

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR THE PLANNING DEPARTMENT***

**REQUEST FOR PROPOSAL:**

**Urban Design, On-Call Consultant Support**

***RFP #22-99***

**Proposal Opening Date: June 23, 2022 at 10:30 a.m.**

**June 2022**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSALS #22-99**

The City of Newton (City) invites sealed proposals in accordance with M.G.L. c. 30B, §6 for:

**URBAN DESIGN, ON-CALL CONSULTANT SUPPORT**

Proposals will be received until: **June 23, 2022 at 10:30 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](http://www.newtonma.gov/bids) .

Contract Documents will be available on line at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., June 2, 2022.**

There will be no charge for contract documents.

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

The term of the contract **shall extend for one year from the date of execution** and renewable for two, one-year extensions. The renewal period will be subject to approval at the City's discretion. All proposals are subject to the provisions of M.G.L. c.30B, §6.

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

All City bids are available on the City's web site at [www.newtonma.gov/bids](http://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](mailto: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](mailto: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 PROPOSAL #22-99**

**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, 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 development of policy proposals 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 urban design and 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 is seeking to procure consultants to provide on-call urban design development review and other design services to assist the City in reviewing large-scale development applications and long-range policy efforts under the management of the Department of Planning and Development.

**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](mailto: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 #22-99 - Urban Design, On-Call Consultant Support”

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. 14, 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 #22-99 - Urban Design, On-Call Consultant Support”

along with your company name on the front of the envelope. The Price Proposal shall be submitted on **Attachment A** Price Proposal (p. 13, 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 10:30 a.m.. Faxed proposals **will not** be accepted.

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

RFP Documents will be available for pickup at the Purchasing Department and online at the City’s website: [www.newtonma.gov/bids](http://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.

- 4. Addenda.** Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company’s: name, address, phone and fax number and include the RFP NUMBER (#22-99), if you would like to be recorded as taking out. It is the Consultant’s sole responsibility to ensure that they have received all addenda’s prior to the RFP submittal date.
- 5. Acceptance of Proposal Content.** The successful proposal shall become incorporated into the final contract documents.
- 6. Contract and Term.** The term of the contract shall extend for one (1) year from the date of execution and renewable at the discretion of the City for two (2) additional terms of one year each. The renewal period will be subject to the City’s approval of such.
- 7. 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:

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

General aggregate	\$5,000,000
Products - completed operation aggregate	\$2,000,000
Personal and advertising - injury	\$2,000,000
Each occurrence	\$1,000,000
Fire damage	\$100,000
Medical expense	\$5,000

VEHICLE LIABILITY

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

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

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

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

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

10. **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.
11. **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.
12. **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.
13. **Assignment.** Consultant shall not assign or subcontract any portion of the operation without prior written approval from the City.
14. **Independent Consultant.** Consultant and its employees will operate as an independent Consultant and are not considered to be City employees.

#### **IV. SCOPE OF WORK: PLANNING AND DEVELOPMENT DEPARTMENT DEVELOPMENT PROJECT REVIEW, ON-CALL CONSULTANT SUPPORT**

The City of Newton is seeking to procure consultants to provide on-call urban design development review and related services to assist the City in reviewing large-scale development applications and long-range policy efforts under the management of the Department of Planning and Development.

##### Project Context

A city of nearly 90,000 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. The City also represents an ideal mixture of good community design with a number of historic, walkable, and transit-oriented village centers, attractive neighborhoods, and beautiful parks. 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 and a commensurate increase in traffic and related growth issues. The City is anticipating urban design needs over the next three years including: peer review of development proposals, peer review of Riverside and Northland compliance with design guidelines, zoning ordinance updates, and development of design standards/guidelines.

In order to adequately manage and review these applications, the City is seeking urban design consultants to provide peer review and long range planning related services. Planning Department staff will serve as the project manager of this work.

For each project review, a team of peer review consultants will be selected; together these teams will be tasked with answering the questions the City Council and/or the Zoning Board of Appeals, as well as the community, need answered in order to understand the proposed project and its potential costs and benefits for the City. As each project is different, the team selected may also be different. Consultants participating in these teams will focus on their area of expertise as a member of the team.

A typical peer review project will include the following steps:

1. Review of developer-submitted plans and designs.
2. Review and apply City of Newton adopted policies and regulations.
3. Review the developer-submitted design guidelines.
4. Attend One to six community meetings. These could include the following types of meetings:
  - a. Community Visioning
  - b. Public Design Review
  - c. Presentation of Findings
5. Draft and final report compilation
6. Attend up to two meetings of the Urban Design Commission.
7. Deliver one or more presentations to the Land Use Committee of City Council or the ZBA

For long-range planning efforts, including zoning amendments and the creation of design standards and guidelines, City staff will work with the consultant to develop a detailed scope of work in advance of each effort. Typical efforts will include coordination meetings with City staff, policy proposals, graphic illustrations, and presentations to the Zoning and Planning Committee of City Council.

##### Areas of Expertise

In order to complete these development review projects, the City is seeking consultants with expertise in one or more of the following areas:

1. Urban Planning / Urban & Architectural Design / Master Planning & Design Guidelines

##### Services and Deliverables

Consultants demonstrating experience in one or more of the Areas of Expertise may be expected to provide one or more of the following services or deliverables:

1. Design Guidelines
2. Historic Preservation Strategies
3. Design Review
4. Develop/Illustrate Alternative Designs
5. Public Workshop Facilitation
6. Develop Communications Materials on Design and/or Zoning Topics (written and graphic materials)
7. Zoning Policy Proposals
8. Zoning Ordinance Illustrations

## Project Scope

- A. Participate in staff discussions to review a given development review petition.
- B. Participate in public meetings or other activities or planning exercises associated with a development review petition.
- C. Contribute information, data, drawings and graphics to supplement meetings and contribute to the final development review report and presentation. Assist staff with preparation of said report(s) and presentation(s), providing draft sections or graphics as necessary. Final versions will be delivered in high-quality electronic format.
- D. Present the final peer-review report to the Land Use Committee of the City Council or to Zoning Board of Appeals.

The selected consultant may also be asked to assist staff with design related tasks associated with Planning Department led projects such as Zoning Redesign. In such a role, the selected consultant will have the same areas of expertise and will be asked to provide similar services and deliverables as outlined above.

## Sub-Consultants and Multiple Consultants

Qualification submissions in response to this RFP may include multiple members of individual firms and sub-consultants, however the City reserves the right to utilize the services of individual members of a firm or sub-consultant as needed. The City may award multiple contracts and will seek to ensure that the full scope of development review and related services required will be provided by the set of approved respondents. Applicants awarded contracts will be used on an as-needed basis to supplement and support City staff, working together as a specialized “Project Review Team” customized specifically to each development project review. The make-up of each “Project Review Team” may be different in each development review conducted.

## **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 proposal includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Please list the complete range of titles and fee/rate proposals for all primary and sub-consultants included as part of the corresponding technical/qualifications proposal. The list of titles and corresponding price per unit may be expanded by attaching a separate list to this form. At least one pricing option (i.e., hourly rate, daily rate, or per deliverable rate), as appropriate for the service you propose to offer, must be filled out on this form.

Title: \_\_\_\_\_ Hourly Rate: \$ \_\_\_\_\_  
Daily Rate: \$ \_\_\_\_\_  
Deliverables (list by type)  
( ): \$ \_\_\_\_\_ /unit  
( ): \$ \_\_\_\_\_ /unit

Title: \_\_\_\_\_ Hourly Rate: \$ \_\_\_\_\_  
Daily Rate: \$ \_\_\_\_\_  
Deliverables (list by type)  
( ): \$ \_\_\_\_\_ /unit  
( ): \$ \_\_\_\_\_ /unit

Title: \_\_\_\_\_ Hourly Rate: \$ \_\_\_\_\_  
Daily Rate: \$ \_\_\_\_\_  
Deliverables (list by type)  
( ): \$ \_\_\_\_\_ /unit  
( ): \$ \_\_\_\_\_ /unit

COMPANY NAME \_\_\_\_\_

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)

COMPANY NAME \_\_\_\_\_

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.

**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**

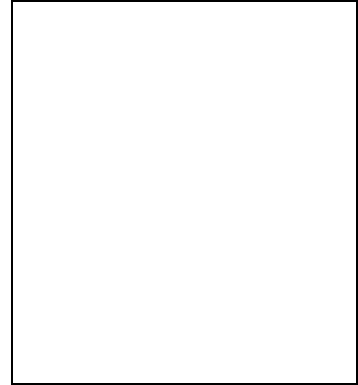
---

**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*



ATTACHMENT G

**DEBARMENT LETTER**

City of Newton



Mayor  
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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

(Name)  
(Company)  
(Address)  
(Address)

Signature

Date

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

**ATTACHMENT H**

**IRS FORM W-9**

<b>Print or type See Specific Instructions on page 2.</b>	<b>Form W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give form to the requester. Do not send to the IRS.</b>
	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 checked="" type="checkbox"/> 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 *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.

<b>Social security number</b>	
.....	
<b>or</b>	
<b>Employer identification number</b>	
.....	

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

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

**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

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

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

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

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

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

**ATTACHMENT I**

**Business Category Information Form\***

IFB No. 22-99

Urban Design, On-Call Consultant Support

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

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

I do not wish to complete this form.

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

I certify that the foregoing information is true and correct.

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## CONTRACT FORMS

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

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

### AGREEMENT FOR PROFESSIONAL SERVICES

The Agreement made as of \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as the “Consultant” and the City of Newton, 1000 Commonwealth Avenue, Newton, Massachusetts, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Director of the Department of Planning and Development, but without personal liability to him, hereinafter referred to as the “City”.

WITNESSETH THAT:

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

NOW, THEREFORE, the parties do mutually agree as stated within the General Provisions and attachments following to wit:

#### \*\*GENERAL PROVISIONS\*\*

1. Employment of Consultant

The City agrees to engage the services of the Consultant and the Consultant agrees to perform services as set forth in Schedule A, Scope of Services for the compensation as stated within Schedule B, Compensation and Method of Payment both of which schedules are attached hereto and made part hereof, subject to compliance by the Consultant 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 attached hereto and made a part hereof. 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 the consultants or subconsultants.

3. Duration

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

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

It is agreed that 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 his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, by giving written notice to the 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, and reports or other material prepared by the Consultant under this Agreement shall, at the option of the City, become its 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 as specifying the effective date of such termination. Such notice shall be given not less than (5) days prior to the effective date of termination. In event of termination for convenience, all finished or unfinished documents and other materials as described in Paragraph 8, above, shall, at the option of the City, become its property. If the Agreement is terminated for the convenience of the City, the Consultant shall be entitled to payment for services completed. Such compensation set forth in the Work Authorization Form shall be reflective of the percentage of work completed thereunder, 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

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

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.

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	Work Program and Schedule
Schedule D	General Requirements
Schedule E	Certificate of Authority
Schedule F	Hourly Rates
Schedule G	Professional Services Work Authorization Form

THE REST OF THE PAGE IS LEFT INTENTIONALLY BLANK

SIGNATORIES

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

CONSULTANT

CITY OF NEWTON

\_\_\_\_\_

\_\_\_\_\_  
Director, Department of Planning & Development

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

Approved as to legal form and character

\_\_\_\_\_  
Assistant City Solicitor

\_\_\_\_\_  
Comptroller of Accounts

CONTRACT APPROVED

\_\_\_\_\_  
Mayor or her designee

## 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:

- a) Review the site design with attention to building location, size, height, massing, and relationship to or with other nearby buildings, and pedestrian scale.
- b) Work to develop Design Guidelines to establish building hierarchies, rhythm, and organization.

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

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**

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

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

Range in Cost Per Hour

*Refer to Schedule G*

**Professionals**

Other In-House Staff

#### **Section III. Payment Schedule**

Payments shall be based on times and materials with payments 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 projects as well as the appropriate documentation for reimbursable expenses.

## SCHEDULE C

### **WORK PROGRAM AND SCHEDULE**

- I. The Agreement shall take effect as of the date of execution and shall terminate at the end of calendar year 2018, with an option of two additional (1) year renewals, should the City of Newton wish to pick up the option.
- II. The Consultant shall complete the work set for the in Schedule A, Scope of Services, in an expeditious manner subject to expeditious reviews and approvals by the City. Where possible, the Consultant shall endeavor to perform the required work in advance of the schedule.
- III. Time schedule for specific “on call” Projects will be found in the Letter of Authorization for each specific Project.

## SCHEDULE D

### GENERAL REQUIREMENTS

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

#### ARTICLE 1. RESPONSIBILITIES OF THE CITY

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

#### ARTICLE 2. RESPONSIBILITIES OF THE CONSULTANT

- 2.1 Scope
  - 2.1.1 The Consultant shall be responsible for the professional adequacy, technical accuracy and coordination of all 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 his 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 equal to ten percent (10%) of the construction cost of each project authorized under this Agreement and, in any event, not less than \$250,000.

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 Public Buildings Commissioner, 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.

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.

**SCHEDULE E**

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.

**SCHEDULE F**

**RANGE OF HOURLY BILLING RATES**

Principal \_\_\_\_\_  
Senior Management \_\_\_\_\_  
Project and Department Manager \_\_\_\_\_  
Others \_\_\_\_\_

**SCHEDULE G**

**PROFESSIONAL SERVICES WORK AUTHORIZATION FORM**

\_\_\_\_\_ Control Number \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Time \_\_\_\_\_

\_\_\_\_\_ Building Street Address \_\_\_\_\_

\_\_\_\_\_ Contact Person \_\_\_\_\_

\_\_\_\_\_ Proposed Budget \_\_\_\_\_ Budget Code \_\_\_\_\_

===== Compensation: =====

Fee Type

Lump Sum \_\_\_\_\_  
Reimbursable Expenses Authorized \_\_\_\_\_

Time and Materials Not to Exceed \_\_\_\_\_

===== SCOPE OF WORK: =====

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Complete Date of Construction \_\_\_\_\_

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 \_\_\_\_\_