

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PUBLIC BUILDINGS

**REQUEST FOR QUALIFICATIONS:
ON CALL ENVIRONMENTAL ENGINEERING
AND RELATED SERVICES**

RFQ #23-50

Submittal Date: December 8, 2022 at 10:30 a.m.

**NOVEMBER 2022
Ruthanne Fuller, Mayor**

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS #23-50

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

ON CALL ENVIRONMENTAL ENGINEERING AND RELATED SERVICES

Environmental engineering services shall include but not be limited to site investigations and remediation services for the City of Newton Buildings Department.

SOQs will be received until: **10:30 a.m., Thursday, December 8, 2022** at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for submission, the City shall prepare and publish a list of all SOQs submitted. Documents associated with this RFQ (Contract Documents) will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., November 17, 2022.**

Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids . Proposers must email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #23-50) they have downloaded.

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

All SOQs shall be submitted as (i) ten (10) hard copies and (ii) two electronic copies in PDF format on CD or thumbdrive.

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

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids. It is the sole responsibility of Proposers downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you must email the Purchasing Department (purchasing@newtonma.gov) the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #23-50) has been downloaded.

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

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
November 17, 2022

REQUEST FOR QUALIFICATIONS FOR ENVIRONMENTAL ENGINEERING & RELATED SERVICES

Enclosed please find the information package which includes **Attachment A** Commonwealth of Massachusetts Designer Selection Board (DSB) Standard Designer Application Form For Municipalities and Public Agencies Not Within DSB Jurisdiction (7/16)(“Application”), and a draft contract (**Attachment B**) which sets forth the scope of services desired by the City of Newton Public Buildings Department in conjunction with “on call” environmental engineering and related services (referred to herein collectively as the “Services”).

Your SOQ should be submitted on the Application provided. Concise, succinct proposals would be appreciated. Please submit only that information which you feel pertinent to the work for which you are applying that will assist in the environmental engineer consultant (EEC) selection.

Notwithstanding any provision to the contrary, for Item 6 of the Application please submit two (2) firms for each of the Disciplines selected in Item 4. The City reserves the right to approve the submitted teams as proposed.

The services sought are not subject to the Designer Selection Law, M.G.L. c. 7C, §§44-58, as they are on call, i.e., provided as needed, and do not relate to an identified public construction project. Such services are also exempt from the Massachusetts Procurement Act. M.G.L. c. 30B, §1(b)(32A). The City wishes to select EECs on the basis of fair and open competition, so it is following (but is not intended to be bound by) the provisions of M.G.L. c. 149, §44A½. The selection will be governed by City ordinance, Newton City Ordinances §§5-35 through 5-37, copies of which are attached as **Attachment C**. It is the City of Newton’s intent to award to multiple qualified firms.

The City and the selected firm(s) shall negotiate fees on a project by project basis at the time project services are requested.

EECs interested in being considered for approval should submit 10 copies of the completed Application, and one completed and signed copy of each of the following attached documents: Bidder’s Qualifications and References Form (2 pages); Certificate of Non-Collusion (1 page); Certification of Tax Compliance (1 page); Certificate of Foreign Corporation (if applicable, 1 page); Debarment Letter (1 page); IRS Form W-9 (1 page), and Business Category Information Form (1 page) **no later than 10:30 a.m. on December 8, 2022 to:**

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

Immediately following the deadline for SOQs a list will be created of all proposers’ names received and will be posted to the City’s website: www.newtonma.gov/bids.

Questions may be directed to the City of Newton Purchasing Department at: purchasing@newtonma.gov until **Friday, December 2, 2022 at 12:00 p.m. (noon)**.

ENVIRONMENTAL ENGINEERING PROFESSIONAL SERVICES PROJECT INFORMATION PACKAGE

Statement of Objectives

The City of Newton through its Designer Selection Committee is currently seeking expressions of interest from individuals and firms for professional services for the following work funded through the City's Public Buildings Department.

