

# Town of Barnstable

## Request for Proposals

### LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES for the PROFESSIONAL DESIGNER CONSULTANT SERVICES FOR JOSHUA'S POND SITE IMPROVEMENTS

OSTERVILLE, MA



**Department of Public Works**

**Issued: January 14, 2016**

**Proposals due: No later than February 12, 2016 2 pm**

**Pre-response Meeting/Site Visit: January 27, 2016, 2 pm, Joshua's Pond,  
Tower Hill Rd, Osterville**

**Last Date for Questions: February 4, 2016**

**Contact: Johanna Boucher, Chief Procurement Officer**

**[Johanna.boucher@town.barnstable.ma.us](mailto:Johanna.boucher@town.barnstable.ma.us)**

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## TABLE OF CONTENTS

Page Number	
I	INTRODUCTION AND BACKGROUND 3
II.	KEY DATES FOR PROPOSAL 4
III.	PROPOSAL INSTRUCTIONS 4
A.	Instructions to Proposers 4
B.	Notification of Award 7
C.	Contract 7
D.	Insurance Requirements 7
E.	Miscellaneous Information 9
F.	Minority or Woman Business Enterprise Participation 9
IV.	PROPOSAL REQUIREMENTS 10
A.	Minimum Requirements 10
B.	Qualification/Staffing Requirements 11
C.	Technical Scope of Services 12
D.	Additional Narrative Information 13
E.	Miscellaneous Requirements 13
V.	PROPOSAL EVALUATION 13
A.	Technical Evaluation 13
	Minimum Criteria 14
	Comparative Criteria 14
B.	Interview 18
C.	Rule for Award 19
VI.	PROPOSAL SUBMISSION REQUIREMENTS 19
A.	Non Price Proposal 20
B.	Price Proposal 20
C.	Contact Information 20
APPENDICES	
	APPENDIX A -- Certificate of Non-collusion 22
	APPENDIX B -- State Taxes Certification Clause 23
	APPENDIX C --Price Proposal 24
	APPENDIX D -- Legal advertisement 26
	APPENDIX E - Agreement 27

## **SECTION I. INTRODUCTION**

The Chief Procurement Officer of the Town of Barnstable (Owner), on behalf of the Department of Public Works (DPW), at the direction of the Town Manager, hereby requests the submittal of qualifications and proposals from qualified professional Landscape Architectural firms with previous site planning, landscape architecture and civil engineering design experience of municipal or state facilities in Massachusetts. The scope of work includes site planning, landscape architecture, civil engineering and design. Joshua's Pond Park is located at Tower Hill Road, Osterville, Massachusetts. Included in this assignment is the analysis of existing conditions and design thru contract administration phase services which include new walks, benches, expansion of parking areas, drives and landscaping. These services are expected not to exceed \$35K.

The contract and its award process resulting from this Request for Proposal (RFP) are not subject to the Uniform Procurement Act pursuant to the M.G.L. c. 30B the Designer Selection Law, Chapter 7C. Issuance of this RFP does not signify the Town's submission of this service to the provisions of the Act, and the contract and award will be made at the Town's discretion. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request. Award of a contract resulting from this RFP shall be in strict accordance with the requirements of this document.

### **A. BACKGROUND - The Town of Barnstable**

The Town of Barnstable, located on Cape Cod, was incorporated in 1639. The Town has an annual year-round population of over 45,000 and approximately 125,000 - 150,000 seasonal residents. The Town of Barnstable is located approximately 65 miles southerly from Boston and approximately 75 miles easterly from Providence. The Town of Barnstable serves as the commercial and transportation center for Cape Cod.. The Town encompasses an area of 64.1 square miles and consists of seven distinct villages: Barnstable, Centerville, Cotuit, Hyannis, Marstons Mills, Osterville, and West Barnstable. It serves as the County Seat for Barnstable County.

Hyannis is the most populated of the seven villages in the Town of Barnstable. Over the last 100 to 150 years the village of Hyannis grew into the commercial and transportation center for the Town of Barnstable and for Cape Cod. There is a regional bus station, a railroad station, regional airport, and two terminals for ferries to the Islands. Main Street is the traditional downtown shopping area for the Town.

The Town functions under a Council-Manager form of government, with a charter-supported strong Manager, and thirteen Town Councilors elected by precinct. The Barnstable Town Council is the legislative and policy-making branch of the Town government. The Town Manager develops policies and ordinances for adoption by the Town Council and the Council then enacts policies and ordinances, which it believes promote and enhance the general welfare of the Town.

### **C. BACKGROUND- Joshua's Pond Park**

The Town of Barnstable owns and operates the Joshua's Pond Park. The Park is heavily visited by local residents. With its growth in popularity, the lack of safe parking and walkways have become an issue at this site. The rest room facilities have been expanded and fully renovated at this time. Site improvements are badly needed at this much used recreational facility.

### **D. PROJECT DESCRIPTION**

The scope of work includes site planning, landscape architecture, and civil engineering design. Joshua's Pond is located on Tower Hill Road, Osterville, Massachusetts. Included in this assignment is the analysis of existing

conditions and design through contract administration phase services which include improvements to and new walkways, parking areas and drives, along with benches and landscaping.

**E. WORK BY OTHERS**

**1. Cost Consultant:**

The Town may retain its own cost management consultant to review project cost estimates and to work with the architect's own cost consultant in order to assure compliance with the Owner's approved budget for the project.

**F. DOCUMENTS AVAILABLE FOR REVIEW:**

The following documents are available for review and are attached hereinafter:

- Photos of the existing facility.
- Site Survey Plan
- Aerial Photo of Site

**SECTION II. KEY DATES FOR THIS PROPOSAL**

The following is a tentative schedule noting target dates for phases and tasks to be completed.

<b>1/17/16</b>	RFQ issued; advertise in the Cape Cod Times
<b>1/20/16</b>	Advertise in the Central Register
<b>1/27/16</b>	2:00 pm: Pre-Response Site Visit and Meeting located on Tower Hill Road, Osterville, MA
<b>2/4/16</b>	Last Day for questions to the Chief Procurement Officer
<b>2/12/16</b>	2:00 PM: Responses to RFQ due to the Chief Procurement Officer
<b>Week of 2/22/16</b>	Interviews for short listed candidates
<b>With 30 days</b>	Recommend selected Consultant for Approval by Awarding Authority and Award Notification

**SECTION III. PROPOSAL INSTRUCTIONS A.**

**INSTRUCTIONS TO PROPOSERS**

1. The Town of Barnstable may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.

2. The Town of Barnstable may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.

3. No forms are provided by the awarding authority except the Certificate of Non Collusion found in Appendix A, the State Taxes Certification Clause, Appendix B, and the Price Proposal form Appendix C. All proposals shall be in ink or typewritten and must be completed according to the instructions contained herein.
4. Questions requiring clarification shall be submitted in writing or faxed to the Chief Procurement Officer prior to date indicated above in Key Dates in order to afford the Town adequate time to respond with a correction or additional information prior the deadline for submission of proposals. See section VI sub- section C for address and phone numbers. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
6. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
7. All proposals shall be submitted to the office of the Chief Procurement Officer, Procurement & Risk Management, Town of Barnstable, 230 South Street, 3rd Floor, Hyannis, MA 02601, on or before the date and time stated in the "Legal Advertisement"- Appendix D. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.
8. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the Consultant. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
9. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
10. It is understood that the Consultant's billing rates used for the cost portion of the Proposal to the Town of Barnstable to provide said services and/or products will remain valid for one (1) year past the submission deadline.
11. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
12. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).

13. If the proposer intends on subcontracting portions of the required work, then the proposer will ensure that all specifications within their Proposal as well as the RFP are met, regardless of who performs the work. Any subcontractors must be so noted in the Consultant's proposal. The Consultant must comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future which are applicable at any time to the consultant pursuant to its obligations during this project. The consultant and any of his subcontractors, agents, servants and/or employees shall obtain at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates necessary for the performance of his obligations pursuant to the agreement, if applicable.
14. All costs involved in preparing the Proposal will be borne by the Consultant; the Town will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work.
15. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
16. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
17. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
18. The evaluation of the Non-Price Proposals will be conducted by a team/committee appointed by the Chief Procurement Officer. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
19. The Non-Price Proposals will be opened on the date and at the time stated in the "Legal Advertisement" The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed and a contract has been awarded. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. This register may be viewed upon request. The names of the witnesses will also be recorded.
20. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town of Barnstable.
21. The Town alone will be the sole judge in determining whether a Consultant's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected Consultant will be under contractual agreement to the Town per the attached contract document.

22. Response to this Request for Proposal acknowledges the Consultant's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful Consultant's proposal as part of the system contract. IF THE CONSULTANT'S PROPOSAL DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL, OR IF AN ITEM IS NOT UNDERSTOOD IN ANYWAY, A COPY OF THAT SECTION OF THE REQUEST FOR PROPOSAL MUST THEN BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

## **B. NOTIFICATION OF AWARD**

All proposers will be notified of the selection decision within 30 days of the date proposals are due to the Town unless otherwise notified by the Town.

## **C. CONTRACT**

This Request for Proposal, as well as the selected Consultant's proposal, and any addenda to that proposal, will become part of the final contract.

## **D. INSURANCE REQUIREMENTS**

### **1. Indemnification**

The Contractor /Consultant/Vendor shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor/Consultant/Vendor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor/Consultant/Vendor under contract with the TOWN.

### **2. General Requirements**

(a) The Consultant shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Consultant agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Consultant to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Consultant shall defend, indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the Consultant , its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and

engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Consultant will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Consultant. Annually, at time of Consultant's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Procurement & Risk Management, 230 South Street, Hyannis, MA 02601.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Consultant.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

### **3. Comprehensive General Liability Insurance**

The Consultant shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

### **4. Automobile Liability and Property Damage Insurance**

The Consultant shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Consultant. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

### **5. Workers' Compensation Insurance**

The Consultant shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

### **6. Excess Liability Insurance**

The Consultant shall carry excess liability insurance of not less than One Million Dollars



(\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

**7. Pollution Liability Insurance (reserved)**

**8. Professional Services Liability/Errors and Omissions Insurance**

(a) The firm/individual shall also carry Comprehensive Professional Services Liability/Errors and omissions insurance coverage in an amount no less than Two Million Dollars (\$2,000,000.00) *in the aggregate*. Subject to the approval of the Town, the Consultant may have a professional liability policy with a deductible clause if, in the judgment of the Town, the Consultant's financial resources are sufficient to directly absorb the possible expense without assistance.

(b) The coverage shall be in force from the time of the Agreement to the date when all contracted work being performed under the contract is completed and accepted by the Town. Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the Town should the coverage become unavailable.

**9. Other Liability (as may be necessary)**

(a) The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Consultant is hired.

(b) The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Consultant. Consultant's insurance shall be primary insurance to all insurance carried by Owner.

**E. MISCELLANEOUS INFORMATION**

All information acquired by the Consultant from the municipality or from others at the expense of the municipality in performance of the agreement, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the consultant for delivery to the Town shall be and remain the property of the Town. The Consultant agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town.

**F. MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION**

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit Proposals in response to the Request for Proposals (RFP). For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State of Massachusetts Supplier Diversity Office (SDO), and who is still certified at the time the Consultant's Qualification is submitted.

All minority owned businesses are encouraged to apply for SDO certification. For further information on SDO Proposals, or access to SDO vendor lists, contact the State of Massachusetts Supplier Diversity Office (SDO) at (617) 727-8692.

The Town of Barnstable will require Consultants and subcontractors involved in local municipal projects to abide by the Equal Employment Opportunity Anti-Discrimination Program guidelines below, which form a part of the Contract generating from this RFP.

During the performance of this contract, the Contractor and all of his/her Sub-Contractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

See MGL Chapter 7C, Section 6 regarding an affirmative marketing program for state-assisted local projects, and the Town of Barnstable's Minority or Women Business Enterprise Participation programs for additional D/M/WBE requirements.

The contractor by signing the Contract offered by the Town of Barnstable agrees to abide by the above paragraphs to the best of his/her ability.

#### **SECTION IV. PROPOSAL REQUIREMENTS**

##### **A. MINIMUM REQUIREMENTS (documentation to be provided)**

The Evaluation Committee shall reject proposals which do not meet the following certain minimum requirements or the instructions to proposers found in this document:

1. The consultant shall include a registered Professional Architect/ Landscape Architect/Civil Engineer in the Commonwealth of Massachusetts. (Documentation to be provided).
2. The consultant must have a minimum of five (5) years of experience in similar site design including site planning, utility design, drainage design, landscaping and lighting design in Massachusetts.
3. The proposal must be from an established business, corporation, partnership, firm or individual(s) who normally furnish such services as the principal business for which the corporation or firm is formed. A description of the business including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required.
4. All proposals shall be submitted to Procurement & Risk Management as stated in "Legal Advertisement"- Appendix D. Each proposal shall be in SEALED and clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.
5. The proposal must be received in the Chief Procurement Officer's Office before the

deadline for receipt of proposals as stated in Section II, Key Dates and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).

6. The proposer must have signed both the Certificate of Non Collusion (Appendix A) and testate Taxes Certification Clause (Appendix B) and include them in the proposal package.
7. The proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.

## **B. QUALIFICATIONS/STAFFING REQUIREMENTS**

### 1. Qualifications of the Consultant

The Engineering Consultant shall meet the minimum requirements defined above in Section IV.A and the proposal shall include the following:

- a. A description of the consultant's approach to this project: A matrix of expected tasks with associated man-hours, disciplines, methodology demonstrating an understanding of the community's needs, and the consultant's expectations of assistance and services from the Town. (included non priced matrix in technical proposal and priced matrix in price proposal)
- b. An applicant qualifications statement, including academic and professional work experience attesting to capacity to perform the required work program. Resumes are required for all project personnel.
- c. A client reference list, with names, addresses, and telephone numbers, especially for clients for whom the consultant has performed similar services in the past. A minimum of five (5) references of similar municipal type roadway design projects worked on in the past five (5) years. References shall include a brief description of the project along with the size of the project and contact information of the project owner.
- d. Any other information deemed relevant to the project, and which the consultant believes will further the competitiveness of the proposal, including work samples from similar completed projects.

### 2. Project Staffing

The Proposer must set forth the staffing to be utilized for this service, including qualifications and experience.

- a. Each individual, their duties, and the number of hours each will spend providing this service must be broken down into the following categories:

Name  
Work Assignment Responsibilities

- b. Consultants must be prepared to contractually commit all individuals, as submitted in

their proposal, to this service. Any deviation from the proposed individuals will constitute a breach of agreement to any contractual agreement, which may result from this Request for Proposals.

- c. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change to the Consultant's staffing as outlined in the proposal will be subject to the approval of the Town. The Town shall notify the Consultant within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the Town.

### **C. TECHNICAL SCOPE OF WORK**

The successful architectural or landscape architectural firm shall provide and utilize the disciplines of, but not be limited to, landscape architecture, civil, and electrical and site lighting engineering design.

#### **General:**

1. Participate in meetings to present and obtain the required regulatory approvals and that of the Town boards and Officials in the review and modification of the same. Provide the necessary mounted drawings, diagrams, etc. necessary for presentation to the Town Officials and Department representatives at the various meetings to describe the project and gain the necessary approvals for the project to proceed.
2. This contract includes the site conditions analysis, planning, permitting of the site including all required local, county, state and federal agency approvals, along with all design phases of work involving landscape architecture and civil engineering work, cost estimating and project management services. The project includes the improvements to site features, parking lots, roadway and site design reconfiguration, drainage, site lighting..
3. Prepare, schedule and obtain any Environmental Notification Forms, the Notice of Intent, the Development of Regional Impact (DRI) form, local Conservation Commission requirements and any other required permits in coordination with the Town in order to obtain all necessary approvals of the project. Attend and make presentations as required at regulatory process meetings and public hearings. This contract includes the preparation of design, design development and contract documents, bid and contract administration phases of work, specifications and cost estimating for the complete project.
4. Under MGL Chapter 7, Section 38H (i) awarding authorities in cities and towns **may** allow a designer who conducted the initial design to continue with the design of the project.
5. Prepare final design, specifications and contract documents for the public bidding of this construction project per Massachusetts General Law (MGL) Chapter 3039M.

#### **Additional services:**

A site survey will be provided by the Owner. Should additional survey information be required, additional survey work will be incorporated into this Contract by Amendment.

## **Project Manager**

The project will be managed by John W. Juros, AIA, Town Architect in the Town of Barnstable's Department of Public Works.

Questions during RFP period must be submitted through Johanna Boucher, Chief Procurement Officer, Tel. 508-862-4741, Fax. 508-862-4779, Email: [johanna.boucher@town.barnstable.ma.us](mailto:johanna.boucher@town.barnstable.ma.us)

## **D. ADDITIONAL NARRATIVE INFORMATION**

1. Summarize what you believe your firm offers that is unique from other firms.
2. Provide at least five (5) references with contact phone numbers from other municipalities whereby similar work has been done.
3. List the anticipated amount of support services and/or documents the Town would be required to provide to you in the performance of these contracted services.
4. Include a statement or documentation on the Financial Stability of the firm.

## **E. MISCELLANEOUS REQUIREMENTS**

The Town of Barnstable and the Consultant shall cooperate in maintaining good public relations throughout the period of this project.

The Town of Barnstable shall evaluate the proposals in accordance with the evaluation criteria contained in this RFP and shall select a shortlist of firms. An interview may then be conducted with the short listed firms at the discretion of the Town. These interviews will occur during the period indicated in Section II, Key Dates. Any proposer should make sure they are available during that time period for potential interviews to be held at the Barnstable Town Hall, 367 Main Street, Hyannis, MA.

## **SECTION V. PROPOSAL EVALUATION**

### **A. TECHNICAL EVALUATION**

The evaluation process will include each proposal being reviewed by the appointed evaluation committee. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon those criteria, will assign an overall rating to each proposal. Each of the criterion may contain ratings of

Unacceptable  
Not advantageous  
Acceptable  
Advantageous  
Highly Advantageous

**An “Unacceptable” rating in any one of the criteria may eliminate the proposal from further consideration.**

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town’s needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

**CONSULTANT TO SPECIFICALLY ADDRESS ALL EVALUATION QUESTIONS IN YOUR PROPOSAL SUBMITTAL IN THE ORDER BELOW, CLEARLY LABELED.**

The following criteria will be used in the evaluation of the landscape architectural firm regarding the Technical or Non-Price Proposal in order to be placed on the short list for an interview with the Selection Committee.

***Minimum Evaluation Criteria*** -- *Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.*

1. Minimum Requirements: Consultant must meet the minimum requirements as specified in Section IV - A.

**Comparative Evaluation Criteria**

**1. The Firm:**

**Firm Background and Capability:** to perform all of the aspects of the project, such as programming, site planning, site permitting, cost estimating and value engineering, and landscape architectural design, civil, and electrical engineering, FF&E design services.

**Unacceptable:** Less than five (5) years of experience in providing landscape architectural and planning services to Massachusetts municipalities with documented examples of such services.

**Acceptable:** A minimum of five (5) but less than ten (10) years of experience in providing landscape architectural and planning services to Massachusetts municipalities with documented examples of such services.

**Advantageous:** More than ten (10) years of experience in providing landscape architectural and planning services to municipalities with documented examples of providing services to Massachusetts Municipalities with documented examples of such services..

**Highly Advantageous:** More than seven (7) years of experience in providing landscape

architectural and planning services to Massachusetts municipalities with documented examples of such services.

2. **Recent Relevant Experience:** with projects comparable to the proposed project. Architect to describe relevant municipal site master planning, permitting, and recreational design experience.

**Unacceptable:** Firm has no municipal site master planning, permitting and recreational design experience within Massachusetts.

**Advantageous:** Firm has site master planning, permitting and recreational design experience within Massachusetts that is current (within the past 5 years).

**Highly Advantageous:** Firm has municipal site master planning, permitting and recreational design experience within that is current (within past 5 years). Additional similar work is underway currently within the firm. Three (3) or more projects of similar type have been successfully completed within Massachusetts.

3. **Current Firm Capacity:** list significant current work and work completed in the last five (5) years, as well as projects in-house but not yet begun; quantify.

**Unacceptable:** No or limited current work listed.

**Not Advantageous:** Firm capacity may be challenged by current work load when taking on this new assignment.

**Advantageous:** Firm capacity appears to be able to handle this assignment with the given work load.

**Highly Advantageous:** Firm capacity can easily handle this assignment with their given work load.

4. **References:** Provide references with contact names and valid phone numbers of other clients whereby similar work has been performed.

**Unacceptable:** References are not provided.

**Not Advantageous:** References provided are not related to similar project type.

**Acceptable:** At least two (2) references are from similar project experience.

**Advantageous:** More than three (3) references are provided from similar project types.

**Highly Advantageous:** Five or more references are provided for similar project types.

5. **Staffing:**

- a. **Key Personnel:** Professional background, caliber and staff availability for project; quantify staff and discipline; describe the % of time to be committed to the project by the key members of the project team.

- b. **Outside Consultants:** Qualifications and experience of firms regularly engaged by the architect; describe the % of time to be committed to the project by the leadership of the project team.

- c. **Team Organization:** Chart and describe team organization, listing key individuals.

**Unacceptable** - No staffing plan or team organization provided.

**Not Advantageous** - The staffing information provided may meet the Town's needs, but the organization plan provided is not clear enough to make a determination of roles and responsibility.

**Acceptable** - The staffing and team organization information provided will adequately meet the needs of the Town.

**Advantageous** - The staffing information and team organization plan provided will meet the needs of the Town, and shows the proposer's commitment to the project by providing an experienced team of quality professionals with defined roles.

**Highly Advantageous** - The staffing information and team organization provided will exceed the needs set forth by the Town and shows the proposer's commitment to putting their best and most experienced staff and resources into this project. Project roles and responsibility are clearly defined.

## 6. Project Discussion & Scope of Work:

### a. Project Understanding & Challenges

### b. Project Approach

**Unacceptable** - Proposal did not adequately convey the proposer's understanding of the project and the firm's approach to completing the project successfully.

**Not Advantageous** - The response indicates the proposer may understand the Owner's needs, but the plan provided is not clear enough to make a determination. The proposer's approach does not instill confidence in a plan to complete the project in a well thought out manner.

**Advantageous** - The Scope of Services response provided indicates the proposer will meet the needs of the Owner; and shows the proposer's demonstrated understanding of the project and their approach to the work required to complete a successful project.

**Highly Advantageous** - The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the Owner; shows the proposer's demonstrated understanding of the project; their ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process

## 7. Proposed Schedule

**Unacceptable:** A proposed schedule was not offered.

**Not Advantageous:** The proposed project schedule does not instill confidence by the Owner in the firm to complete the project in a well thought out manner.

**Acceptable:** The proposed project schedule provided indicates the proposer understands the project, its scope and its timeframes for completing the work adequately.

**Advantageous:** The proposed schedule provided indicates the proposer has more than adequately demonstrated their understanding of the project and the work required to complete a successful project and to meet the requirement of the Owner's review and approval cycles.

**Highly Advantageous:** The proposed schedule provided indicates the proposer has demonstrated their complete understanding of the project and will monitor and keep the



project on schedule. The firm understands the time required to complete a successful project and has clearly demonstrated their process which will meet the requirements of the Owner for timely reviews and approvals.

- 8. Proposer's past schedule performance history:** demonstrated past performance with a discussion of rationale behind the history that communicates the firm's understanding of project reality.

**Unacceptable:** No history included.

**Not Advantageous:** Two (2) or less case-studies showing proposed schedule and actual project schedule.

**Acceptable:** Three (3) to five (5) case studies showing proposed schedule and actual schedule.

**Advantageous:** More than five (5) case studies showing proposed and actual schedules.

**Highly Advantageous:** More than five (5) case studies with examples included of similar types of projects showing proposed schedules and actual project timelines.

- 9. Proposed Value Engineering & Cost Estimating Process:** Explain process to control project and construction budget

**Unacceptable:** Proposal did not address the VE and estimating process.

**Not Advantageous:** The response indicates the proposer may meet the cost estimating process needs, but the process is not clear enough to make a determination. The Project's cost estimating process does not instill confidence in the firm to complete the project within the given budget.

**Acceptable:** The response provided indicates the proposer will meet the project budget. The firm understands the budget control process.

**Advantageous -** The response provided indicates the proposer will meet the project budget and will more than adequately meet the needs of the Town. The firm fully understands and has demonstrated a budget control process and instills confidence that it will work to maintain project budget controls to keep costs in line with the original budget.

**Highly Advantageous -** The response provided indicates the proposer will exceed the needs of the Town. The firm fully understands the budget control process and is creative in its approach that will insure success in staying within budget guidelines. The firm understands the budget control process and has the team to insure its success.

- 10. Budget Management History:** list project history of budget and final actual costs with dates. Include discussion of rationale behind the history that communicates the firm's understanding of project realities.

**Unacceptable:** No history included.

**Not Advantageous:** Less than three (3) case-studies with proposed budget and actual costs included, some of which involve recreational or community facilities; discussion of rationale behind the history..

**Acceptable:** Three (3) to Five (5) case studies demonstrated with proposed budget and actual costs included, some of which involve recreational or community facilities; discussion of rationale behind the history.

**Advantageous:** More than five (5) case studies demonstrated showing proposed and

actual history, some of which involve recreational or community facilities; discussion of rationale behind the history.

**Highly Advantageous:** More than five (5) case studies demonstrated showing proposed and actual history with at least three (3) of which involving recreational or community facilities.

## 11. Response to Additional Narrative Information

Summarize what is unique about your firm.

- a. List support services and/or required documents required by your firm of the Town.
- b. Define what is not included within your fee proposal.

**Unacceptable** – Proposer did not address Additional Narrative Information section.

**Not Advantageous** – Proposal did not adequately respond to all additional Narrative Information as requested.

**Advantageous** – Proposal was responsive, adequately responded to additional Narrative Information requested, appeared consistent with project intent, and responded to needs expressed by the documents in all areas

**Highly Advantageous** - Proposal was very responsive, thoroughly responded to additional Narrative Information requested, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

## 12. General Impression of Proposal

**Unacceptable** - The proposal was not responsive to the Comparative Evaluation Criteria in an acceptable manner.

**Not Advantageous** - Response is informative, meets the criteria for responsiveness. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the Town but was not overly impressed by proposer's expression of ability.

**Advantageous** - Response is informative, meets criteria for responsiveness and communicates well. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the Town, and shows the proposer's commitment to the Town and the project.

**Highly Advantageous** - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town, communicates well and shows the proposer's commitment to the Town and the project. The Designer Selection Board is confident in the provider's overall ability to provide and administer the services as required by the Town.

## B. INTERVIEW

After their review of the technical proposals, the Evaluation Committee may interview a short list of qualified, responsive and responsible proposers. Proposers whose submittals are determined to be not advantageous or did not meet the minimum requirements will not be interviewed.

In accordance with those interviews, the evaluation committee will then rank those finalists and make a recommendation of award to the Town Manager as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services. If the Town Manager, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the Town

Manager, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Town Manager.

Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded Consultant or any other candidate asked to be interviewed. The Town of Barnstable reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

### **C. RULE FOR AWARD**

The award of this contract will be made taking into consideration the evaluation criteria, the interview process, and the price proposal based on the consensus of the evaluation committee in determining the proposer that is in the best interest and is most advantageous to the awarding authority.

### **SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS**

Two separate sealed envelopes, one containing one (1) original unbound copy and five (5) bound copies of the non-price technical proposal marked

**"Design Services for LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES  
LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES FOR JOSHUAS POND SITE  
IMPROVEMENTS (Technical Proposal, non-price)"**

and one containing an original and one copy of the price proposal marked

**"Price Proposal for LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES FOR  
LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES FOR JOSHUAS POND SITE  
IMPROVEMENTS (Price Proposal)"**

must be received per the time frame outlined in the legal advertisement- (Appendix D). It is the sole responsibility of the proposer to insure that the proposal arrives on time and at the designated place.

The **Technical Proposal** should be bound, divided and numbered into sections labeled, and included information addressing the Minimum Requirements, qualifications and evaluation criteria listed under Sections IV and V, and must be preceded by the cover letter and should include an Executive Summary.

The **Price Proposal** should be broken down by the tasks within Contract Part I as required on the Price Proposal Sheet (Appendix C). This is a lump sum contract, however, proposal is to include a complete rate sheet with all applicable rates that would apply to the work to be performed under this contract or as additional services.

No reference to the actual price proposal shall be contained in any portion of the non-price proposal outlined below. Failure to adhere to this requirement will result in disqualification.

#### **Complete proposals must also include the following:**

- a. Cover letter with response, acknowledging any addenda, if any, which includes a statement that the Proposal is in accordance with this RFP, and that the Proposer

- understands all sections and provisions therein. Any exceptions must be clearly stated;
- b. Certificate of Non-Collusion, State Taxes Certification (Attachment B);
  - c. A narrative describing the proposer's plan to comply with all work outlined in the Scope of Services as defined in the RFP, including methodology and any alternative concepts;
  - d. A listing of all required references with name, title, and telephone number, with descriptions and costs of prior similar contracted services completed;
  - e. A general company profile or brochure and list of key personnel who will participate on this project with resumes included;
  - f. If applicable, and the company is not registered in Massachusetts, proof of registration with the Massachusetts Secretary of State as a "foreign" corporation authorized to do business in the Commonwealth of Massachusetts. See his website at <http://www.sec.state.ma.us/cor/coridx.htm>;
  - g. A detailed staffing plan;
  - h. The identification of any and all consultants and/or subcontractors who will work with the proposer with resumes attached; and the proposer's approach to management of all identified subcontractors, if any;
  - i. Appropriate certificates of insurance;
  - j. Evidence of financial stability;
  - k. Any other information that the proposer considers relevant for the purpose of evaluating its qualification for the project; and Technical and Price proposals as required.

**No reference to the actual price proposal shall be contained in any portion of the non-price proposal outlined below. Failure to adhere to this requirement may result in disqualification.**

#### **A. NON-PRICE PROPOSAL**

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal.

- 1) Cover Letter including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.

#### **B. PRICE PROPOSAL**

The pricing portion must include the forms found in APPENDIX C. Price proposal MUST include a work hour estimate encompassing the Scope of Work as outlined in the RFP. (Include a non-price manhours/task matrix in the technical proposal)

#### **C. CONTACT INFORMATION**

Clarification and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is stated in Section II, Key Dates. After that day no requests or questions will be accepted. Please contact the Town of Barnstable for clarification of this Request for Proposal, direct all inquiries regarding the plan to:

Johanna F. Boucher  
Chief Procurement Officer/Contract Compliance Officer  
Town of Barnstable  
230 South Street, Hyannis, MA 02601  
Phone. (508) 862-4741, Fax: (508) 862-4779  
Business Hours: 8:00 a.m. - 4:00 p.m., Mon. - Fri  
[Johanna.boucher@town.barnstable.ma.us](mailto:Johanna.boucher@town.barnstable.ma.us)

**APPENDIX B**

**TOWN OF BARNSTABLE**

**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 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 of individuals.

FIRM \_\_\_\_\_ SIGNATURE

ADDRESS \_\_\_\_\_ NAME (print)

\_\_\_\_\_ TITLE

TELEPHONE \_\_\_\_\_ DATE

**TOWN OF BARNSTABLE**

**STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

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

\* Signature of individual or Corporate Officer  
Corporate Name (Mandatory) (Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security # (Voluntary) or Federal Identification #

- Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your Social Security Number will 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. This request is made under the authority of Mass. G.L. 62C s. 49.A.

**FIRM NAME:** \_\_\_\_\_  
(Submit in a separate envelope, labeled as follows)

**“Price Proposal for LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES for LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES FOR JOSHUAS POND SITE IMPROVEMENTS (Price Proposal)”**

Attach to this pricing sheet a complete rate structure including all hourly rates by discipline/position and any other associated charges included in the total lump fee. Include a breakdown of the fee by tasks carried within this proposal.

The Consultant's fee is subject to downward negotiation. The Consultant will execute the Town's contract document. Town will not pay for any additional work on this project without the prior written approval. Attach to this pricing sheet a complete rate structure including all hourly rates by discipline/position and any other associated charges included in the total lump fee.

**CONTRACT PART I: SITE PLANNING, PERMITTING AND SCHEMATIC DESIGN**

We propose the following total lump sum price for Contract Part I services as specified in this Request for Quotation document as follows:

**Lump Sum Fee \$** \_\_\_\_\_

**Breakdown of Tasks/Fees:**

**Programming:** \$ \_\_\_\_\_

**Site Planning:** \$ \_\_\_\_\_

**Permitting:** \$ \_\_\_\_\_

**Project Meetings:** \$ \_\_\_\_\_

**Public Hearings:** \$ \_\_\_\_\_

**Schematic Design/Narrative:** \$ \_\_\_\_\_

**Cost Estimate** \$ \_\_\_\_\_



Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project.

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Telephone \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

**LEGAL ADVERTISEMENT**  
**TOWN OF BARNSTABLE**  
**REQUEST FOR PROPOSAL**

**LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES for LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES FOR JOSHUA'S POND SITE IMPROVEMENTS**

The Chief Procurement Officer of the Town of Barnstable (Owner), on behalf of the Department of Public Works (DPW), at the direction of the Town Manager, hereby requests the submittal of qualifications and proposals from qualified professional Landscape Architectural firms with previous site planning, landscape architecture and civil engineering design experience of municipal or state facilities in Massachusetts. The scope of work includes site planning, landscape architecture, civil engineering and design. Joshua's Pond Park is located at Tower Hill Road, Osterville, Massachusetts. Included in this assignment is the analysis of existing conditions and design thru contract administration phase services which include new walks, benches, expansion of parking areas, drives and landscaping. These services are expected not to exceed \$35K.

The contract and its award process are not subject to the Uniform Procurement Act pursuant to the M.G.L. c. 30B or the Designer Selection Law, Chapter 7C. Issuance of this Request for Proposal does not signify the Town's submission of this service to the provisions of the Act, and the contract and award will be made at the Town's discretion. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request. Award of a contract resulting from this Request for Proposal shall be in strict accordance with the requirements of this document.

Proposals are due on 2/12/16 at 2:00 p.m. in the Chief Procurement Officer's Office, 230 South Street, 3<sup>rd</sup> Floor, Hyannis, MA 02601. Proposals will be opened and read immediately following closing time and will not be public. Contract will be awarded within 30 days. Specifications and required forms are available on the Town of Barnstable Website, [www.town.barnstable.ma.us](http://www.town.barnstable.ma.us) beginning immediately. Contact: Johanna Boucher, Chief Procurement Officer, Tel. 508-862-4741, Fax. 508-862- 4779, [email: johanna.boucher@town.barnstable.ma.us](mailto:johanna.boucher@town.barnstable.ma.us). All proposals must be received in a sealed envelopes properly marked prior to the proposal due date and time. The Town of Barnstable reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.

## AGREEMENT BETWEEN TOWN AND CONSULTANT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **TOWN OF BARNSTABLE**, Massachusetts hereinafter called the Town, and with legal address and principal place of business at \_\_\_\_\_ hereinafter called CONSULTANT.

WITNESSETH: That for consideration of payments and agreement hereinafter mentioned, to be made and performed by the Town, the CONSULTANT hereby agrees with the Town to provide professional consulting services to the Department of Public Works for the **LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES FOR JOSHUA'S POND SITE IMPROVEMENTS** hereinafter called Services whose specifications are identified in the Request for Proposal dated TBD, 2015 and proposal submittal dated TBD, which are attached hereto and made part of this agreement, and collectively evidence and constitute this contract, upon demand of the Town, made as hereinafter provided, at a total lump sum cost of \$TBD, delivered to the Town of Barnstable, Department of Public Works, 230 South Street, Hyannis, MA 02601 in accordance with the following requirements.

1. Deliverables The CONSULTANT shall provide the services as defined in the Request for Proposal entitled "**LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES FOR JOSHUA'S POND SITE IMPROVEMENTS**" dated TBD and deliver services in accordance with the schedule as defined in Attachment "A" hereto.

### ARTICLE 1. DEFINITION OF TERMS

1. GENERAL LAWS -- The General Laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.
2. TOWN -- The Town of Barnstable or its representative who is duly authorized to act in the execution of the work covered by this contract.
3. DIRECTOR -- The Director of Public Works or his authorized representative.
4. PROJECT -- The services to be provided as specified in the Scope of Services
5. CONSULTANT -- The person or firm performing services under this agreement.
6. APPROVAL OF THE DIRECTOR -- A written communication from the Director, or authorized representative, to the Consultant expressing the Town of Barnstable approval of services or documents prepared by the Consultant, which communication in no way relieves the Consultant from responsibilities under this contract.

### ARTICLE 2 RESPONSIBILITIES OF THE TOWN

1. The Town administers this contract to ensure that the project meets the Town's needs and conforms to the guidelines and standards supplied by the Town.

2. The Town shall, without unreasonable delay, render all approvals required by this contract in writing to the Consultant, or shall notify the Consultant in writing why such approvals are being withheld.
3. For satisfactory performance of all services required in this contract, the Town shall compensate the Consultant in accordance with the provisions of Articles 8 below.
4. The Town shall furnish to the Consultant available data for each project task as available. All such data and any other data provided to the Consultant by the Town shall remain the property of the Town of Barnstable. The Consultant may use all data provided by the Town only for the purposes of this Contract, unless the Town gives the Consultant specific written permission for some other use.
5. The Town does not guarantee nor does it make any express or implied warranties concerning the accuracy of information furnished and the Consultant must satisfy himself as to the correctness of data, except in instances where the Town makes specific written exceptions. The Consultant shall, within the fee, analyze and evaluate the information furnished by the Town.

### ARTICLE 3: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED

1. The Consultant shall perform the services in accordance with the scope of services stated in the Request for Proposal dated \_\_\_\_\_. The Consultant shall be responsible for the professional and technical accuracy and the coordination of all reports and other work furnished by the Consultant. Consultant shall meet the approved schedule and submittal dates established during the course of this contract for each assigned project.
2. Key employees of the Consultant to be assigned to this project are as follows: **(List names and titles of assigned personnel as proposed in the RFP and accepted by the Town)**. Should it become impossible for a contractually committed individual to complete his/her duties, for a reason such as termination of employment, any change to the Consultant's staffing as outlined in the proposal will be subject to the approval of the Town. The Town shall notify the Consultant within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the Town.
3. The Consultant shall furnish appropriate competent services for each of the Tasks/Parts to the point where detail checking or reviewing by the Town will not be necessary.
4. The Town's review, approval or acceptance of, or payment for, any of the services furnished shall not be construed as a waiver of any rights under the contract or of any cause of action arising out of the performance of the contract.

ARTICLE 4: PROJECT PERMITTING AND APPROVALS

3. The Consultant warrants that his services will conform to all applicable federal, state, and local laws, regulations, ordinances, and by-laws, as applicable.

ARTICLE 5: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

1. The Consultant shall not employ Subcontractors, sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval of and written consent of the Town. The Town may rescind this consent if a sub consultant is incompetent, irresponsible or otherwise unsatisfactory, and the Consultant shall remove such sub consultant from the work. The Town's written consent shall not in any way relieve the Consultant from his responsibility for the work or materials furnished.
2. When the Consultant receives payment from the Town, the Consultant shall within 14 calendar days make payment to each sub consultant whose work was included in the work for which such payment was received from the Town. The Town shall have the contractual right to investigate any breach of a sub consultant's contract and to take corrective measures necessary for the best interest of the Town.

ARTICLE 6: PHOTOGRAPHS, SPECIAL CONSULTANTS' SERVICES (RESERVED)

ARTICLE 7: TIME RECORDS

The Consultant shall cause to be maintained complete, accurate and detailed records of all time devoted to each assigned project by the Consultant. The Town may at all reasonable times audit such records. The Consultant shall maintain accurate and detailed accounts for a six-year period

ARTICLE 8: COMPLIANCE WITH LAWS

1. The Consultant shall exercise due care in accordance with generally accepted standards of professional practice, to perform the work required under this contract in conformity with requirements and standards of the Town and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the Consultant shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Consultant's failure to comply with the provisions of this Article and shall indemnify the Town against any liability incurred as a result of a violation of this section.

ARTICLE 9: DATA RIGHTS

1. All information acquired by the Consultant from the municipality or from others at the expense of the municipality in performance of the Agreement, shall be and shall remain the property of the municipality. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Consultant for delivery to the Town shall be and shall remain

the property of the Town upon payment thereof.

2. The Consultant agrees that he/she will use this information only as required in the performance of this Agreement and will not, before or after the completion of this Agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town, provided that the Consultant shall be permitted to retain a copy of such information for purposes of documenting the Services.

#### ARTICLE 10 RECORD DRAWINGS, REPORTS, CALCULATIONS

1. All information acquired by the Consultant from the municipality or from others at the expense of the municipality in performance of the Agreement, shall be and shall remain the property of the municipality. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Consultant for delivery to the Town shall be and shall remain the property of the Town upon payment thereof.
2. The Consultant agrees that he/she will use this information only as required in the performance of this Agreement and will not, before or after the completion of this Agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town, provided that the Consultant shall be permitted to retain a copy of such information for purposes of documenting the Services.

#### ARTICLE 11 CONSULTANT'S BASIC FEE

5. The Consultant shall be compensated for all services on the project in the amount of \$ \_\_\_\_\_ based on the Fee Schedule in this agreement. The fee and payment schedule shall be defined in Attachment "A" to this Agreement's Schedule of Task and Fees.

#### ARTICLE 12: CONSULTANT COMPENSATION – REIMBURSABLE EXPENSES - Reserved

#### ARTICLE 13 CONTRACT TERM

Work under this contract is expected to be complete within approximately TBD months.

#### ARTICLE 14: CHANGE IN LAW ADJUSTMENT

1. Change in Law Adjustments. As used herein, "Change in Law" means (A) the adoption, promulgation, issuance, modification, or official change in interpretation, after the Effective Date, of any federal, state, or local law, by-law, ordinance, code, regulation, rule, or ruling; (B) the imposition, after the Effective Date, of any condition on the issuance, reissuance, or continued effectiveness of any permit, license, or approval relating to the Scope of Work, which establishes requirements more burdensome than those imposed as of the Effective Date; or (C) the order or judgment or other action of any federal, state or local court, administrative agency, or governmental body relating to the Scope of Work issued after the Effective Date, that relate in any

manner whatsoever to the suspension, termination, interruption, or non-renewal of any permit, license, consent, authorization, or approval affecting the acquisition, design, construction, equipping, start-up, operation, maintenance, ownership, use, or possession of the Town property related to the Scope of Work. In the event that a Change in Law after the Effective Date increases the operating and capital costs incurred by the Town of Barnstable (the "CIL Costs"), the payments provided to the Consultant, if the Scope of Work on this Contract is affected, may be adjusted on a mutually acceptable basis that is consistent with generally accepted accounting principals.

#### ARTICLE 15: FORCE MAJEURE

1. The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. In the event that the extension is not possible, the Consultant may be required to rebate to the Town a portion of the fee.
2. It is agreed, however, that since performance dates of this Agreement are important to the implementation of requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the Consultant, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this Agreement in accordance with the provisions of the section entitled "Termination of Agreement."

#### ARTICLE 16: TERMINATION, NO AWARD

1. By written notice to the Consultant, the Town may terminate this contract in whole or in part at any time either for the Town's convenience or because of the failure of the Consultant to fulfill his contract obligations. If any such termination shall occur without the fault of the Consultant, all compensation and reimbursement due to the Consultant up to the date of termination, in accordance with all contract terms, including proportionate payment for partially completed work, shall be paid to the Consultant by the Town. Such payment shall not exceed the fair value of the work, as the Town shall reasonably determine. No amount shall be allowed for anticipated profit on unperformed services.
2. If the contract is terminated due to the failure of the Consultant to fulfill his contract obligations, the Town may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the Town for any reasonable additional cost occasioned to the Town thereby. These rights and remedies of the Town are in addition to any rights and remedies provided by law or under this contract.
3. Upon any termination of the contract the Consultant shall deliver to the Town all records, data, drawings, specifications, reports, estimates, summaries, and such other information and materials, whether completed or in process, as may have been

accumulated by the Consultant in performing this contract.

4. Subject to the provisions explaining Force Majeure, if the Consultant shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Consultant shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the Consultant, then the Owner shall thereupon have the right to terminate this agreement by giving written notice to the consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.
5. The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Town's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### ARTICLE 17: RELEASE AND DISCHARGE

1. The acceptance by the Consultant of the last payment for services paid under the provisions of the contract and/or in the event of termination of the contract, shall in each instance, operate as and be a release to the Town and every member and agent thereof, from all claims and liability to the Consultant for everything done or furnished for or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work and except that such acceptance shall not release the Town from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the Town or its employees.

#### ARTICLE 18: NOTICES, APPROVALS, INVOICES

1. Any notice required under this contract to be given by the Town to the Consultant, or by the Consultant to the Town shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Town to the Consultant at the address specified for the Consultant on Page 1 above, or the Consultant to the Town of Barnstable, DPW Administration, 382 Falmouth Road, Hyannis MA 02601
2. Written approval is required by the Town for Additional Compensation prior to the commencement of work that exceeds the stated amount of the contract
3. Prior to the commencement of each task, the Consultant shall provide the Director of the Department of Public Works, a proposed milestone payment schedule for that task for approval. All invoices shall be submitted (in duplicate) in accordance with the agreed milestone schedule contained herein and will be promptly processed by the Town if they are in conformity with the contract terms and properly documented; if not, they will be returned to the Consultant. Undisputed charges will be paid by the Town upon submittal of a corrected invoice.
4. Invoices submitted for services that have not been previously authorized in writing shall be returned to the Consultant.



## ARTICLE 19 INSURANCE

### 1. Indemnification

The Contractor /Consultant/Vendor shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor/Consultant/Vendor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor/Consultant/Vendor under contract with the TOWN.

### 2. General Requirements

(a) The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall defend, indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of Contractors's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Procurement & Risk Management, 230 South Street, Hyannis, MA 02601.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent

out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

### **3. Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

### **4. Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

### **5. Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

### **6. Excess Liability Insurance (as applicable to each requirement)**

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

### **7. Pollution Liability Insurance (reserved)**

### **8. Professional Services Liability/Errors and Omissions Insurance**

(a) The firm/individual shall also carry Comprehensive Professional Services Liability/Errors and omissions insurance coverage in an amount no less than Two Million Dollars (\$2,000,000.00) *in the aggregate*. Subject to the approval of the Town, the Contractor may have a professional liability policy with a deductible clause if, in the judgment of the Town, the Contractor's financial resources are sufficient to directly absorb the possible expense without assistance.

(b) The coverage shall be in force from the time of the Agreement to the date when all contracted work being performed under the contract is completed and accepted by the Town.

Since this insurance is normally written on a year-to-year basis, the Contractor shall notify the Town should the coverage become unavailable.

**9. Other Liability (as may be necessary)**

(a) The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.

(b) The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

ARTICLE 20: LEGAL REQUIREMENTS

1. Non-resident Processing; Signatures

Every Consultant who is a nonresident of the Commonwealth of Massachusetts, or a non-resident co-partner of a Consultant, hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the Town or its lawful Attorney to said Consultant or non-resident copartner at the address set forth in the contract. Said Consultant or said non-resident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Consultant or said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Consultant or said co-partner.

2. Anti-Boycott Covenant (Executive Order #130)

The consultant warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, as hereafter defined, will participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by General Laws Chapter 151E, sections 2 and 3. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have, the Town shall be entitled to rescind this contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the consultant, or by a person or persons, or business entity or entities, directly or indirectly owning at least 51% of the ownership interests of the consultant.

3. Access to Consultant's Records (Executive Order #195) The Town shall have the right, at reasonable times and upon reasonable notice, to examine the books, records, and other compilations of data of the Consultant which pertain to the performance and requirements of this

contract.

ARTICLE 21: EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

1. During the performance of this agreement, the Consultant, for him/herself, his/her assignees, and successors in interest, agree as follows:
  - a. The Consultant, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rental of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 15 1B).
  - b. The Consultant by signing the Agreement offered by the Town agrees to abide by the above paragraph to the best of his/her ability.

ARTICLE 22: CHOICE OF LAW

1. This Contract shall be construed under and governed by the laws and regulations of the Commonwealth of Massachusetts, and the Town of Barnstable. The Consultant, and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the Town is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever, pending, in which the other is a party.

ARTICLE 23: WAIVERS

The provisions of this contract can be waived only by written agreement, except where otherwise stated herein. Forbearance or indulgence by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 24: AMENDMENTS

No amendment to this Contract shall be effective unless it is executed in writing by authorized representatives of both parties.

ARTICLE 25: SEVERABILITY

If any provision of this Contract is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

ARTICLE 26: CONSULTANT'S CONTRACT SUPPLEMENTARY DATA

1. No changes are to be made in this Article at any time during the life of this contract without written notification to the Town and when required, receipt of written approval by the Town.
2. In accordance with the provisions of General Laws Chapter 7A, section 6, no contract to provide Consultant services shall be awarded by the Town, or by any department, board, commission, or other agency acting in its behalf, unless the person signing such contract on behalf of the party contracting to provide such services files with the Town a statement under the penalties of perjury setting forth the names and addresses of all persons having a financial interest therein, not including, however, any person whose only financial interest therein consists of the holding of one percent or less of the capital stock of a corporation contracting to provide such services.

NOTE: Individuals who sign a contract in their own behalf must also complete the certification below as well as sign the contract. For the purpose of this directive, the term "person having a financial interest" will generally refer to any person who, in some direct manner, will benefit financially from a given contractual relationship with the Town. However, this may not, in every case, preclude the possibility of an existing financial interest within the meaning of the statute where a financial benefit is to be realized in some indirect manner. Where doubts arise in a specific case, it is advisable that names and addresses be included.

By signing this Contract, the Consultant certifies under the penalties of perjury that the following sets forth the names and addresses of all persons having a financial interest in this contract, in accordance with the provisions of Chapter 7A, section 6.

Name	Address
_____	_____

3. By signing this Contract, the Consultant certifies under the penalties of perjury that the following named (Principal) is registered by the Commonwealth as a \_\_\_\_\_ pursuant to the provisions of General Laws Chapter 112, sections 60A through 60O (architects), sections 8 1D through 81 T (professional engineers and land surveyors), or sections 99 through 107 (registered landscape architects).

Name	Title	Mass. Registration No.
_____	_____	_____

NOTE: The above information must be completed to also comply with the provisions of General Laws Chapter 7, section 38A 1/2.

4. By signing this contract, the Consultant certifies under the penalties of perjury that the following named (Principal) is the designated officer of the firm contracted for the:

\_\_\_\_\_

IF A CORPORATION: (Name Officers and Titles)

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IF A PARTNERSHIP: (Name of all Partners)

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IF AN INDIVIDUAL: (Name of Owner):

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MASSACHUSETTS REGISTERED PRINCIPAL OF FIRM RESPONSIBLE FOR THIS PROJECT IS: \_\_\_\_\_ (Notify Office of any changes)

5. By signing this contract, the Consultant certifies under the penalties of perjury that 1) in accordance with Chapter 7, section 38H (e), 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 the contract for design services; and 2) that no Consultant to or sub consultant 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 sub consultant of a contract by the Consultant; and 3) that no person, corporation or other entity, other than a 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 the contract for 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 the contract to the Consultant; **and/or** 4) the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person, and that 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 of individuals.
6. By signing this contract, the Consultant certifies under the penalties of perjury that pursuant to General Laws Chapter 62C sec. 49A, the Consultant has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 15 1A, sec. 19A, the Consultant has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.
7. By signing this contract, the Consultant certifies under the penalties of perjury that, if the Consultant is a corporation, the Corporation has filed with the State Secretary all certificates and annual reports required by Chapter 1 56B, section 109 (Business Corporation), by Chapter 181, section 4 (Foreign Corporation), or by Chapter 180, section 26A (Non-Profit Corporation) of the Massachusetts General Laws.
8. By signing this contract, the Consultant certifies under the penalties of perjury that, at the time of execution, it is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990 as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00 and the

Consultant is either a "qualified employer" because it has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements, or is an "exempt employer."

9. By signing this contract, the Consultant certifies under the penalties of perjury that, the Consultant is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions, under any Commonwealth law or regulation, including but not limited to M.G.L. c. 29 s. 29F and M.G.L. c. 152 s. 25C.
10. By signing this contract, the Consultant certifies under the penalties of perjury that, the Consultant is aware of the American with Disabilities Act which prohibits discrimination based upon disability and shall meet the standards applicable to the state under the American with Disabilities Act 42 USC 12101 et seq.; 28 CFR Part 35, as amended.

The Town agrees to pay the CONSULTANT for the performance of the contract; the total lump sum contract amount is \$\_\_\_\_\_. No amount shall be paid in addition to the foregoing without a further contract with the Town.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in the year and day first above mentioned

Approved as to form:

By: CONSULTANT

\_\_\_\_\_  
Ruth J. Weil, Town Attorney

\_\_\_\_\_  
By: TOWN OF BARNSTABLE

\_\_\_\_\_  
Thomas K. Lynch, Town Manager

I hereby certify that the Town of Barnstable has an appropriation to cover the cost of this contract in accordance with Ch 44 §31C of the Massachusetts General Laws.

\_\_\_\_\_  
Mark A. Milne, Finance Director

**(Insert Name of Contract) LANDSCAPE ARCHITECTURAL CONSULTANT SERVICES FOR JOSHUAS POND SITE IMPROVEMENTS.**

**CONTRACT: (Insert Contract Number)**

At a duly constituted meeting of \_\_\_\_\_ held on \_\_\_\_\_  
Name of (Corporation) (Date)

at which all Directors were present or waived notice, it was voted that:

\_\_\_\_\_  
(Name) (Officer)  
of this company, be and he/she is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf of such \_\_\_\_\_ under seal of the company, shall

(Officer)  
be valid and binding upon this company.

A TRUE COPY,  
ATTEST:

\_\_\_\_\_  
(Clerk)

Place of Business:  
\_\_\_\_\_

Date of this Contract:

I hereby certify that I am the clerk of the \_\_\_\_\_  
\_\_\_\_\_ that \_\_\_\_\_  
is duly elected \_\_\_\_\_ of said company, and the above  
vote has not been amended or rescinded and remains in full force and effect as  
of the date of this contract

\_\_\_\_\_  
(Clerk)

(CORPORATE SEAL)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document in my presence.

\_\_\_\_\_  
Notary Public

My commission expires:

IF A CORPORATION, COMPLETE ABOVE OR ATTACH TO EACH SIGNED COPY OF THE CONTRACT A NOTARIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS CONTRACT. IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS CONTRACT, HAVE SIGNATURE NOTARIZED ABOVE.