

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE PLANNING DEPARTMENT

REQUEST FOR PROPOSAL:

**California Street Manufacturing District Zoning Study
Consultant Services**

RFP #22-96

Proposal Due Date: June 23, 2022 at 10:00 a.m.

JUNE 2022

Ruthanne Fuller, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #22-96

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

CALIFORNIA STREET MANUFACTURING DISTRICT ZONING STUDY CONSULTANT SERVICES

Proposals will be received until: **June 23, 2022 at 10:00 a.m.**
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 **June 2, 2022 10:00 a.m.**

There will be no charge for contract documents.

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

The projected term of the contract shall extend from **October 1, 2022 to June 30, 2023.**

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 COPY, and 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 Consultant 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
June 2, 2022

PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS 22-96

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 (“Services”) related to development project review and long-range planning efforts, comparative judgments of technical factors, in addition to price, will be necessary for the following reasons:

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

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

II. INTRODUCTION

The City of Newton, Massachusetts seeks a qualified consultant(s) to provide expertise and assistance to the City of Newton Planning and Development Department, Law Department, and City Council in developing a Manufacturing District Zoning Study for a study area along California Street, Newton. The selected consultant(s) must have a broad range of experience with Planning, Economic Development, Urban Design, and Land Use Law.

III. INSTRUCTIONS TO PROPOSERS

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

Inquiries involving procedural or technical matters should be received in writing no later than **June 17, 2022 at noon.**

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

or

By email: purchasing@newtonma.gov

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

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

“Technical Proposal, RFP #22-96 California Street Manufacturing District Zoning Study”

along with your company name on the front of the envelope. The Technical Proposal shall be submitted with **Attachment B** Technical Proposal Cover Sheet (p. 13, below), and with all documents referenced therein attached.

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

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

“Price Proposal, RFP #22-96 California Street Manufacturing District Zoning Study”

along with your company name on the front of the envelope. The Price Proposal shall be submitted on **Attachment A** Price Proposal (p. 11-12, 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 **June 23, 2022 at 10:00 a.m.** Faxed proposals **will not** be accepted.

The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Laws, 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. on June 2, 2022. There will be no charge for RFP documents.

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

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

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

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, in order to receive addenda and other notices you must make your company known to the City of Newton Purchasing Department by emailing your company’s: name, address, phone and fax number and include the RFP NUMBER (#22-96), if you would like to be a bidder of record. It is the Consultant’s sole responsibility to ensure that they have received all addenda prior to the RFP submittal date.

Copies of addenda will be made available for inspection at the location listed in the City’s Purchasing Department will be posted to the City’s website www.newton.ma.gov/bids.

All proposers must acknowledge each Addendum in both the TECHNICAL and PRICE PROPOSALS

- 4. Acceptance of Proposal Content.** The successful proposal shall become incorporated into the final contract documents.

5. **Contract and Term.** The projected term of the contract shall extend from **October 1, 2022 to June 30, 2023.**
6. **Insurance Requirements.** During the term of any agreement, Consultant shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

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

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

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

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

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

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

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

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

8. **Force Majeure.** Neither the City nor the Consultant 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.** Consultant 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.** Consultant 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.** Consultant shall not assign or subcontract any portion of the operation without prior written approval from the City.
12. **Independent Consultant.** Consultant and its employees will operate as an independent Consultant and are not considered to be City employees.

IV. CALIFORNIA STREET MANUFACTURING DISTRICT ZONING STUDY CONSULTANT SERVICES SCOPE OF WORK

The City of Newton, Massachusetts seeks a qualified consultant(s) to provide expertise and assistance to the City of Newton Planning and Development Department, Law Department, and City Council in developing a Manufacturing District Zoning Study for a study area along California Street. The selected consultant(s) must have a broad range of experience with Planning, Economic Development, Urban Design, and Land Use Law.

Project Context

A city of approximately 89,000 people adjacent to Boston, Newton benefits from a prime location with good transportation access to the region's job centers in Boston, Cambridge, and the Route 128 corridor and an excellent public school system. An inner-ring suburb, the community serves as a transition between suburban communities outside the Route 128 ring and the region's inner core. The City also represents a mixture of good community design with a number of historic walkable and transit-oriented village centers, attractive neighborhoods, beautiful parks, and legacy industrial areas. These amenities have made Newton a highly desirable community and, coupled with the strong regional economy, there is a high demand for new residential and business development with particular pressure on the City's industrial areas like that found along California Street in Nonantum.

The California Street Manufacturing District is an area on the Newton/Watertown border zoned as Manufacturing. The current zoning does not allow for residential, or retail uses. The study area is a twelve-minute walk to Watertown Square and near Arsenal Yards and the Watertown Mall, an area that is experiencing a transformation fueled by a boom in multi-family residential and life science lab development. A recent 40B project was approved with approximately 200 units of housing and there has been development interest for additional multifamily housing, which would require rezoning. At the same time, this is one of the largest opportunity areas in Newton for commercial development and life science uses are proposed nearby in Watertown. The zoning study would analyze the best practices from other communities for reimagining manufacturing districts for the 21st century and strategies for strengthening the commercial tax base.

Project Description

Newton has long been a community that includes a mix of business uses. Historically, Newton provided industrial and manufacturing jobs through its mills and plants located throughout the city. As the economy and demographics of the area have changed, so has the commercial base of the City. Employment trends have led to more office, retail, and service jobs in the City and fewer industrial and manufacturing positions. In addition, the project will analyze the role housing should play in the project area, while still preserving the jobs and commercial tax base.

Newton has the second lowest combined commercial and industrial property values as a share of total real property value compared to the seven neighboring municipalities. Lagging commercial development relative to residential indicates that the city's residents may bear an increasing share of the property tax burden into the future. In order to proactively plan for the future, the California Street Manufacturing District Zoning Study will research, analyze, and recommend various zoning strategies to encourage the growth of the commercial tax base.

Regional market forces continue to drive substantial redevelopment in a commercial and industrial corridor that flanks the Charles River at the nexus of Newton, Watertown, and Waltham. The goal of the study is to determine the best zoning approach for a particularly vulnerable district in the City of Newton that straddles California Street and extends north to the river. The study area is a twelve minute walk to Watertown Square and near Arsenal Yards and the Watertown Mall, an area that is experiencing a transformation fueled by a boom in multi-family residential and life science lab development. In addition to better orchestrating the change that is likely to come and creating the conditions for appropriately-scaled housing, the City wants to make sure that some of the study area is preserved for 21st century commercial and industrial purposes, including light manufacturing and flexible spaces for creative economy businesses that might need space for prototyping and other project-based work.

In addition to orchestrating an appropriate mix of uses and shaping building form, new zoning tied to a master plan can clarify the contributions that individual development projects can make to the public realm, through the coordination of public access routes through private property and associated streetscape improvement projects. Key to the future of the study area are improved connections from California Street and points south to the Charles River Greenway. Currently, the only access is provided via an unnamed right-of-way that begins on the Watertown side of the municipal boundary and snakes around 149 California Street, a concrete block building set far back from the California Street frontage.

There are several opportunities for improved north-south pedestrian and bicycle connectivity since both Allison Street and Los Angeles Street, dead-end streets that terminate at California Street to the north, connect directly to Stearns Park. This large and well-maintained City of Newton park includes both passive areas and a playground, basketball court, tennis courts, and a Little League/softball field.

One goal of the study is to determine one or more family-friendly connections between Stearns Park and the Greenway. This public realm framework will help inform some of the specific contours of the zoning recommendations, including prescriptions for ground floor and upper floor uses and the appropriate scale and configuration of future buildings.

Scope of Work

Task 1: Existing Documentation

Generate of digital base documentation of the existing study area. The files will be used to create a wide range of analytical drawings and future development scenarios.

1. Generate a digital plan of the existing study area. The plan layers will include building footprints, parcel boundaries, streets and sidewalks, parking areas, open spaces, and the Charles River Greenway, including access points.
2. Generate a three-dimensional model of the existing study area. The model will include the basic building forms. The recently approved 40B Riverdale project should be included. The ground plan of the model will include all of the information included in the digital plan.
3. Coordinate existing digital documentation with City staff.

Task 2: Analytical Spatial Diagrams

Generate a series of analytical map diagrams, constructed using the map layer information above, will help uncover latent opportunities for the study area. The diagrams will include:

1. Existing zoning
2. Parcel ownership, distinguishing between private, public, and non-profit entities
3. Parcel sizes, color-coded to distinguish between small difficult-to-develop parcels and larger developable properties
4. Building age, with a graphic key that highlights buildings built before and after certain time periods
5. Building frontages (versus backs and sides)
6. Public right-of-ways (ROWs) and easements
7. Floodplain boundaries and buffer zones
8. In consultation with City staff, generate a "soft sites" map that are vulnerable to near-term redevelopment because of the parcel size, density (FAR) and condition of the building(s) on the property, and/or existing use

The Consultant will be expected to put together materials necessary to publicize and run one event and provide summaries of feedback obtained. Overall, the public participation program should be understandable to a lay audience, engaging, and fun.

Task 3: Market Analysis and Research

In collaboration with an economic development consultant (if needed), do a market analysis to determine emerging creative economy, light industrial, and R&D market sectors that might be appropriate for the scale and location of the district. In addition, emerging sectors should include information technology (including security), life science, health services, and educational services. This work will include researching national trends in creative economy businesses and boutique manufacturing and the kinds of spaces and buildings that are best suited for them. Other analysis may include:

1. A formal SWOT analysis of the study area focusing on key opportunities and threats associated with its advantages and disadvantages for a new zoning framework. This process should begin with the work completed in the January 2019 Economic Development Action Plan prepared by Camoin Associates.
2. A cluster analysis – identifying market clusters for which the study area is highly competitive now or can be in the future
3. A list of implementable strategies for growing the economic base based on the above analyses.

The Consultant will be expected to put together materials necessary to publicize and run one event and provide summaries of feedback obtained. Overall, the public participation program should be understandable to a lay audience, engaging, and fun.

Task 4: Redevelopment Scenarios

Generate four initial development scenarios in plan and three-dimensions and supported by additional diagrams. The scenarios will be shown in the context of existing residential properties and open spaces and will explore different ways of structuring the public realm, especially north of California Street. Depending on the development density of the scenario and the size of potential redevelopment sites, a mix of residential, light industrial/boutique manufacturing, creative economy commercial, and R&D uses will be explored. The scenarios in the tasks below are anticipated. In addition to visualization, each scenario will include development program and capital project data, including the gross floor area of different uses, parking ratios and counts, linear feet of new and improved streets, etc.

1. An as-of-right development scenarios that follows existing zoning
2. A low-density development scenario that improves on the urbanism of the as-of-right scenario and includes a broader mix of uses
3. A medium-density development scenario that explores variations of the urban realm approach explored in #2 above
4. A high-density development scenario that explores variations of the urban realm approach explored in #2 and #3 above

The Consultant will be expected to put together materials necessary to publicize and run one event and provide summaries of feedback obtained. Overall, the public participation program should be understandable to a lay audience, engaging, and fun.

Task 5: Preferred Redevelopment Scenario

Based on City staff and community feedback, the consultant will develop a preferred scenario that can serve as the basis for draft zoning regulations. This scenario will be depicted with the same level of information and kinds of drawings as the scenarios in Task 4 above. To visualize this the consultant will generate three eye-level renderings will be created that capture the scale and character of specific aspects of the proposed redevelopment plan.

The Consultant will be expected to put together materials necessary to publicize and run one event and provide summaries of feedback obtained. Overall, the public participation program should be understandable to a lay audience, engaging, and fun.

Task 6: Draft Zoning Regulations

The consultant will develop a set of draft zoning regulations that could include, but not limited to, amendments to the current manufacturing zoning districts, a new zoning district, and an overlay zone. The work will consist of:

1. Generate the draft zoning for the study area. The zoning may reference the overall zoning template created during the 2018 zoning rewrite effort but may deviate from it if it is determined that a different framework is more appropriate.
2. “Stress-test” the draft code by developing alternative development test-fits on specific parcels. This analysis will help ensure that the code balances predictability of outcomes with some flexibility. Stress tests will also ensure that the draft code does not include any unintended loopholes that may allow for inappropriate building configurations or uses.
3. Revise the draft code as a result of the stress-test development test-fits.
4. The draft code should include, but not limited to, dimensional standards, design guidelines, and use classifications for modern manufacturing and commercial zoning districts.

In addition, the consultant will be required to present a summary of the process, findings, and recommendations to a joint meeting of the City Council’s Zoning and Planning, Planning Board and Economic Development Commission.

Task 7: Community Engagement

The community engagement tasks have been embedded in tasks 2-6 above and task 8 below.

Task 8: Draft and Final Report

After all community engagement events have been held, the consultant will finalize and package the zoning recommendations and other elements generated during the tasks above in a draft report that can be posted on the City’s website for public comments. After the comment period ends, the consultant will meet with City staff to review the public comments and make decisions about the revisions that may be necessary to the zoning recommendations and supporting graphics.

To close out the project, the consultant will provide digital/electronic copies of all new data bases, studies and documents prepared in relation to this project. All material shall be provided in a professional standard work-processing program in format consistent with the City of Newton’s current software.

Timeline

Although the study area is relatively small, given the robust engagement proposed, the expected duration for this project is 12 months. Notable dates and milestones will be anchored by the four proposed public meetings outlined above in the scope of work. All work must be completed no later than June 2023.

V. MINIMUM CRITERIA

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

1. The project team combined shall have the following: (1) a Master’s degree in Planning, Architecture, or a closely related field; (2) a land use economist; and (3) five years of professional experience in planning and zoning.
2. Resumes are provided for all project personnel including those listed above.

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

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

VI. COMPARATIVE CRITERIA

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

The Evaluation Committee will assign ratings of Highly Advantageous (HA); Advantageous (A); or Not Advantageous (NA) 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.

Criteria are listed in order of priority.

The Comparative Criteria are as follows:

1. **Quality and Depth of Project Experience:**

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

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

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

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

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

2. Qualifications of the Proposer:

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

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

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

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

4. References (3)

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

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

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

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

Unresponsive: Proposal lacks references.

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

VII. CONSULTANT’S 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.

Proposers shall use “**ATTACHMENT A**” to this RFP #22-96 in submitting this price proposal. Please remember to submit your price proposal in a separately sealed marked envelope. Any Technical proposal with prices included will be deemed unresponsive.

VIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

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

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

IX. RULE FOR AWARD

- 1. The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration price and the evaluation criteria set forth in the RFP.

2. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent most advantageous responsive and responsible offeror.

ATTACHMENT A

PRICE PROPOSAL

This form must be completed and placed, within your price proposal and ensure your envelope is marked:

**“PRICE PROPOSAL: RFP #22-96 CALIFORNIA STREET MANUFACTURING DISTRICT ZONING STUDY
CONSULTANT SERVICES**

A. The undersigned proposes to furnish all supplies accordance with the Project Manual prepared by the City entitled:
**RFP #22-96 CALIFORNIA STREET MANUFACTURING DISTRICT ZONING STUDY CONSULTANT
SERVICES**

B. This bid includes addenda number(s) _____, _____, _____, _____,

C. The total contract price(s) for the services described in RFP #22-96 is as follows:

_____ and _____
(Written Word) (Numerical)

D. Hourly Rate* for services requested by the City that are not included in the RFP Scope of Services:

_____ /HR and _____ /HR
(Written Word) (Numerical)

*Rates used for work outside the scope of work included in this project manual. The Consultant is being asked to provide an hourly rate for possible work not covered in the Project Manual. Such hourly rate is not part of the Total Bid calculation.

COMPANY NAME _____

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days

Prompt Payment Discount _____% _____ Days

Prompt Payment Discount _____% _____ Days

F. The undersigned agrees that, if selected as Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Proposer)
BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)
_____/_____
(Telephone) (FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

ATTACHMENT B

TECHNICAL PROPOSAL COVER SHEET

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

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

Additional Technical Proposal Submission Documents.

- Year-end financial statements for the past three completed fiscal years for the Consultant
- 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)
- Certification of Tax Compliance (Attachment E)
- Certificate of Foreign Corporation, if applicable (Attachment F)
- Debarment Letter (Attachment G)
- IRS Form W-9 (Attachment H)
- Business Category Information Form (Attachment I)

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

ATTACHMENT C

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

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

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

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

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

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

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

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

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

PROJECT NAME: _____
OWNER: _____

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ATTACHMENT D

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual)

Name of Business

ATTACHMENT E

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Consultant certifies under the penalties of perjury that the Consultant 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 Consultant 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 Consultants, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

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

ATTACHMENT F

CERTIFICATE OF FOREIGN CORPORATION

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

(Jurisdiction)

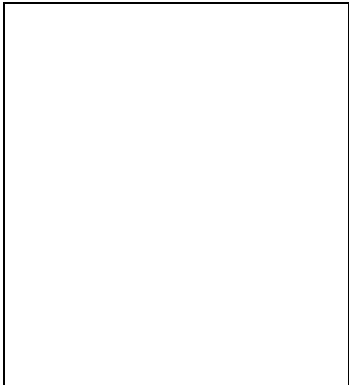
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT G

DEBARMENT LETTER

City of Newton



Mayor
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.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

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

ATTACHMENT H

W-9

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ X Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
	Social security number
or	
	Employer identification number
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	

Part II Certification	
Under penalties of perjury, I certify that:	
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 I

Business Category Information Form*

IFB No. 22-96

RFP California Street Manufacturing District Zoning Study Consultant Services

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:

ATTACHMENT J

CONTRACT FORMS

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made as of this _____ day of _____, 2022, is entered into by and between _____, hereinafter referred to as the “Consultant”, and the City of Newton, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Director of the Department of Planning and Development, but without personal liability to him, with an address at 1000 Commonwealth Avenue, Newton, Massachusetts, hereinafter referred to as the “City”.

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

1. Employment of Consultant

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

2. Scope of Services and Standard of Care

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

3. Duration

- (a) This Agreement shall remain in full force and effect from the date of final execution by the City to _____.
- (b) Provided that the Consultant is not then in default of this Agreement, at the option of the City, the term of this Agreement may be extended for two (2) additional one (1) year terms. The City may exercise such option by giving written notice of its desire to extend this Agreement to Consultant within thirty (30) days prior to the expiration of the then current Agreement term.

- (c) Time schedules for specific “on call projects” will be found in the Professional Services Work Authorization Form, a template for which is attached hereto as Schedule E, for each specific project.
- (d) The Consultant shall complete the work set forth in Schedule A, Scope of Services in an expeditious manner subject to reasonable and fair review and approval by the City. The Consultant shall endeavor to perform the required work in advance of the schedule.

4. Personnel

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

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

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

6. Compensation and Method of Payment

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

7. Reimbursable Expenses

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

8. Termination of Agreement for Cause

If for any cause, the Consultant fails to fulfill in a timely manner its obligations under this Agreement, or if the Consultant shall violate any of the terms of this Agreement, the City shall thereupon have the right to terminate this Agreement, by giving written notice to the Consultant of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and other material prepared by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just equitable compensation for any satisfactory work completed on such documents and other materials. Any reuse of such documents by the City without written verification or project-specific adaptation by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant.

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

9. Termination for Convenience of City

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

10. Changes

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

11. Incorporation of Non-Discrimination Laws and Regulations

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

12. Assignability

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

13. Interest of Consultant

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

14. Findings Confidential

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

15. Certifications

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

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

16. Compliance with Applicable Laws

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

17. Sustainability

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

18. Multiple Counterparts

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

ACCEPTED FOR:

CITY OF NEWTON, MASSACHUSETTS

CONSULTANT

By: _____
Barney S. Heath
Director of Planning and Development

By: _____

Name: _____

Its: _____

Date: _____

Date: _____

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

Comptroller of Accounts

Date: _____

APPROVED AS TO LEGAL FORM AND CHARACTER:

By: _____
Assistant City Solicitor

Date: _____

CONTRACT APPROVED

Mayor or her designee

Date: _____

SCHEDULE A

Section I. Basic Services

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

1. Peer review of transportation studies
2. Transportation impact analysis
3. Multi-modal transportation analysis / design alternative developments
 - a. Street layout design
 - b. Bike infrastructure design
 - c. Transit service planning
4. Parking demand management recommendations
5. Transportation demand management recommendations
6. Tactical urbanism demonstrations
7. Presentation of transportation analysis

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

SCHEDULE B

Compensation and Method of Payment

Section I. Method of Determining Compensation

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

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

Section II. Billing Rates

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

Section III. Payment Schedule

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

Section IV. Reimbursable Expenses

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

Section V. Payment

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

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

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

SCHEDULE C

GENERAL REQUIREMENTS

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

ARTICLE 1. RESPONSIBILITIES OF THE CITY

1.1 Information to be provided to the Consultant.

1.1.1 The City shall furnish upon the Consultant's request all information in its possession necessary to the performance of the services required under this Agreement. It shall make and communicate to the Consultant as promptly **as possible its instructions and decisions.**

1.2 Action by the City

1.2.1 No written communication, notification, directive, approval, consent, or acceptance by the City shall in any way relieve the Consultant from his/her professional responsibilities.

1.2.2 The City shall render all approvals required by this Agreement in writing to the Consultant, or it shall notify the Consultant in writing why such approvals are being withheld.

1.3 Waivers

1.3.1 The City shall render any modification or any waiver of any term or condition or breach of this Agreement in writing. Such waivers shall not waive any other term or condition or breach thereof.

ARTICLE 2. RESPONSIBILITIES OF THE CONSULTANT

2.1 Scope

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

2.2 Assignability

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

2.3 Professional Insurance and Liability Insurance

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

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

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

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

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

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

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

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

2.4 Employment of Consultants

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

2.5 Meetings

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

2.6 Time and Order of Services

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

2.7 Submissions

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

2.8 Revisions

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

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

2.9 Substantial Changes

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

2.10 Consultant's Code Compliance

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

ARTICLE 3. TERMS

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

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

3.2 Enumerations

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

ARTICLE 4. DOCUMENTS

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

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

ARTICLE 5. NOTICES

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

SCHEDULE D

RANGE OF HOURLY BILLING RATES

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

SCHEDULE E

PROFESSIONAL SERVICES WORK AUTHORIZATION FORM

Control Number _____ Date _____

Time _____

Building Street Address _____

Contact Person _____

Proposed Budget _____ Budget Code _____

Compensation: _____

Fee Type

() Lump Sum _____ Reimbursable Expenses Authorized _____

() Time and Materials Not to Exceed _____

SCOPE OF WORK:

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

Fee _____

Project Completion Date _____ Signature (Consultant) _____

=====

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

Number _____

Signature _____ Date _____

SCHEDULE F

CERTIFICATE OF AUTHORITY – BUSINESS CORPORATIONS

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

_____ corporation; and that
(insert *name of corporation*)

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

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

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

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

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

be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

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

ATTEST: _____
(Signature of Clerk or Secretary)

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

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

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

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