It is the City's intent to award this contract to an EEC firm to be provided as needed, and not relating to an identified public construction project, i.e., "on-call." Range of services to include but not be limited to schematic, contract drawings and documents, bidding, inspections, and construction administration for the following types of proposed projects:

1. Asbestos Hazard Emergency Response Act, 15 U.S.C. §§2641-2656 (AHERA) Inspections & Updates

Services will be focused on the completion of three year AHERA Re-inspections Report at ALL City of Newton school facilities and subsequent 6 month updates. All inspections and reports to be in accordance with the latest Massachusetts, Environmental Protection Agency (EPA) and AHERA rules, regulations and regulatory compliance reporting

2. Asbestos Abatement Air Samples, Wipe Samples and Visual Inspections.

Services will be focused on overseeing the abatement process in ALL City of Newton Municipal and School Facilities during the abatement and subsequent clean-up process in accordance with the latest Massachusetts, EPA and AHERA Rules, regulations and regulatory compliance reporting.

3. Water Sampling at ALL City of Newton Municipal and School Facilities

Regulatory compliance and Annual sampling for various compounds, metals, bacteria as requested, i.e. Pb, copper, E coli, etc.

4. Other locations site investigations, remediation services and services as required.

Conduct air, soil, wipe & water testing/sampling to determine if any contamination is present, i.e., Pb, arsenic, PCB's.

Evaluate & determine the proper course of action at any City of Newton owned property to comply with the latest Massachusetts, EPA and AHERA rules, regulations and regulatory compliance reporting.

Evaluate human & environmental risk at any City of Newton owned property to comply with the latest Massachusetts and EPA rules & regulations

Determine clean-up alternatives to reduce contamination levels (as necessary)

Determine and provide cost effective method(s) to close out issue in accordance with the latest Massachusetts, EPA and AHERA rules, regulations and regulatory compliance reporting.

5. Regulatory compliance

Reporting will continue and site reports will be completed as required in accordance with the latest Massachusetts, EPA and AHERA rules & regulations

Disclosure

The Application submitted in response to this RFQ will be considered the property of the City of Newton, and may be utilized as deemed appropriate by the City. Should the proposer desire that certain data within the Application not be utilized for purposes other than as a response to the to this RFQ, such data shall be identified on the cover page of the completed Application. Information submitted in response to this request may become subject to disclosure to the public pursuant to provisions of the Freedom of Information Act (5 U.S.C. 552).

False Representation

Information must be fully accurate and complete. The penalty for making false statements is prescribed in 18 U.S.C. 1001

Minority Outreach

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

Equal Opportunity Requirements

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

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

State Tax Requirements

As required by Chapter 233, Acts of 1983, the successful contractor will be required to certify that all state tax returns have been filed and all state taxes paid. Proposers are advised that submission of a signed Application in response to this RFQ will be deemed to express the proposer's intent to comply with Massachusetts statutes.

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: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual)

Name of Business

CERTIFICATION OF TAX COMPLIANCE**

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

Signature of Individual (Mandatory) *** Contractor's Social Security Number
or Federal Identification Number

Print Name: _____ Date: _____

Corporate Name

By: _____ Date: _____
Corporate Officer
(Mandatory, if applicable)

Print Officer Name: _____

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

CERTIFICATE OF FOREIGN CORPORATION

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

(Jurisdiction)

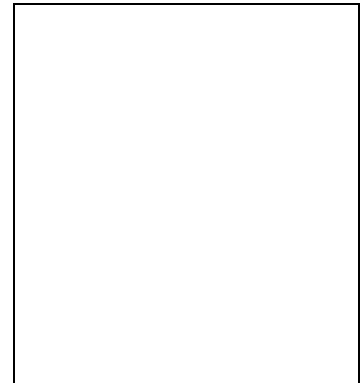
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

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

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

Date

Vendor

Re: Debarment Letter for Invitation For Bid # _____

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.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
See Specific Instructions on page 2.

| | |
|---|---|
| Name (as shown on your income tax return) | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input 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.

| |
|--------------------------------|
| Social security number |
| or |
| Employer identification number |

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Business Category Information Form*

IFB No. 23-50

On Call Environmental Engineering & Related 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:

ATTACHMENTS

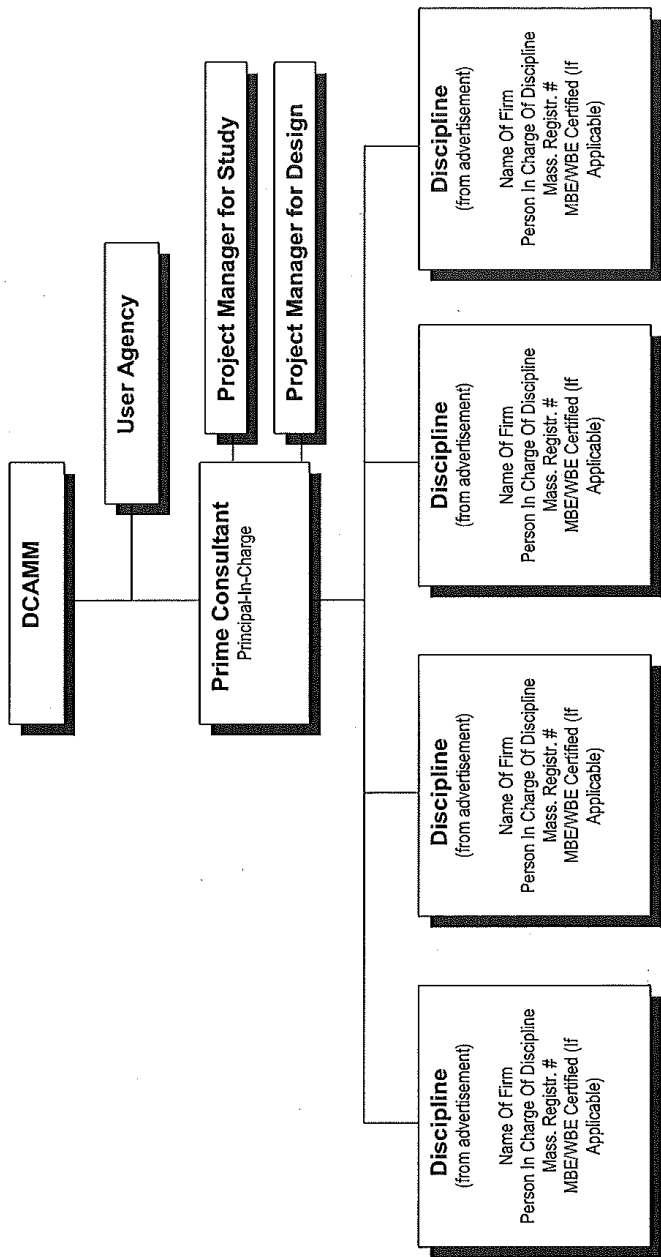
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| Attachment A | Commonwealth of Massachusetts Designer Selection Board Standard Designer Application Form For Municipalities and Public Agencies Not Within DSB Jurisdiction (7/16) |
| Attachment B | Draft Contract |
| Attachment C | Designer Selection Committee Ordinance |

ATTACHMENT A

Commonwealth of Massachusetts Designer Selection Board Standard Designer Application Form For Municipalities and Public Agencies Not Within DSB Jurisdiction (7/16)

6. List ONLY Those Prime and Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm and Name Of The One Person In Charge Of The Discipline. With Mass. Registration Number, As Well As MBE/WBE Status, if Applicable.



Updated July 2016

| | |
|---|--|
| <p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p> | |
| a. Name and Title Within Firm: | |
| b. Project Assignment: | |
| c. Name and Address Of Office In Which Individual Identified In 7a Resides: | <p>MBE <input type="checkbox"/></p> <p>WBE <input type="checkbox"/></p> <p>SDOVBE <input type="checkbox"/></p> <p>VBE <input type="checkbox"/></p> |
| d. Years Experience: With This Firm: _____ With Other Firms: _____ | |
| e. Education: Degree(s) /Year/Specialization | |
| f. Active Registration: Year First Registered/Discipline/Mass Registration Number | |
| g. Current Work Assignments and Availability For This Project: | |
| h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm): | |

Updated July 2016

| 8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The DSB Advertisement (List Up To But Not More Than 5 Projects). | | | | | |
|---|---|--|--|---|--|
| a. Project Name and Location Principal-In-Charge | b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement) | c. Client's Name, Address and Phone Number. Include Name Of Contact Person | d. Completion Date (Actual Or Estimated) | e. Project Cost (In Thousands) | |
| | | | | Construction Costs/Actual, Or Estimated If Not Completed) | Fee For Work For Which Firm Was Responsible. |
| (1) | | | | | |
| (2) | | | | | |
| (3) | | | | | |
| (4) | | | | | |
| (5) | | | | | |

Updated July 2016

| 8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement and They Must Be In The Format Provided. | | | | | | |
|---|---|---|--|--|--|---|
| Sub-Consultant Name: | a. Project Name and Location Principal-In-Charge | b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement) | c. Client's Name, Address and Phone Number (Include Name Of Contact Person) | d. Completion Date (Actual Or Estimated) | e. Project Cost (In Thousands) | |
| | | | | | Construction Costs (Actual, Or Estimated If Not Completed) | Fee for Work for Which Firm Was Responsible |
| (1) | | | | | | |
| (2) | | | | | | |
| (3) | | | | | | |
| (4) | | | | | | |
| (5) | | | | | | |

Updated July 2016

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

| # of Total Projects: | | # of Active Projects: | | Total Construction Cost (In Thousands) of Active Projects (excluding studies): | | |
|-----------------------|--|---|--|--|---|--|
| Role P, C, JV & | Phases St., Sch., D.D., C.D., A.C. * | Project Name, Location and Principal-In-Charge: | Awarding Authority (Include Contact Name and Phone Number) | Construction Costs (In Thousands) (Actual, or Estimated if Not | Completion Date (Actual or Estimated) (R)Renovation or (N)New | |
| | | 1. | | | | |
| | | 2. | | | | |
| | | 3. | | | | |
| | | 4. | | | | |
| | | 5. | | | | |
| | | 6. | | | | |
| | | 7. | | | | |
| | | 8. | | | | |
| | | 9. | | | | |
| | | 10. | | | | |

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

Updated July 2016

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project If Needed. Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE APPLICATION EVALUATION - PROJECT EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be specific – No Boiler Plate

11. Professional Liability Insurance:
 Name of Company _____ Aggregate Amount _____ Policy Number _____ Expiration Date _____

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If **YES**, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

| Name | Title | MA Reg # | Status/Discipline | Name | Title | MA Reg # | Status/Discipline |
|------|-------|----------|-------------------|------|-------|----------|-------------------|
| a. | | | d. | | | | |
| b. | | | e. | | | | |
| c. | | | f. | | | | |

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

| Name | Title | MA Reg # | Status/Discipline | Name | Title | MA Reg # | Status/Discipline |
|------|-------|----------|-------------------|------|-------|----------|-------------------|
| a. | | | d. | | | | |
| b. | | | e. | | | | |
| c. | | | f. | | | | |

15. Names Of All Owners (Stocks Or Other Ownership):

| Name and Title | % Ownership | MA Reg.# | Status/Discipline | Name and Title | % Ownership | MA Reg.# | Status/Discipline |
|----------------|-------------|----------|-------------------|----------------|-------------|----------|-------------------|
| a. | | | d. | | | | |
| b. | | | e. | | | | |
| c. | | | f. | | | | |

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted By (Signature) _____ Printed Name and Title _____ Date _____

The following forms MUST be attached to only ONE (ORIGINAL COPY) application: 1. SDO Certification required for MBE/WBE Firms; 2. Sub-Consultant Acknowledgment.

Updated July 2016

| | |
|-------------|---|
| DSB S-CA | Commonwealth of Massachusetts Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT |
|-------------|---|

Project: _____

Applicant Designer: _____

Sub-consultant: _____

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

Print Name and Title

Date

It is a requirement that all applicants supply this document signed, attached to the Original application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. Electronic signatures are accepted.

Updated July 2016

DSB Sub-Consultant Form

ATTACHMENT B
SAMPLE CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twenty-three by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Building Commissioner, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

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

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's proposal the following item or items:
- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:
- a. This Agreement For Professional Services (Agreement);
 - b. The City's Request for Qualifications #23-50 (RFQ) issued by the Purchasing Department;
 - c. The RFQ for On Call Environmental Engineering & Related Services including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials (collectively referred to herein as the "Project Manual");
 - d. Addenda Number(s) _____;
 - e. The Statement of Qualifications (SOQ) of the Contractor submitted for this Project and accompanying documents and certifications;
 - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Contractor in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this Agreement.

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

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

IV. EMPLOYMENT OF ENVIRONMENTAL ENGINEER. The City agrees to engage the services of the Environmental Engineer and the Environmental Engineer 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 Environmental Engineer with all the terms and conditions set forth within this Agreement.

V. SCOPE OF SERVICES. The Environmental Engineer 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.

VI. 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 as to ensure compliance with said **Schedule C**, and further, to ensure expeditious completion in a manner consistent with the purposes of this Agreement.

VII. PERSONNEL.

(a) The Environmental Engineer 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 Environmental Engineer.

(b) All of the services required hereafter shall be performed by the Environmental Engineer 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 Environmental Engineer from his responsibility for the professional and technical accuracy of the work furnished.

VIII. WAIVER OF WORKMAN'S COMPENSATION AND UNEMPLOYMENT COMPENSATION

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

IX. COMPENSATION AND METHOD OF PAYMENT. The City agrees to pay the Environmental Engineer 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 nor acceptance of, any of the services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance Agreement.

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

XI. TERMINATION OF AGREEMENT FOR CAUSE

If for any cause, the Environmental Engineer fails to fulfill in a timely manner his obligations under this Agreement, or if the Environmental Engineer 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 Environmental Engineer 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 Environmental Engineer under this Agreement shall, at the option of the City, become its property, and the Environmental Engineer shall be entitled to receive just equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Environmental Engineer 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 Environmental Engineer, and the City may withhold any payments to the Environmental Engineer for the purposes of set off until such time as the exact amount of damages due to the City from the Environmental Engineer is determined.

XII. TERMINATE FOR CONVENIENCE OF CITY. The City may terminate this Agreement at any time by giving written notice to the Environmental Engineer 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 Environmental Engineer shall be entitled to payment for services completed. Such compensation set forth in the Work Authorization Form in the form attached as **Schedule D-1** hereto as in reflective of the percentage of work completed thereunder, less payments already made for such services.

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

XV. INCORPORATION OF NON-DISCRIMINATION LAWS AND REGULATIONS. The Environmental Engineer, including all approved consultants and subcontractors, shall and hereby agrees to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of this nature. In particular, the Environmental Engineer 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.

XVI. ASSIGNABILITY. The Environmental Engineer 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.

XVII. INTEREST OF ENVIRONMENTAL ENGINEER. The Environmental Engineer 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 Environmental Engineer further covenants that in the performance of this Agreement, no person having any such interest shall be employed. Conflicts of interest include but are not limited to: (a) family relationships with officials or employees of the City, (b) instances where the Environmental Engineer, during the period covered by the Agreement, was an officer or employee of the City.

XVIII. FINDINGS CONFIDENTIAL. Any reports, information, data, etc., given to or prepared or assembled by the Environmental Engineer under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Environmental Engineer without the prior written approval of the Public Buildings Commissioner.

XIX. COMMISSION PROHIBITED. The Environmental Engineer has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this agreement.

No consultant to or subcontractor for the Environmental Engineer has given, offered or agreed to give any gift, contribution or offer or employment to the Environmental Engineer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of the contract by the Environmental Engineer. No person, corporation or other entity, other than bona fide full-time employee of the Environmental Engineer, has been retained or hired by the ENGINEER in obtaining the Agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Environmental Engineer.

For design contracts which exceed Ten Thousand Dollars (\$10,000) or which pertain to a project whose budgeted or estimated construction costs exceeds One Hundred Thousand Dollars (\$100,000), the Environmental Engineer shall have internal accounting controls as required by section 39R (C) of C.30 of the Massachusetts General Laws and shall file and shall continue to file an audited financial statement as required by subparagraph (d) of section 39R. of C. 30.

XX. COMPLIANCE WITH APPLICABLE LAWS

The Environmental Engineer shall comply with all applicable laws, ordinances, or codes of the State or local government, in performing any of the work embraced by this Agreement.

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 |

THIS SPACE INTENTIONALLY LEFT BLANK

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

CONTRACTOR

CITY OF NEWTON

By _____

Chief Procurement Officer

Print Name _____

Date _____

Title _____

Date _____

By _____
Commissioner of Public Buildings

Date _____

Affix Corporate Seal Here

Approved as to Legal Form and Character

No City funds are authorized until work has
Been assigned and
I further certify that the Mayor, or her
designee, is authorized to execute contracts
and approve change orders.

By _____
Associate City Solicitor

Date _____

By _____
Comptroller of Accounts

CONTRACT & BONDS ARE APPROVED

Date _____

By _____
Mayor or her designee

Date _____

SCHEDULE A

SCOPE OF SERVICES

1. General: Basic Services

The Environmental Engineer shall provide one or more of the following types of services at the direction of the City's Public Buildings Commissioner, within thirty (30) days after notification to proceed:

- Preliminary Designs, Investigations and Reports.
- Preparation or review of working drawings, specifications and other construction and bid documents.
- Construction Phase Services.

The City's Public Buildings Commissioner shall send the Environmental Engineer 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 Environmental Engineer shall sign and return the Professional Services Authorization form within fifteen (15) days of receipt.

Where authorized, the Environmental Engineer shall perform the Basic Services described below:

A. Existing Conditions Analysis and Survey

The Environmental Engineer shall survey and analyze existing conditions and will prepare the following if requested:

- Plans, sections and details
- Structural Analysis (as it relates to the overall safety of the proposed projects)
- Slides, photos, models or building elevations and interiors components.

B. Preliminary Schematic Recommendations

The Environmental Engineer shall prepare for review and approval by the City, whose Agent shall be the Public Buildings Commissioner, assisted by the Design Review Committee, the following:

- a. Preliminary design in schematic form, outlining options for the Project's construction work, to include task list, types of repairs, new work, and related improvements. This shall include drawings and sketches as necessary (see also Work Authorization for details).
- b. Summary report and list of priorities.

- c. Cost estimates associated with options presented with (a) above (all estimates must be done by a certified professional estimating individual or firm).

C. Construction Documents and Final Construction Cost Estimate

Following approval of design by the Public Buildings Commissioner, the Environmental Engineer shall prepare and deliver to the Public Buildings Commissioner thirty (30) sets of contract documents necessary for Public bid of the subject work. Such documents shall include (see Work Authorization for number of documents needed for each phase of the work):

- a. Working drawings for electrical, mechanical, and other branches of work as appropriate.
- b. Complete technical specifications describing materials, workmanship, labor, and performance standards in sufficient detail to permit firm bids.
- c. Complete bidding documents and form, contract terms and conditions, forms of agreement between the Owner and construction contractor, and any special provisions, if appropriate.

In addition, the Environmental Engineer shall provide a final construction cost estimate, and such escalation projections as appropriate. If the bid of the lowest eligible and responsive bidder exceeds the established construction budget, the Environmental Engineer shall, if instructed by the City revise the scope or quality of the Project for the purposes of bringing the cost estimate within this limit. Such revisions shall be made without additional compensation to the Environmental Engineer.

D. Assistant in Bidding and Award of Contract

The Environmental Engineer shall assist the Public Buildings Commissioner as follows:

- a. Prior to bid opening
 - Receive all inquiries relating to bidding documents and answer questions
 - Prepare any bid addenda as required
 - Attend any pre-bid conference, if scheduled

- b. At bid opening and following:
 - Attend bid opening
 - Review and evaluate bids, contractor qualifications, and acceptability (both prime and sub), and make recommendations as to contract award.

E. Construction Administration Phase Services (from initiation to completion)

Following the award of the bid, the Environmental Engineer shall administer the construction agreement, including the following:

- a. Routine construction administration.
- b. Check, approve and process shop drawings.
- c. Furnish the construction contractor with clarification drawings or written interpretations as needed.
- d. Perform on-site visits weekly during construction and prepare field visit reports (minimum of one (1) visit per week).
- e. Notify the City of any work which fails to conform to construction contract documents, including the failure of the construction contractor to maintain the established time schedule and follow with recommendations to remedy the situation.
- f. Obtain from the construction contractor and deliver to the City occupancy permits, guarantees, and other similar items.
- g. Prepare punch list and issue certificate of substantial completion and final completion.
- h. Review applications for payment, verify quantity and quality of work performed by construction contractor and certify requisitions for payment by the City.
- i. Coordinate with the inspectors having jurisdictions over the work performed.
- j. Determine adequacy of work of final acceptance, and upon approval of the City issue Certificate of Completion.
- k. Attend meeting and dispute conferences as necessary and prepare minutes of such meetings.

- l. Perform post construction visit to evaluate final building condition and review guarantees submitted by contractor.

F. Meetings

As part of services required, and subject to the nature of each project, the Environmental Engineer could be required to meet with the Design Review Committee, various City's technical departments and committees, citizen groups, and state or federal agencies, when required.

END OF SECTION

SCHEDULE B

COMPENSATION AND METHOD OF PAYMENT

I. Method of Determining Compensation

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

II. Billing Rates

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

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

Range of Cost Per Hour

Principals _____

Professionals _____

III. Payment Schedule

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

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

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

IV. Reimbursable Expenses

The City shall pay the Environmental Engineer for reimbursable expenses, subject to the approval of the Public Buildings Commissioner, and subject to the identification of such expenses attached to a requisition submitted by the Environmental Engineer to the City. Reimbursable expenses shall be those costs incurred for printing construction document for bid, for surveying, for testing, for making of models and renderings and for such specialized sub-consultant services as may be required in the performance for the work within Schedule A Scope of Services, herein and shall be reimbursed to the Environmental Engineer at direct cost.

The Letter of Authorization from the City of Newton for each specific Project shall detail each reimbursable expense by line item.

Those excluded reimbursable expenses are: Long Distance Communications, Plotting, Mileage and tolls.

The City shall reimburse the at their cost plus 5% for approved Consultants, contractors & Reimbursable Expenses.

V. Payment

Payment shall be made to the Environmental Engineer within thirty (30) days of submission by the Environmental Engineer 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 Environmental Engineers requisition. Payment shall not be due the Environmental Engineer until his requisition has been approved.

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

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

SCHEDULE C

WORK PROGRAM AND SCHEDULE

- I. The Agreement shall take effect as of the date of execution and shall terminate one year from the date of the Agreement, with an option of two additional (1) year renewals, should the City of Newton wish to pick up the option.
- II. The Environmental Engineer shall complete the work set in Schedule A, Scope of Services, in an expeditious manner subject to expeditious reviews and approvals by the City. Where possible, the Environmental Engineer shall endeavor to perform the required work in advance of 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 of products of this Agreement unless specifically modified elsewhere.

ARTICLE A1. RESPONSIBILITIES OF THE CITY

1.1 Information to be provided to the Environmental Engineer

1.1.1 The City shall furnish upon the Environmental Engineer'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 Environmental Engineer as promptly as possible its instructions and decision.

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 Environmental Engineer from his/her professional responsibilities.

1.2.2 The City shall render any modification or any waiver of any term or condition or breach of this Agreement in writing to the Environmental Engineer, or it shall notify the Environmental Engineer in writing why such approvals are being withheld.

1.3 Waivers

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

ARTICLE A2. RESPONSIBILITIES OF THE ENVIRONMENTAL ENGINEER

2.1 Scope

2.1.1. The Environmental Engineer shall be responsible for the professional adequacy, technical accuracy and coordination of all of the present data, designs, drawings, specifications, costs, evaluations and estimates, and any other material or work furnished by him or his consultants, or sub-contractors.

2.2 Assignability

2.2.1 The Environmental Engineer 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 All Basic Services, Extra Services, including requirements for consultants required for the Environmental Engineer's performance of this Agreement shall be protected by Errors and Omissions Insurance equal to, at a minimum, twice the amount of the fee for Basic Services, provided, that, in any event, coverage shall be no less than ten percent (10%) of the estimated construction cost for a specific Project for the applicable period under the Statute of Limitations.

A Certification of such insurance acceptable to the City shall be supplied to the Public Buildings Commissioner, and the City shall be named the Certificate Holder.

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

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

The City shall be named the Certificate Holder.

The Environmental Engineer'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 Environmental Engineer in an amount sufficient to cover the cost of restoration.

2.4 Employment of Consultants

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

2.5 Meetings

2.5.1 The Environmental Engineer 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 Environmental Engineer shall furnish the documents and provide the services required by this Agreement in the sequence set forth in this Agreement unless waived by the Public Buildings Commissioner. He shall insure prompt and continuous prosecution of the project to the extent of his professional responsibilities.

2.7 Submissions

2.7.1 The Environmental Engineer 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 Environmental Engineer shall make changes in, or revisions in documents as may be required by the City in order to accomplish the Project in accordance with the work program, or the Construction Budget. Such changes shall be:

- a. within the phase of work as set forth in the Basic Services

- b. on work not yet approved or accepted by the Public Buildings Commissioner or
- c. on work already approved or accepted which requires changes in order to be consistent with changes made in accordance with (a) or (b) above.

2.9 Substantial Changes

2.9.1 The Environmental Engineer shall make substantial changes as an Extra Service when required by the Public Buildings Commissioner in writing.

2.10 Environmental Engineer's Certification

2.10.1 It is the Environmental Engineer's responsibility to see that all work submitted meets all applicable regulations, codes and/or professional standards.

ARTICLE A3. TERMS

3.1 Shall Include

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 be limited to", unless there is specific language to the contrary.

3.2 Enumerations

3.2.1 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.

3.3 Substantial Changes

3.3.1 The Public Buildings Commissioner shall determine in writing to the Environmental Engineer if a change is deemed a "substantial change".

3.3.2 Substantial changes are limited to:

- (a) Changes to and revisions on work already approved or accepted by the Public Buildings Commissioner in writing, except as qualified elsewhere in this document; or
- (b) Programmatic changes, revisions, modification, alterations, etc. to any product required by this Agreement shall not be deemed substantial changes unless specifically described as such elsewhere in this document.

ARTICLE A4. DOCUMENTS

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

ARTICLE A5.NOTICES

Any notice, instruction, or other documents required of the Environmental Engineer 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 in this Agreement.

SCHEDULE D-1

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 engineer 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 Public Buildings Commissioner, the undersigned agrees to perform its services in accordance with the Professional Services Contract Dated _____

Fee

Project Completion Date

Signature (Environmental Engineer)

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 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.

ATTACHMENT C

ARTICLE IV. DESIGNER SELECTION COMMITTEE

Sec. 5-35. Established; purpose.

A designer selection committee is hereby established to make recommendations to the mayor whenever an architect is to be engaged by the city for any purpose involving construction, alteration, repair or maintenance of a public building, and the mayor shall consult with this committee and shall select said architect from these recommendations. At least three (3) recommendations shall be offered and the mayor may request three (3) additional recommendations. The designer selection committee shall also oversee the selection process for design services contracts subject to the provisions of section 38K of chapter 7 of the General Laws. The designer selection committee shall not oversee the selection process for design services contracts in any instance where an alternative procurement process inconsistent with this section is prescribed by state or federal laws or regulations. The public buildings commissioner may consult with the designer selection committee regarding procurement of any design services contract not otherwise required to be overseen by the committee pursuant to the provisions of this section. (Rev. Ords. 1973, §2-346; Ord. No. Z-109, 05-07-12) Cross references—Commissions and committees generally, Ch. 2, Art. VII; regulations governing appointment to and service on commissions and committees, § 2-8

Sec. 5-36. Composition, appointment and compensation of members.

When the public facility to be constructed is not under the jurisdiction of the school committee, the designer selection committee shall consist of six (6) members, three (3) of whom shall be appointed by the mayor, and three (3) of whom shall be selected by the city council. For school facilities, three (3) additional members shall be selected by the school committee. All of the persons serving on this committee shall serve without compensation and shall be residents of the city. (Rev. Ords. 1973, § 2-347)§ 5-37 NEWTON ORDINANCES - PUBLIC BUILDINGS AND INSPECTIONAL SERVICES § 5-55 Newton Ordinances On-Line - Chapter 2 - page 13

Sec. 5-37. Terms of members, vacancies, procedures.

Members of the designer selection committee shall serve coterminous with the terms of their respective appointing authority. Vacancies in the committee shall be filled by appointment in the same manner by the designated appointing authority as the original appointments for the period of the unexpired term. The committee shall elect a chairman annually and establish rules and procedures. Committee members shall serve at the pleasure of their respective appointing authority. The public buildings department shall provide such assistance to the committee as is necessary for the exercise of the committee's responsibilities. Records of the committee shall be public documents. The committee shall make reports no less than annually to the respective appointing authorities. (Rev. Ords. 1973, § 2-348; Ord. No. 190, 12-20-76; Ord. No. 317, 2-20-79; Ord. No. S-301, 2-1-88) DESIGNER SELECTION COMMITTEE