

REQUEST FOR QUALIFICATIONS

CITY OF NEW BEDFORD, MASSACHUSETTS

Community Boating Center Feasibility Study



RFQ #23121174

Due: Tuesday, June 20, 2023 at 2:00 PM

Jonathan F. Mitchell
Mayor

Office of the Mayor
133 William St.
New Bedford, MA 02740

INDEX

Advertisement

- I. PROJECT PARAMETERS**
- II. CURRENT PROJECT SCOPE AND STATUS**
- III. REQUEST FOR QUALIFICATIONS INSTRUCTIONS**
- IV. QUALIFICATIONS**
- V. SELECTION PROCEDURE**
- VI. GENERAL AND SPECIAL PROVISIONS**
 - 1. Minimum Evaluation Criteria: Attachment A
 - 2. Comparative Criteria: Attachment B
 - 3. Certification of Non-Collusion and Certification of Tax Compliance
 - 4. Vote of Corporation/ Certificate of Incumbency
 - 5. Sample Agreement
 - 6. Standard Designer Application
 - 7. Qualifications and Reference Form



**CITY OF NEW BEDFORD
MASSACHUSETTS**

**REQUEST FOR QUALIFICATIONS
#23121174**

Community Boating Center Feasibility Study

The City of New Bedford is seeking Statements of Qualifications (the “Responses”) for the Request for Qualifications (RFQ) #23121174- Community Boating Center Feasibility Study pursuant to M.G.L., c. 7C, §§ 44-58. These services will be effective upon contract execution in July through September 30, 2023.

The selected firm shall be a registered and qualified architectural or engineering firm and have demonstrated previous experience in providing specified services to Massachusetts municipal governments. Electronic copies of Response specifications may be obtained by visiting the City’s website, <https://www.newbedford-ma.gov/purchasing/> on or after **Thursday, June 1, 2023** or by emailing purchasing@newbedford-ma.gov.

Sealed Responses will be received by the Purchasing Department until **Tuesday, June 20, 2023 at 2:00 p.m. E.S.T.** All Responses must be submitted via mail or in-person delivery to the Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740 during business hours (8:00 a.m. – 4:00 p.m.) until the above time and date. Immediately following the deadline for Responses, all Responses received will be opened and sent to the Evaluation Committee for review. *We strongly recommend submitting Responses via mail delivery services.* Respondents should email purchasing@newbedford-ma.gov to confirm they have submitted a Response. The Response **must** clearly state on the exterior that it is for RFQ #23121174- Feasibility Study”, attention to the Purchasing Department. Responses received after the above time and date will be rejected and returned unopened. Emailed and/or faxed Responses will not be accepted.

Questions regarding this RFQ are to be emailed to purchasing@newbedford-ma.gov no later than **Tuesday, June 13, 2023 at 4:00 p.m.** Responses to all questions will be in the form of an addendum to the RFQ and emailed to all Respondents having given notice of obtaining the RFQ to the City of New Bedford Purchasing Department.

Responses must include ALL DOCUMENTS required by the RFQ and strictly follow its instructions. The City of New Bedford reserves the right to waive any informality, error, or omission in, or to reject, any or all responses, if it deems such waiver or rejection to be in its best interest. It is the intent of the Awarding Authority to award contract(s) within thirty (30) business days after receiving the Responses.

Awarding Authority
City of New Bedford
Purchasing Department
Molly Gilfeather, Director of Purchasing

I. PROJECT PARAMETERS

The City of New Bedford (the “City”), pursuant to G.L. c. 7C, §§ 44-58, seeks Statements of Qualifications (“Responses”) through this Request for Qualifications (RFQ) from qualified Massachusetts registered architectural firms/individuals to conduct a feasibility study for the Community Boating Center.

II. CURRENT PROJECT SCOPE AND STATUS

The purpose of this project is to conduct a comprehensive feasibility study of the Community Boating Center site. This study will assess the capacity of existing and planned buildings relative to zoning, flood, program needs and climate change resiliency. The potential expansion of the existing facilities into adjacent and surrounding sites will be explored in the context of potential campus development and the opportunities to connect waterfront activities to land-based programming. Construction within a coastal zone is costly and environmentally challenging. When assessing the development of this coastal campus, the awarded Respondent will identify the opportunities for sustainability leadership in addressing access, education and stewardship of these ocean resources. The term of agreement for said services would cover from the execution of the contract in July through September 30, 2023.

The Respondent selected shall execute the attached Service Agreement. Prior to contract execution, the selected Respondent and the City will negotiate a fee not to exceed \$70,000.00 to be used during the term of the agreement.

Design services shall include, but not be limited to:

- a) Reports and observations
- b) Cost estimates
- c) Testing; field measurements
- d) Calculations and recommendations

III. REQUEST FOR QUALIFICATIONS INSTRUCTIONS

Response Instruction

The requirements set forth in these “RFQ Instructions” shall become an integral part of a subsequent contractual arrangement.

Receipt of Responses

The City of New Bedford will receive sealed responses for furnishing the “CBC Feasibility Study” at the **Purchasing Department, 113 William Street, Room 208, New Bedford, MA 02740 on Tuesday, June 20, 2023 at 2:00 P.M.**

No Response received after the time established for receiving said Responses will be considered regardless of the cause for delay in the receipt of any such Response(s).

There will be no scheduled Respondent’s conference, however, all questions must be submitted to purchasing@newbedford-ma.gov no later than 4:00 P.M. on **Tuesday, June 13, 2023 at 4:00 pm.**

Marking of Envelopes

One (1) hard copy of the Response and one (1) electronic copy (USB or CD) to

City of New Bedford

Purchasing Department
133 William Street, Room 208
New Bedford, MA 02740

No later than: **Tuesday, June 20, 2023 at 2:00 p.m.**

Postmarks will not be considered. It is the sole responsibility of the applicant to be sure that the Response arrives on time. Responses should be clearly marked **“RFQ #23121174 CBC Feasibility Study, attention to the Purchasing Department by (Insert Respondent Name).”** Respondents must email purchasing@newbedford-ma.gov to confirm they have submitted a Response.

Response Form

All Responses shall be received and evaluated in conformance with the requirements of Applicable Law.

The Response **must** clearly state on the exterior that it is for RFQ #23121174 CBC Feasibility Study, attention to the Purchasing Department, and clearly list the Respondent’s Name and address. Emailed and/or faxed Responses will not be accepted.

Each Respondent shall complete the attached minimum evaluation criteria form identified as Attachment A, the certificate of Non-Collusion and Tax Compliance, Vote of Corporation Corporation or LLC Incumbency Certificate (as applicable), Designer Certifications, DSB Designer Application, and References forms.

The Successful Respondent must meet all specifications. Any Response which does not meet these requirements, is nonresponsive, incomplete, conditional, and/or obscure, will be rejected. Any Response which contains additions not called for, and/or irregularities of any kind, is non-responsive and will be rejected.

The attention of all Respondents is called to General Laws Chapter 156D, which requires in part that, not later than 10 days after it commences transacting business in the Commonwealth, a foreign corporation deliver a certificate to the secretary of state for filing.

Respondents required to be registered with the Secretary of State in the Massachusetts Corporate Database must use the same business name in their Response documents as is listed in the Database for that business. All Respondents must use the same business name throughout all Response documents, and for the Successful Respondent, throughout all contract documents. Examples of these documents include the Response form, vote of corporation, W-9, and certificate of insurance. Any Response with multiple and/or inconsistent business names for one business may be rejected by the City.

Plan of Services

A statement and outline of the scope of the Respondent’s services are to be provided.

Interpretation of Contract Documents

All interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be emailed to all Respondents on record as having requested the RFQ and posted on the [purchasing website](#). Addenda shall be made available to Respondents not later than three days prior to the date fixed for the receipt of Responses at the Purchasing Department. Failure of any Respondent to receive any such addendum or interpretation shall not relieve any Respondent from any obligation under his/her/its submission. All addenda as issued shall become part of the contract documents.

Modification of Responses

A Respondent may correct or modify a Response by written notice received by the City prior to the receipt deadline. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____." Each modification must be numbered in sequence and must reference the original RFQ.

After the receipt deadline, a Respondent may not change any provision of the Response in a manner prejudicial to the interests of the City of New Bedford or fair competition. Minor informalities will be waived or the Respondent will be allowed to correct them. If a mistake on the intended Response is clearly evident on the face of the document, the mistake will be corrected to reflect the intended correct Response, and the Respondent will be notified in writing. A Respondent may withdraw a Response if a mistake is clearly evident on the face of the document, but the intended correct Response is not similarly evident.

Withdrawal of Responses

A Respondent may withdraw and resubmit their response prior to the deadline.

Unexpected Closures

If at the time of the scheduled receipt deadline, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, etc. the receipt of Responses will be postponed to the next normal business day at the time posted in the request for Responses. Responses will be accepted until that date and time.

References and Company Background

The Respondents must complete Qualifications and Reference Form included with the RFQ.

Award of Contract

Upon receipt of proposals, the Evaluation Committee will review all proposals for completeness with the Minimum Criteria set forth in this RFQ, and will then rank the complete proposals based on the Evaluation Criteria set forth in this RFQ, all in accordance with the terms of this RFQ and the City's adopted Designer Selection Procedures.

After evaluating the responses, the Committee may schedule interviews with at least the two (2) highest scoring Respondents. If selected for the interview, Respondent will be expected to provide a presentation of credentials, relevant experience and approach to the project. Prior to the interview, the City will review references. References will be evaluated to identify the capabilities of the Respondent, and the quality of previous work as a designer on municipal building projects of similar size and scope as the project.

During the evaluation and interview process, the Evaluation Committee reserves the right to request additional information or clarification from any respondent, or to allow corrections of errors or omissions. The Evaluation Committee will rank the finalists based on total scores and on consideration of references. The Evaluation Committee will discuss the results, select the successful respondents, and forward to the Purchasing Director in order to commence the fee negotiations in accordance with the terms of the RFP.

The City reserves the right to re-advertise if less than three (3) responses are received or if fee negotiations fail.

No person or firm, including a respondent listed third party consultant(s), debarred pursuant to G.L. c. 149, § 44C shall be included as a finalist.

Action on the award will be taken within thirty (30) days, excluding Saturdays, Sundays and legal holidays, after receiving the Responses. The Purchasing Director has awarding authority upon recommendation of the Evaluation Committee, and all awards will be made in the best interest of the City. The Office of the Mayor will appoint the members of the Evaluation Committee to review the Responses. Individuals who have financial or other connections to a design firm applying for a contract

will not participate in the selection process. Following approval by the Mayor, a contract will be issued accordingly. The successful respondent must execute the contract within ten (10) business days of the City's delivery of the contract in substantially the form attached hereto.

The award of this project scope will not preclude the awarded respondent from submitting a response if/when there are future phases of work.

Fees

The City, through its Purchasing Director or their designee, will negotiate the fee for design services not to exceed \$70,000.00 with the selected awarded Respondent and include it within the Service Agreement as a total fixed dollar amount. Should the negotiation be unsuccessful within 30 days, the City will negotiate with the next highest ranked Respondent and so on, until a contract is successfully negotiated and approved by the City or this process is terminated. Respondents shall not include any fee Response nor discuss any proposed fees in this RFQ.

Licensing

The Successful Respondent shall possess and comply with all required and necessary licenses as may be specified by Federal, State and/or Local authorities, related to the services referred to in this RFQ.

Insurance Coverage

Prior to commencement of the contract, the Successful Respondent shall obtain at its own cost and expense the required insurance from insurance companies licensed in their state, carrying a Best's Financial Rating of "A-" or better, and shall provide evidence of such insurance to the City of New Bedford (City). The policies or certificates thereof shall provide that 30 days prior to cancellation or material change in the policy, notices of same shall be given to the City by registered mail, return receipt requested, for all of the following stated insurance policies.

If at any time any of the policies required herein shall be or become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Successful Respondent shall, upon notice to that effect from the City, promptly obtain a new policy, submit the same to the City for approval and submit a certificate thereof. All Respondents must use the same business name throughout all Response documents, and for the Successful Respondent, throughout all contract documents, including this certificate of insurance

Upon failure of the Successful Respondent to furnish, deliver and maintain such insurance, the contract, at the sole election of the City may not be executed, or may be declared suspended, discontinued or terminated. Failure of the Successful Respondent to provide and maintain any of the required insurance shall not relieve the Successful Respondent from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations on the Successful Respondent concerning indemnification. The City may waive the requirement of coverage type or amount if not reasonably available and if the City deems it to be in City's best interest to do so.

This requirement becomes part of the contract and/or purchase order for which the Successful Respondent is performing services to City of New Bedford.

A. Successful Respondent shall maintain insurance coverage for the minimum amounts as required below. Insurance coverages and certificates shall be provided to and include City of New Bedford as an additional insured, on a primary and non-contributory basis, on all liability policies. All such insurance as is required of the Successful Respondent shall be provided by or on behalf of any and all subcontractors to cover their operations performed. The Successful Respondent shall be held responsible for any modifications, deviations, or omissions in the compliance with these requirements by the Successful Respondent and/or Successful Respondent's subcontractors.

B. Minimum required insurance limits (coverage on an occurrence basis):

Commercial General Liability

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence

Employers Liability (Coverage “B” on the Workers Compensation Policy)

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease

Commercial Automobile

- \$1,000,000 Combined Single Limit/Bodily Injury and Property Damage
- \$1,000,000 Hired/Non Owned Auto

Professional Liability/Errors & Omissions

- \$1,000,000 Any One Occurrence
- \$1,000,000 Aggregate

C. The Successful Respondent who does not carry worker’s compensation insurance coverage to protect himself personally from work-related injuries hereby releases, holds harmless and indemnifies the City from any injuries that may occur to the Successful Respondent himself during the course of the project. In no way does this provision affect the absolute duty of the Successful Respondent to provide worker’s compensation insurance coverage to each and every one of their employees and himself according to these provisions and all applicable state and federal laws.

D. To the fullest extent permitted by law, the Successful Respondent shall indemnify, hold harmless, and defend the City, and any of the officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the performance of the Successful Respondent’s work under the contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the Successful Respondent, its employees, agents or sub-contractors or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

E. All Insurance Certificates must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to the cancellation of Successful Respondent’s insurance, except for nonpayment. Successful Respondent must furnish the certificate referred to above as an express condition precedent to the Successful Respondent’s duty to make any progress payments pursuant to the contract.

F. The Successful Respondent hereby acknowledges its obligation under the forgoing paragraph to indemnify the City of New Bedford against judgments suffered because of the Successful Respondent’s work and to assume the cost of defending the City against claims as described in the forgoing paragraph.

Good Faith, Fraud and Collusion

The Respondent hereby certifies that no officer, agent or employee of the City of New Bedford has a special interest in the RFQ; that the Respondent is competing solely on their own behalf without connection with, or obligation to, any undisclosed person or entity; that this Response is made in good

faith without fraud, collusion or connection of any kind with any other Respondent for the same work (See Non-Collusion form). Form must be executed and returned with Response.

IV. QUALIFICATIONS

All Respondents must possess the following minimum qualifications:

1. Massachusetts registration and licensing in all applicable disciplines.
2. Thorough knowledge of procedures, requirements, and practices of the Commonwealth of Massachusetts, and other agencies related to the design and construction of public buildings including thorough knowledge of Massachusetts State Building Code and regulations of the Architectural Barriers Board.
3. The Respondent not been debarred under M.G.L., chapter 149, Section 44C.
4. Sufficient levels of staff to complete the project.
5. Respondent must have a minimum of three (3) years of satisfactory performance under at least three (3) different contracts similar to the proposed contract.
6. Respondent conformed in all material respects to the submission requirements as set forth in the RFQ.
7. Respondent provided a detailed description of at least two (2) recent similar projects on which the Respondent has performed similar services.

V. SELECTION PROCEDURES

The Evaluation Committee will review all Responses and select at least three Respondents as finalists based on the following criteria.

1. Prior similar experience of the Respondent and the experience and qualifications of the personnel assigned to the project.
2. Past performance on public projects.
3. Financial Stability.
4. Completed application form for Designer Services.
5. Completed Minimum Criteria Questionnaire
6. Scope of services offered and the appropriateness to the needs of the City of New Bedford.
7. Quality of past work and evaluation of past clients.
8. All other criteria as listed in Attachment B

The finalists will then be ranked and the City will negotiate the fee with the top ranked finalist. Should a fee not be successfully negotiated, the City will move to negotiate with the second ranked finalist and if a fee is not successfully negotiated, will move to the third ranked finalist. After a fee is successfully negotiated, a contract with the City will be awarded to the selected Respondent.

VI. GENERAL AND SPECIAL PROVISIONS

1. The Evaluation Committee reserves the right to cancel this Request for Qualifications, or to accept or reject any and all Responses, waive informalities, and to award contracts as may be in the best public interest of the City of New Bedford.
2. All Responses become the property of the City of New Bedford.
3. The Respondent(s) selected shall comply with all applicable federal, state and local laws in the performance of services.
4. The consideration of all Responses and subsequent selection of a Respondent shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.
5. The Successful Respondent shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (See Gen. Laws c. 151B).
6. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and sub-contracts that the Successful Respondent may award as a result of this contract.
7. Respondents and/or individuals preparing Responses may be asked to provide additional information and/or may be requested to make a presentation of their Response.
8. Responses must be unconditional.
9. The City of New Bedford is an EEO/AA/MBE employer. Women and minority owned businesses are encouraged to apply.
10. All Responses must be unconditional and by submission of a Response, each Respondent acknowledges and agrees that all documentation and/or materials submitted with its Response shall become and remain the property of the City. The City shall have the right to use all or any portions of any Response, as it considers necessary or desirable, in connection with the project.
11. All plans, schematic proposals, various design alternatives, specifications, and other documents resulting from this RFQ and the contract shall become the property of the City and by the submission of a Response, the Respondent thereby grants to the City an unrestricted royalty-free license to use the proposal and all materials submitted therewith in connection with the project.
12. The City reserves the right to modify this RFQ in any way prior to the deadline for submission of Responses by issuing an addendum or addenda to all persons on record as having received a copy of the RFQ. The City may extend the deadline for submission if, in the City's sole judgment, it is necessary or desirable for any reason.
13. Respondents shall examine all information and materials contained in and with this RFQ and failure to do so is at the Respondent's sole risk.
14. All expenses and costs, including but not limited to legal costs, associated with developing or submitting a Response, or associated with oral or written clarification thereof, including all presentation materials and related costs and travel expenses, shall be borne solely by the Respondent, and under no circumstances shall the City be responsible for any such cost or expense incurred by any Respondent. The City assumes no responsibility for these costs and expenses.

Attachment A
MINIMUM CRITERIA

Each Respondent shall indicate his/her agreement with each of the following questions as part of their submission.

To merit further consideration of a Response by the Evaluation Committee the applicant must indicate “yes” and comply, where appropriate, with each statement below.

1. Has the Respondent conformed in all material respects to the submission requirements as set forth in the RFQ?
YES ____ NO ____
2. Has the Respondent a minimum of three years’ experience in the design and renovation of public buildings in Massachusetts?
YES ____ NO ____
3. Has the Respondent knowledge of, and experience in, legal and administrative requirements, procedures, and practices related to the design, funding, and construction of Massachusetts public building projects including the State Building Code, regulations of the Architectural Barriers Board, and Massachusetts public bidding and procurement laws? YES ____ NO ____
4. Does the Respondent possess all necessary current licenses and registrations to qualify under Massachusetts law to perform the function of the architect? YES ____ NO ____
5. Has the Respondent provided a detailed description of at least two (2) recent similar projects on which the Respondent has performed similar services? YES ____ NO ____
6. Has the Respondent not been debarred under M.G.L., chapter 149, Section 44C? YES ____ NO ____
7. Has the Respondent sufficient levels of staff to complete the project? YES ____ NO ____

After evaluating the minimum criteria responses, the Responses shall be evaluated by the Evaluation Committee based on the comparative evaluation criteria specified in Attachment B. In analyzing responses to the comparative evaluation criteria, the Committee shall consider the qualifications of the applicant and make any investigations deemed relevant to the selection process. Attributes of services proposed, investigations into qualifications, project team, prior relevant experience, past performance, ability to meet project time schedules, and responsibility of the applicant may also be considered. The Committee will confirm claims of past experience and may request finalists to attend an interview to further explain or clarify their summary statement of qualifications or other elements of their Response.

Attachment B
COMPARATIVE CRITERIA

Responses that address required items, but only in general or vague terms that do not adequately represent tasks to be performed will be given the rating of not advantageous. Responses which address all required items in an adequate manner but are unclear in some respects which leave questions on the part of the City of New Bedford as to key aspects of the manner in which tasks will be performed will be given the rating of advantageous. Responses, which excel in all respects in clearly and concisely addressing all required elements shall be given the rating of highly advantageous. An incomplete Response that does not address any elements of the RFQ will be rated unacceptable.

Responses will be evaluated by the Evaluation Committee on the basis of submission requirements and the following ranking criteria in addition to those listed in “Selection Procedure”:

1. Relevant experience of Respondent and/or proposed project staff:

Highly Advantageous (3 pts): The Respondent has at least five (5) years of experience consulting/designing with municipalities on projects of similar size and scope to this project and have all professional licenses required for this project.

Advantageous (2 pts): The Respondent has at least three (3) years of experience consulting/designing with Municipalities on projects of similar size and scope to this project and have all professional licenses required for this project.

Not Advantageous (1 pt): The Respondent has less than three (3) years of experience consulting/designing with municipalities on projects of similar size and scope to this project and have some of the professional licenses required for this project.

Unacceptable (0 pt): The Respondent has no experience consulting/designing with municipalities on projects of similar size and scope to this project and have none of the professional licenses required for this project.

2. Respondent’s demonstrated ability to complete projects on a timely basis:

Highly Advantageous (3 pts): All three of the Respondent’s references indicate that the projects were completed on schedule or with minimal, insignificant delays and the Respondent has clearly indicated they have the capacity to undertake this project.

Advantageous (2 pts): Only one of the Respondent's references indicates that the project was completed with substantial delays attributable to the Respondent and the Respondent has clearly indicated they have the capacity to undertake this project.

Not Advantageous (1 pt): Two or more of the Respondent's references indicate that the project was completed with substantial delays attributable to the Respondent or the Respondent did not include references and the Respondent has somewhat indicated they have the capacity to undertake this project.

Unacceptable (0 pt): All of the Respondent's references indicate that the project was completed with substantial delays attributable to the Respondent or the Respondent did not include references and did not indicate that they have the capacity to take this project.

3. Evaluation of the proposed plan:

Highly Advantageous (3 pts): The Response contains a clear and comprehensive plan that addresses all of the project objectives stated in the RFQ.

Advantageous (2 pts): The Response contains a clear plan that addresses most of the project objectives stated in the RFQ.

Not Advantageous (1 pt): The Response does not contain a clear plan that addresses most of the project objectives stated in the RFQ.

Unacceptable (0 pt): The Response does not contain any plan that addresses the project objectives stated in the RFQ.

4. Capacity to undertake this project:

Highly Advantageous (3 pts): The Respondent has clearly indicated they have the capacity to undertake this project.

Advantageous (2 pts): The Respondent has indicated they have the capacity to undertake this project but with minor changes to the proposed schedule.

Not Advantageous (1 pt): The Respondent has indicated they somewhat have the capacity to undertake this project.

Unacceptable (0 pt): The Respondent has indicated that they do not have the capacity to take on this project.

**CITY OF NEW BEDFORD
MASSACHUSETTS**

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid

Name of business/organization

TAX COMPLIANCE CERTIFICATION

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named business/organization, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid

Name of business/organization



CITY OF NEW BEDFORD

Jonathan F. Mitchell, Mayor

CITY OF NEW BEDFORD MASSACHUSETTS

VOTE OF CORPORATION AUTHORIZING EXECUTION OF CORPORATE AGREEMENTS

At a meeting of the Board of Directors of _____ duly called and

held on _____, 20____ at which a quorum was present and acting
throughout, the following vote was duly adopted.

VOTED: That _____, a _____ of the corporation,
be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the
corporation contract documents with the City of New Bedford, the above mentioned documents to include
but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts,
Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company
bonds to secure bids and proposals and the performance of said contract and payment for labor and
materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall
deem proper. A true copy.

ATTEST:

Name (Print)

Signature

(Affix Corporate Seal)

Title

Date

CITY OF NEW BEDFORD, MASSACHUSETTS
LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY

This certificate is made as of the _____ day of _____, 20____, by

_____, member and Manager of _____,
(individual authorized to sign below) (company name)

a Massachusetts Limited Liability Company.

The undersigned member and Manager of _____, a Massachusetts Limited Liability
(company name)

Company, being duly authorized to execute documents to be filed with Office of the Secretary of State of
Massachusetts, hereby does state as follows:

1. The _____ between the City of New Bedford and _____
(name of contract) (company name)
is approved by _____.
(company name)
2. _____ is a duly qualified and acting member and the Manager of
(individual authorized to sign below)
_____.
(company name)
3. _____ hereby is authorized to execute the _____ between the
(individual authorized to sign below) (name of contract)
City of New Bedford and _____.
(company name)

IN WITNESS WHEREOF, I have affixed my name as member and Manager of
_____ this _____ day of _____, 20__.
(company name)

(Name of individual)

_____, SS.

COMMONWEALTH OF MASSACHUSETTS

_____, 20__

Then personally appeared the above-named _____,
(Name of individual)
member and Manager of _____ and acknowledged the foregoing
(company name)
statements to be true and the foregoing instrument to be his free act and deed and the free act
and deed of _____, before me,
(company name)

Signature

Printed name:
Notary Public/Justice of the Peace

My commission Expires: _____

FORM OF CONTRACT #

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

**City of New Bedford
133 William Street
New Bedford, MA 02740**

AND

**(Respondent Name)
(Respondent Address)**

Date:

WHEREAS, the **City of New Bedford, MASSACHUSETTS**, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the “City,” acting by and through its Department of Facilities and Fleet Management, has need a Designer for a Comprehensive Feasibility Study for the Community Boating Center.

WHEREAS, (Insert Respondent Name), hereinafter referred to as the “Consultant”, to perform the Scope of Services of a Master Service Agreement and undertake related duties and responsibilities required under this Master Service Agreement (“Agreement”); and

WHEREAS, the Consultant’s Response indicates that it is qualified by experience and training to perform said Scope of Services and undertake the duties and responsibilities required under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the City and Consultant hereby agree as follows:

PART I

SCOPE OF SERVICES

This is an Agreement for a Comprehensive Feasibility Study for the Community Boating Center in the City of New Bedford. The Scope of Services may be modified by written agreement of the City and Consultant, providing any such modification complies with applicable law. The Consultant shall perform further services by specific, authorized Change Order or Work Order in accordance with this Agreement. The Consultant shall staff the services with sufficient personnel to complete the services in a prompt and continuous manner and shall meet the approval schedule and submittal dates established in this agreement.

PART II TERMS AND CONDITIONS

The City's engagement of the Consultant is under the following terms and conditions that form an integral part of this Agreement:

1. **Scope:** This is an Agreement for a Comprehensive Feasibility Study.
2. **Prices; Term:** The TERM OF THIS AGREEMENT SHALL BE three (3) Months, beginning July 1, 2023 and ending September 30, 2023 with one, 3 month option to renew.
3. **Services Actual Amount:** The services required for the proposed agreement are an actual amount.
4. **Appropriation; Termination:** The City may terminate this Agreement if funds are not appropriated to support continuation of performance beyond the first Twelve (12) Months.
5. **Payment Responsibility:** Payment to Consultant is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
6. **Commencement:** All schedules set forth in Scope of Services commence upon the execution of the agreement.
7. **Compensation:** The Consultant shall be compensated by the City at the rate of _____. Total compensation for all services rendered by the Consultant of this Agreement shall be in accordance with the price outlined for the project, unless authorized by a Change Order duly executed by Consultant and the City.
8. **Invoices:** Consultant shall submit a monthly invoice no later than the 15th day of each month for services rendered the previous calendar month. Invoices shall include an attached progress report clearly describing the monthly and cumulative progress for each task. Invoices shall include a description of services provided, labor categories, and for each labor category, the hourly rate(s) and number of hours billed. The City will compensate Consultant for each task, or percentage thereof, completed during the invoiced month. The City shall make all reasonable efforts to process payments within thirty (30) days from the date of receipt of each invoice. The City shall give prompt written notice of any disputed invoice amount and shall pay the amount not in dispute.

9. Insurance and Indemnification: Prior to commencement of the contract, Consultant shall obtain at its own cost and expense the required insurance from insurance companies licensed in their state, carrying a Best's Financial Rating of "A-" or better, and shall provide evidence of such insurance to the City. The policies or certificates thereof shall provide that 30 days prior to cancellation or material change in the policy, notices of same shall be given to the City by registered mail, return receipt requested, for all of the following stated insurance policies.

If at any time any of the policies required herein shall be or become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, Consultant shall, upon notice to that effect from the City, promptly obtain a new policy, submit the same to the City for approval, and submit a certificate thereof. Consultant must use the same business name throughout all contract documents as Consultant used in Consultant's bid, including this certificate of insurance

Upon failure of Consultant to furnish, deliver and maintain such insurance, this Agreement, at the sole election of the City, may be declared suspended, discontinued or terminated. Failure of the Consultant to provide and maintain any of the required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations on the Consultant concerning indemnification. The City may waive the requirement of coverage type or amount if not reasonably available and if the City deems it to be in City's best interest to do so.

A. The Consultant shall maintain insurance coverage for the minimum amounts as required below. Insurance coverages and certificates shall be provided to and include City of New Bedford as an additional insured, on a primary and non-contributory basis, on all liability policies. All such insurance as is required of Consultant shall be provided by or on behalf of any and all subcontractors to cover their operations performed. Consultant shall be held responsible for any modifications, deviations, or omissions in the compliance with these requirements by the Consultant and/or Consultant's subcontractors.

B. Minimum required insurance limits (coverage on an occurrence basis):

Commercial General Liability

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence

Employers Liability (Coverage "B" on the Workers Compensation Policy)

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease

Commercial Automobile

- \$1,000,000 Combined Single Limit/Bodily Injury and Property Damage
- \$1,000,000 Hired/Non Owned Auto

Professional Liability/Errors & Omissions

- \$1,000,000 Any One Occurrence
- \$1,000,000 Aggregate

C. The Consultant who does not carry worker's compensation insurance coverage to protect himself personally from work-related injuries hereby releases, holds harmless and indemnifies the City from any injuries that may occur to the Consultant himself during the course of the project. In no way does this provision affect the absolute duty of the Consultant to provide worker's compensation insurance coverage to each and every one of their employees and himself according to these provisions and all applicable state and federal laws.

D. To the fullest extent permitted by law, the Consultant shall indemnify, hold harmless, and defend the City, and any of the officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Consultant's work under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the Consultant, its employees, agents or sub-contractors or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

E. All Insurance Certificates must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to the cancellation of Consultant's insurance, except for nonpayment. Consultant must furnish the certificate referred to above as an express condition precedent to the Consultant's duty to make any progress payments pursuant to this Agreement.

F. The Successful Respondent hereby acknowledges its obligation under the forgoing paragraph to indemnify the City of New Bedford against judgments suffered because of the Consultant's work and to assume the cost of defending the City against claims as described in the forgoing paragraph.

10. **Delays:** Consultant shall not be responsible for failure to perform or for delays in the performance of services that arise out of causes beyond the control and/or without the fault or negligence of Consultant. Consultant shall notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.

11. **Services for Use of City:** Consultant's services will be performed on behalf of and solely for the benefit and exclusive use of the City and the City's agents and designees for the limited purpose set forth in the Agreement. The City acknowledges that Consultant's services may require decisions that are not necessarily based upon science, but rather upon judgmental considerations.

12. **Ownership and Use of Documents:** All documents prepared or received by Consultant in its performance of this Agreement, including all drawings, designs, specifications, notes, field notes, computer files, data and other documents shall be delivered to and become the property of the City. Consultant agrees not to assert any rights or establish any claim under patent, copyright or other laws with respect to the City ownership of said documents and hereby grants the City an irrevocable royalty-free license to all such documents. Consultant bears no responsibility whatsoever for reuse by the City of documents prepared under this Agreement for any other purpose than originally intended. Consultant shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of this Agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material or publication through any

medium of communication. If the Consultant, or any of its officers, agents, employees or subcontractors, publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the publication.

13. Confidential Information: Consultant acknowledges that its services hereunder are being rendered to the City's Department of Facilities & Fleet Management, communications, reports, findings, conclusions, theories, and other work, however characterized, performed by Consultant hereunder is not to be divulged to any person or entity other than City's Department of Facilities & Fleet Management, or persons designated by he/she as privileged to receive such information. Consultant further acknowledges that it may receive confidential information as it provides services under this Agreement and agrees that neither it nor its employees, officers, agents, attorneys, subcontractors or other representatives, however described, shall discuss, relay, transmit or otherwise divulge such information in person or by print or electronic media, whether by telephone or e-mail, with or to any person who is not privileged to receive such information by virtue of this Agreement or applicable state or federal law, statute or regulation. This prohibition is absolute, the violation of which will constitute grounds for the City termination of this Agreement.

14. Independent Contractor: Consultant is an independent contractor, solely responsible for methods and means used in performing the services under this Agreement, and is not an employee, agent, or partner of the City. Consultant is not authorized to enter into any agreement with any party on behalf of the City.

15. Certifications: Consultant certifies under the pains and penalties of perjury pursuant to M.G.L. c. 62C, § 49A that the Consultant has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and pursuant to M.G.L. 151A, § 19A(b), has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker's Compensation, M.G.L. c. 152.

16. Licenses; Permits: The Consultant also represents that she/he is qualified to perform all services required under this Agreement and has obtained all requisite licenses and permits to perform these services.

17. Appropriations; City Obligations: Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Agreement for the present or any subsequent fiscal year following the fiscal year in which the Agreement is executed are subject to appropriation by the City of funds sufficient to discharge the City obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Agreement shall be terminated immediately upon the Consultant's receipt of notice to said effect, without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Agreement may include for services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The Consultant's yearly costs, as contained herein, may not exceed the amount appropriated for the year.

18. Records; Inspection: The Consultant shall maintain books, records and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall

properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The City, or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Consultant which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, reviews, and copying of records.

19. **Notices:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail to for the Consultant and Department of Facilities & Fleet Management, 294 Liberty Street, New Bedford, MA 02740, for the City.

20. **Representations; Reliance:** In entering into this Agreement, the City and Consultant have relied only upon the representations set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the City or Consultant relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between the City and Consultant.

21. **No Inducement:** Consultant certifies that neither it nor any of its employees, agents, officers, attorneys, subcontractors or representatives, however described, has given, offered or agreed to give any person, corporation or other entity any gift, contribution, offer of employment or other reward as an inducement for, or in connection with, the award of this Agreement.

22. **Solicitation:** Consultant certifies that no person, corporation or other entity, other than a bona fide full-time employee of Consultant, has been retained or hired by Consultant to solicit for or in any way assist Consultant in obtaining this Agreement 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 Agreement to Consultant.

23. **Accounting:** Consultant agrees to maintain internal accounting controls and permit the City to view its audited financial statements in camera at Consultant's offices upon the City request.

24. **Waivers:** A waiver by either the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach. Forbearance or indulgence of a breach of this Agreement in any form or manner by either the City or Consultant shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

25. **Invalidity; Severability:** The invalidity, illegality or unenforceability or any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and Consultant further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close to possible to the intent of the stricken provision. The provisions of this Article shall not prevent

this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26. **Termination for Cause:** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure its failed performance or to submit a plan for such cure acceptable to the other party. All notices hereunder shall be delivered by certified mail, return receipt requested.

27. **Termination for Convenience:** The City may terminate or suspend performance of this Agreement for the City convenience upon Consultant's receipt of written notice from the City. Consultant shall terminate or suspend performance on a schedule acceptable to the City, and the City shall pay Consultant for all the services performed through and including the date of Consultant's receipt of such notice. Upon restart, if performance is suspended hereunder, an equitable adjustment may be made to Consultant's compensation and schedule. An equitable adjustment shall not apply to work suspended or terminated due to Consultant's failure to perform in accordance with the terms of this Agreement. Upon termination of this Agreement, with or without cause, Consultant shall, within 14 days, submit to the City all documents and information, as described in Paragraph 12 above herein, in its possession, and shall submit final payment invoice information. The City shall not make final payment until Consultant submits all said documents and information. The City shall place in escrow any amount of the final payment that it disputes is due, and, upon placing said amount in escrow, Consultant shall surrender all said documents and information as though it had been paid in full.

28. **Dispute Resolution:** The City and Consultant agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve by the dispute by direct negotiation or mediation. Any dispute that cannot be resolved by this negotiation will be submitted to mediation conducted in accordance with the current Industry Mediation Rules of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ADR) as they may mutually agree upon. The City and Consultant agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement among them, and any party elects thereafter to institute legal proceedings, the forum for any such action relating to this Agreement shall be in courts located in the Commonwealth of Massachusetts, either state or federal.

29. **Successors and Assigns:** The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

30. **Assignment; Transfer of Ownership:** Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. The City reserves the right to terminate this Agreement by written notice in the event of a sale or transfer of ownership in the Consultant's business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Further, except as noted in the Scope of Services, Consultant shall not subcontract for any service or portion thereof to be rendered under this Agreement without the prior written consent of the City. No Subcontractor to the Consultant shall have recourse against the City for payment of monies alleged to be owed to the

Subcontractor by the Consultant, and the Consultant shall include in all contracts with its Subcontractors language so providing.

31. **Project Manager:** Consultant's Project Manager shall be available to direct and coordinate activities of the project to ensure that the project progresses on schedule and within the prescribed budget. Any change in Project Manager assigned to the City by Consultant requires the written approval of the City or its designee.

32. **Staffing:** Consultant agrees to staff the project with a sufficient number of qualified personnel ("Project Team") to assure at all times effective and timely management, administration and superintendence with respect to the services to be provided by the Consultant. The City may require replacement of any member of the Project Team and may require increased levels of staffing by Consultant if necessary to achieve proper management, administration, and superintendence. Consultant shall not replace members of the Project Team without prior written consent of the City which consent shall not be unreasonably withheld.

33. **Laws Governing Consultant:** Consultant's activities hereunder shall be governed by the laws of the Commonwealth of Massachusetts, unless otherwise specified.

34. **Entire Agreement:** This Agreement, together with all Appendices, Addenda, the Commonwealth of Massachusetts Standard Designer Application, the Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements, and Certificate as to Payment of State Taxes constitute the entire Agreement between the City and Consultant and supersede all prior written or oral understandings. This Agreement and said Appendices, Addenda, the Commonwealth of Massachusetts Standard Designer Application, Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements and Certificate as to Payment of State Taxes may only be amended, supplemented, modified or canceled by a written instrument duly executed by the City and Consultant.

35. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, unless otherwise specified.

36. **Paragraph Headings:** The paragraph headings in this Agreement are for convenience of reference only and in no way define, increase or limit the scope or intent of any provision of the Agreement.

37. **Authorized Signature:** The undersigned individual, who has signed and executed this Agreement on behalf of Consultant, hereby: 1) represents, warrants, and certifies to the City of New Bedford that he/she is authorized by Consultant to sign and execute this Agreement on its behalf and bind it to the obligations, terms, and conditions of the corporation set forth herein; 2) acknowledges that the City of New Bedford is relying upon such representation, warranty, and certification and will be damaged thereby if he/she is not so authorized; and, 3) agrees to indemnify and hold harmless, personally and in his/her own stead, the City of New Bedford, its officers, agents, attorneys, employees, and representatives, however described or characterized, against and from legal liability for all judgments, losses, and expenses and any and all claims and/or damages, whether direct or indirect, choate or inchoate, that it, or any of them, may incur and/or suffer, if he/she is not so authorized.

38. Supplemental Designer Certifications

In accordance with Massachusetts General Laws Chapter 7C, Section 50, the undersigned states that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amount if the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs; and certifies under penalties of perjury that:

- a. The designer, interior designer or construction manager 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.
- b. No consultant to or subcontractor for the designer, interior designer or construction manager has given, offered or agreed to give any gift, contribution or offer of employment to the designer, interior designer or construction manager, or to any other person, corporation or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer, interior designer or construction manager.
- c. No person, corporation or other entity, other than a bona fide full-time employee of the designer, interior designer or construction manager, has been retained or hired by the designer, interior designer or construction manager to solicit for or in any way assist the designer, interior designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer or interior designer.
- d. The designer or interior designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and the designer or interior designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R(d).

All applicable provisions of the Massachusetts General Laws, including without limitation M.G.L. c.7C, §§ 44-58, inclusive, are incorporated into the Agreement as if fully set forth herein, and shall prevail over any conflicting provisions of this Agreement

CITY OF NEW BEDFORD
SAMPLE STANDARD CHANGE ORDER FORM

Contract or P.O. Number:	Vendor:
	Email:
Project Name:	Original Contract or P.O. Date:
Change Order #:	G/L Account Number:
Change Order Date:	
Contract Change Is As Follows:	

Not valid until signed by Vendor, Dept. Head, Auditor, Purchasing Dept., Solicitor, CFO and Mayor

Original Contract Amount	
Net change by prior Change Orders	
Contract Sum prior to this Change Order	
Net change by this Change Order	
New Contract Sum including this Change Order	
Contract Term Adjustment	
New Contract Completion Date	

Architect <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> By: _____ Title: _____	City of New Bedford, Massachusetts <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> By: Jonathan F. Mitchell Title: Mayor
Certified that funds are Available <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> By: Brennan Morsette Title: Assistant City Auditor	Department of Facilities and Fleet Management <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> By: Mark Champagne Title: Director
APPROVED as to Form and Legality <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> By: Elizabeth McNamara Title: Associate City Solicitor	CFO <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> By: Michael Gagne Title: Interim Chief Financial Officer
PURCHASING DEPARTMENT <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> By: Molly Gilfeather Title: Director of Purchasing	Community Boating Center <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> By: _____ Title: _____

The parties acknowledge that they have read and understand this Change Order and agree to be bound by its terms. The parties further agree that the complete and exclusive agreement between the parties relating to the services described herein consists of this Change Order. This Change Order supersedes all Cs or other prior acknowledgements, oral or written, and all other communications between the parties relating to this subject. This Change Order is an amendment to the original contract between the parties, and all contract provisions shall apply, unless specifically exempted.

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Bidder Is Filing:		2. Project #								
			This space for use by Awarding Authority only.								
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:		3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)									
3b. Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:									
3c. Federal ID #:		3g. Name and Address Of Parent Company, If Any:									
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: Telephone No: Fax No.:		3. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/>									
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):											
Admin. Personnel	_____	(_____)	Ecologists	_____	(_____)	Licensed Site Profs.	_____	(_____)	Other	_____	(_____)
Architects	_____	(_____)	Electrical Engrs.	_____	(_____)	Mechanical Engrs.	_____	(_____)		_____	(_____)
Acoustical Engrs.	_____	(_____)	Environmental	_____	(_____)	Planners: Urban./Reg.	_____	(_____)		_____	(_____)
Civil Engrs.	_____	(_____)	Fire Protection	_____	(_____)	Specification Writers	_____	(_____)		_____	(_____)
Code Specialists	_____	(_____)	Geotech. Engrs.	_____	(_____)	Structural Engrs.	_____	(_____)		_____	(_____)
Construction Inspectors	_____	(_____)	Industrial	_____	(_____)	Surveyors	_____	(_____)		_____	(_____)
Cost Estimators	_____	(_____)	Interior Designers	_____	(_____)		_____	(_____)		_____	(_____)
Drafters	_____	(_____)	Landscape	_____	(_____)		_____	(_____)	Total	_____	(_____)
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No											

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

CITY / TOWN / AGENCY

Prime Consultant
Principal-In-Charge

Project Manager for Study

Project Manager for Design

Discipline

(from advertisement)

Name Of Bidder
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline

(from advertisement)

Name Of Bidder
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline

(from advertisement)

Name Of Bidder
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline

(from advertisement)

Name Of Bidder
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

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

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

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

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

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

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>																																
Be Specific – No Boiler Plate																																	
11.	Professional Liability Insurance: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
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12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).																																
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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b.				e.																													
c.				f.																													
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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a.				d.																													
b.				e.																													
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16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Submitted by (Signature) _____</td> <td style="width: 50%;">Printed Name and Title _____ Date _____</td> </tr> </table>	Submitted by (Signature) _____	Printed Name and Title _____ Date _____																														
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CITY OF NEW BEDFORD

BIDDER'S QUALIFICATIONS AND REFERENCE FORM

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

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____

4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO
OR **MWBE**? ____ YES ____ NO

5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

____ YES ____ NO
IF YES, WHERE AND WHY?

7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES PROVIDE DETAILS.

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

9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF THREE (3) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? ____ YES ____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

CONTACT PERSON'S EMAIL: _____

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETD: _____

PUBLICLY BID? ____ YES ____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

CONTACT PERSON'S EMAIL: _____

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETD: _____

PUBLICLY BID? ____ YES ____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent)

CONTACT PERSON'S EMAIL: _____

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

DATE: _____ COMPANY: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION