of the project and issues
- Schedule and budget
- Public involvement plan

8. SELECTION PROCESS AND SELECTION SCHEDULE

Process:

- a. The City will perform a review of all responses as follows:
 - i. The City will be responsible for reviewing each Designer’s proposal to determine whether it has met the minimum criteria established in the RFQ. Designers that do not meet the Selection Criteria may not be further considered.
 - ii. The City will review the Designers’ applications and check the necessary references.
- b. The City will score each proposal that has met the Selection Criteria.
- c. Based on the initial scores the City will rank the Designers and short-list a minimum of three (3) Designers.
- d. The City may schedule interviews with the short-listed Designers. Each short-listed Designer will be given an opportunity to make a brief presentation on their experience and capabilities to successfully provide the required project management services. The City will have an opportunity to discuss the responses and ask questions.
- e. Following the interviews the City will develop final rankings based, in part on, the weighted Evaluation Criteria in the RFQ and on additional information obtained during the interviews.

- f. The evaluators will transmit a list of ranked finalists to the Mayor. The submitted list shall be accompanied by a written explanation.
- g. The City will commence fee negotiations with the first- ranked Designer.
- h. If the City is unable to negotiate a contract with the first-ranked selection, the City will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the City. If fee negotiations fail the Mayor may request three (3) additional recommendations from which he may select, or the City may re-advertise the RFQ.

The City may re-advertise the RFQ if fewer than three responses are received.

Schedule:

- a. The following is a tentative schedule of the selection process, subject to change at the City’s discretion.

March 2, 2022	Advertisement of RFQ appears in TAB.
March 2, 2022	Advertisement of RFQ appears in Central Register of the Commonwealth of Massachusetts.
March 3, 2022	RFQ Available
March 25, 2022	Last day for questions from Designers due by 12:00 PM
March 29, 2022	Responses to Designer Questions posted by 5:00 PM
March 31, 2022	Designer Proposals due to by 10:00 AM
TBD	Designers short-listed
TBD	Interview short-listed Designers
TBD	Negotiate fee schedule with selected Designer
TBD	Execute contract

Attachment A

CONTRACT FORMS

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

These forms may be modified by the City and are provided for informational purposes only.

DESIGNER SERVICES 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, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the DESIGNER.

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

- I. SCOPE OF WORK.** The Designer 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 agreed in the following services:

WASHINGTON STREET REDESIGN SERVICES

- 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 Designer Services Agreement, including all completed and executed Agreement Schedules;
- b. The City's Request for Qualifications #22-56 (RFQ) issued by the Purchasing Department;
- c. The RFQ for Washington Street Redesign Services, including Specifications, And If Included Or Referenced Therein, Any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials (collectively referred to herein as the "Project Manual");
- d. Addenda Number(s) _____;
- e. The RFQ Response of the Designer (SOQ) submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Designer in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this Agreement.

This Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the City and the Designer. The Designer 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 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 Designer agrees to comply with same.
- V. CONTRACT TERM.** The term of the awarded contract shall be negotiated between the City and the Designer from time to time, as provided in the RFQ. 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 Designer 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 Designer 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 Designer. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Designer shall only be entitled to compensation in accordance with the provisions of Article xx below, whichever is applicable.
- VI. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Designer's Proposal Response.
- VII. MATERIALS.** The Designer 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 Designer, 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 Designer 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 Designer 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 Designer.
- XIII. PATENT INDEMNIFICATION.** The Designer 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 Designer, 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 Designer 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 Designer from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Designer 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 Designer or the City, the Designer 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 Designer, shall be the agents of the Designer and not of the City, and the Designer 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 Designer fails to fulfill in a timely manner its obligations under this Agreement, or if the Designer 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 Designer 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 Designer 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 Designer 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 Designer 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 Designer 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 Designer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

XXIX. RELATIONSHIP OF THE PARTIES. The Designer shall be an independent Designer 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 Designer 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 Designer is a sole Designer 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. INSURANCE. Throughout the term of the Agreement the Designer shall maintain insurance, evidenced by a Certificate of Insurance showing the City as additional insured, in the following amounts:

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

XXIII. 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.

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 Agreement.

XXVII. SCHEDULES. The Designer has completed and executed, as applicable, Schedules A-G hereto, which are incorporated herein by reference.

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

DESIGNER

CITY OF NEWTON

By _____

By _____

Print Name _____

Chief Procurement Officer

Title _____

Date _____

Date _____

By _____

Director of Planning & 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

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 _____

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

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

[SIGNATURE PAGE TO FOLLOW]

SCHEDULE A

Planning/scoping, engineering analysis, concept design, construction plans, specifications, construction management services and evaluation for the redesign of Washington Street via a phased approach as follows:

Phase 1a – Design and Evaluation for Pilot

This phase will design a pilot for Washington Street from Chestnut Street to Lowell Avenue (other limits may be chosen in concert with the selected consultant) to demonstrate proof of concept to the public for the re-alignment of Washington Street from 4 to 2 lanes with turn lanes. The pilot is anticipated to be operational for 7-10+ years until the road is fully reconstructed as a TIP project and may include signal equipment upgrades, curb work, paint, and vertical elements. The pilot will, at minimum, add protected bike lanes, improve pedestrian accommodations, and optimize bus operations. Consultant will be responsible for topographic and right of way survey, traffic and parking analysis, public process, design, and pilot evaluation. Specific design responsibilities include project plans, specifications, construction cost estimate, bid documents and construction phase services to respond to contractor questions.

- Design - 3 submissions at 25%, 75% and 100% are envisioned
- Public process and outreach will require:
 - ~4 public meetings
 - ~5 small meetings with Ward Councilors
 - ~6 Group sessions with the City's Complete Streets Working Group
 - ~2-3 City Council meetings (Public Facilities and/or Public Safety and Transportation)
 - Bi-weekly project team meetings with internal team including Planning and DPW
 - Meeting with MassDOT, as needed
- Evaluation - Consultant will need to define and implement a methodology to evaluate the success of the pilot.

A detailed scope of services will be developed with the consultant upon selection.

Phase 1b – TIP Project Planning and Initiation Work with the City to determine a phased approach to design and implementation for a TIP funded project to reconstruct Washington Street from Chestnut Street to no farther east than Church Street. Process will consider a variety of factors including traffic and parking analysis, existing conditions analysis, multimodal access, drainage/utilities, pilot evaluation and adjacent land use to identify next steps, phasing, project limits, concepts and estimated costs for implementation of the full project. A detailed scope of services will be developed with consultant upon selection. All phases will include meetings with MassDOT.

Phase 2: 25% Design TIP Project– Details to be determined with Consultant at completion of Phase 1B.

Phase 3: 25-100% Engineering Design TIP Project– Details to be determined with Consultant at completion of prior phases.

Phase 4: Construction Phase Services - Details to be determined with Consultant at completion of prior phases

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 Designer shall identify for consideration by the City customary costs related to the services indicated in Schedule A.

Section II. Billing Rates

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

Section III. Payment Schedule

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

Section IV. Reimbursable Expenses

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

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

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

SCHEDULE C

GENERAL REQUIREMENTS

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

ARTICLE 1. RESPONSIBILITIES OF THE CITY

1.1 Information to be provided to the Designer.

1.1.1 The City shall furnish upon the Designer'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 Designer 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 Designer from his/her professional responsibilities.

1.2.2 The City shall render all approvals required by this Agreement in writing to the Designer, or it shall notify the Designer 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 DESIGNER

2.1 Scope

2.1.1 The Designer shall be responsible for the professional adequacy, technical accuracy and coordination of all of the data, illustrations, zoning text and any other material or work furnished by him or his Designers, or subcontractors.

2.2 Assignability

2.2.1 The Designer shall not assign, sublet or transfer any services, obligations, or interest in this Agreement without the prior written consent of the City.

2.3 Professional Insurance and Liability Insurance

2.3.1 The Designer shall at their own expense obtain and maintain a Professional Liability Policy for negligent acts, errors or omissions of the Designer, or of any person or business entity for whose performance the Designer is legally liable, that arise out of the performance of the services required under this Agreement. The minimum amount of such insurance shall be One Million Dollars (\$1,000,000).

All insurance coverage required in this Section shall be in effect during the term of this Agreement. Certificates of all insurance by this Agreement, as well as all renewals of such insurance, shall be supplied to the Director of Planning and Development, and the City shall be named the Certificate Holder.

In addition, the Designer shall carry general liability insurance and workmen's compensation insurance and should provide the City with a Certificate of Insurance, acceptable to the City. Such liability insurance shall be in a minimum amount as follows:

General Liability, including Bodily Injury and Property Damage in an aggregate amount of \$500,000 or greater. The General Liability policy shall include endorsements showing the following types of coverage: Comprehensive Form, Premises Operations, Contractual Insurance, Broad Form Property Damage and Independent Contractor.

Workers compensation insurance shall be in the amounts as required by law.

The City shall be named an additional insured party under the General Liability Policy.

The Designer's insurance coverage shall also include valuable papers insurance for the restoration of plans, drawings, field notes and other documents in the event of loss or destruction while in custody of the Designer in an amount sufficient to cover the cost of restoration.

The Designer shall indemnify, defend and hold harmless the City and its officers, employees, and servants against all claims, damages, losses or expenses of whatever kind or nature, including reasonable attorney fees, for or on account of any injuries to persons or damage to property to the extent that the same arises out of or results from the services of the Designer, or the services of any person or business entity for whose performance the Designer is legally liable, rendered pursuant to this Agreement, regardless of whether caused in part by the party indemnified hereunder.

2.4 Employment of Designers

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

2.5 Meetings

2.5.1 The Designer shall attend conferences, meetings and hearings with the City as required in connection with any phase of work.

2.6 Time and Order of Services

2.6.1 The Designer shall furnish the documents and provide the services required by this Agreement in the sequence set forth in this Agreement unless waived by the Director, Planning & Development. He shall insure prompt and continuous prosecution of the Project to the extent of his professional responsibilities.

2.7 Submissions

2.7.1 The Designer shall submit the documents and materials required for the complete performance of this Agreement in the amounts and formats described in this Agreement.

2.8 Revisions

2.8.1 The Designer shall make changes in, or revisions to documents as may be required by the City in order to accomplish the project in accordance with the work program.

The changes in, or revisions to documents required in this section shall be at no additional cost to the City.

2.9 Substantial Changes

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

2.10 Designer's Code Compliance

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

ARTICLE 5. NOTICES

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

SCHEDULE D

RANGE OF HOURLY BILLING RATES

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

SCHEDULE E

PROFESSIONAL SERVICES WORK AUTHORIZATION FORM

Control Number _____ Date _____

Time _____

Building Street Address _____

Contact Person _____

Proposed Budget _____ Budget Code _____

Compensation: _____

Fee Type _____

Lump Sum _____ Reimbursable Expenses Authorized _____

Time and Materials Not to Exceed _____

SCOPE OF WORK: _____

The Designer 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 (Designer) _____

=====

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

Number _____

Signature _____ Date _____

SCHEDULE F

CERTIFICATE OF AUTHORITY – CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds.**)
- at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that
5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)
- of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.
6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

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

Attachment B

STATEMENT OF QUALIFICATIONS (SOQ) COVER SHEET

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

Additional SOQ Submission Documents.

- 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)

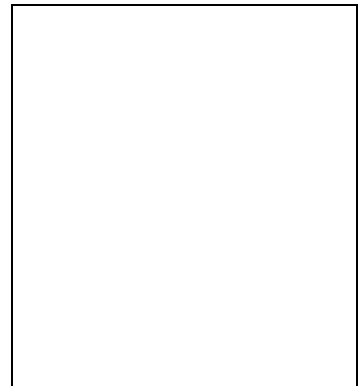
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

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
Ruthanne Fuller

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

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

Date

Vendor

Re: Debarment Letter for Invitation For Bid # _____

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

Debarment:

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

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

(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

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.)	<input checked="" type="checkbox"/> Exempt payee
City, state, and ZIP code	Requester's name and address (optional)
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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*

IFB No. 22-56

Washington Street Redesign

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: