

# TOWN OF MONTAGUE

Invites, in accordance with the Massachusetts General Laws Chapter 7C,  
Interested Parties  
To propose the best plan for the:

## *Design and Permitting of Roadway Flooding Protection at Montague City Road*



*Perennial stream running along Montague City Road, February 2018*

**Responses due to Montague Selectboard Office no later than**

**Wednesday, October 3, 2018 3:00 p.m.**

**Site Inspection and Briefing: Thursday September 20, 10:00AM**

**Deadline for written questions: Monday September 24, 3:00PM**

**A. INVITATION**

**MONTAGUE CITY ROAD FLOODING PROTECTION PROJECT: DESIGN AND PERMITTING  
SCOPE OF SERVICES**

The following outlines a Scope of the Service Tasks for which the consultant will prepare Schematic design and permitting documents for the Montague City Road Flooding Protection Project. The basic objective of the Consultant's efforts will be to employ low-impact, nature-based storm damage protection and other bio-engineering methods to adapt to seasonal flooding that routinely inundates Montague City Road- one of the Town's main thoroughfares. The Consultant will identify baseline conditions, identify conceptual solutions, produce a final schematic design, bid- ready plans and specification and file a notice of intent with the Montague Conservation Commission. The fixed fee amount for the scope of service tasks as outlined below is \$45,000.

*The Town of Montague reserves the right to continue with the selected engineer/landscape architect for additional services. These services may include bidding oversight and construction oversight. These services may be extended by contract with a negotiated fee for service.*

Towards this goal, the consultant will be responsible for the following scope of service tasks in accordance with all Federal/State/Local laws and regulations.

**Scope of Service - Tasks**

Task 1: Planning		Deliverables
1.1 Baseline Survey	Develop a baseline survey including topo, resource areas and mean high water level between Walnut Street and Turnpike Road on the south side of the right of way of Montague City Road.	Baseline Conditions Report including topographic, resources areas, and mean high water levels
1.2 Identify and assess alternative solutions	Identify and assess alternative conceptual solutions to prevent periodic roadway flooding using nature-based solutions with opinions of probable cost. At a minimum the solutions should have the capacity to contain a 100 year storm.	Summary of alternative conceptual solutions. Presentation to Montague SelectBoard
1.3 Preliminary schematic design	Prepare a draft schematic design and opinion of probable cost of the preferred alternative concept	Draft schematic design
1.4 Final Schematic design	Final schematic design and cost estimates based on comments provided by Town	Final schematic design incorporating comments from Town
Task 2: Design		
2.1 Plans and specifications 25% design	Develop bid-ready plans and specifications, after consulting with town at key project milestones (25% design)	Draft plans and specifications, town consultation notes. Presentation to Montague SelectBoard.
2.2 Plans and specifications 75% design	Develop bid-ready plans and specifications, after consulting with town at key project milestones (75% design) and	Draft plans and specifications, town consultation notes

	identify if any takings of land acquisitions are needed.	
2.3 Plans and specifications 100% design plans	Develop bid-ready plans and specifications, after consulting with town at key project milestones (75% design	Final plans and specifications in .pdf format and two hard copies.
<b>Task 3: Permitting</b>		
3.1	Prepare and file Notice of Intent, attendance at one Conservation Commission Hearing	Sign-in lists, Conservation Commission meeting notes, NOI

Proposals should include the firm's qualifications and relevant work experience, a listing of all personnel who will be working on this project and their responsibilities and qualifications, a timetable for completion of the scope of services, documentation that the firm meets insurance requirements (Errors and Omissions Insurance, coverage to be equal to 10% of the construction costs with a minimum of \$250,000 and if the designer has a deductible to their policy, this deductible will be subject to approval by the Town). The complete list of evaluation criteria is available upon request.

Three (3) copies of the sealed technical proposals and one (1) sealed copy of a separate fixed price proposal for MONTAGUE CITY ROAD FLOODING PROTECTION PROJECT should be submitted in writing by 3:00 p.m. on Wednesday October 3, 2018. to the Town of Montague, Selectboard Office, 1 Avenue A, Turners Falls, Massachusetts 01376 The envelope containing the non-price proposals shall be marked "MONTAGUE CITY ROAD FLOODING PROTECTION PROJECT NON-PRICE PROPOSAL", and the price proposal shall be marked "MONTAGUE CITY ROAD FLOODING PROTECTION PROJECT PRICE PROPOSAL".

For additional information, please contact Walter Ramsey by phone at (413) 863-3200 extension 112, or at the [planner@montague-ma.gov](mailto:planner@montague-ma.gov).

An optional walk-through and project briefing will be held on Thursday, September 20, 2018 at 10:00AM. Meet across the street from 222 Montague City Road. The deadline for questions is Monday, September 24 at 3:00PM.

The Town of Montague reserves the right to reject all proposals in the interest of sound business practices. The Town of Montague is Affirmative Action/Equal Opportunity Employers and encourages proposals from qualified minority and women owned businesses.

**B. EXISTING CONDITIONS DESCRIPTION**

The existing problem is that a section of Montague City Road floods seasonally following high rain occurrences. An unnamed perennial stream runs alongside Montague City Road for 1/2 mile and the average high water level is roughly equal to the roadway for a portion. The stream hops its banks during high flow events and inevitably floods the roadway. According to the Montague Highway Department, the stream floods the roadway when rainfall exceeds 1.5 inches. Franklin County experiences an average of 7 days of rainfall over 1.5" per year, which is consistent with the frequency that Montague City Road is closed due to flooding. The roadway flooding traps residences along the roadway, disables vehicles, requires emergency workers to establish a detour.

The Study Area is within the Montague City Road Right of Way from Walnut Street to Turnpike Road, along Montague City Road. This is where flooding regularly occurs on the roadway. The right of way is held by the Town of Montague. An abandoned railroad bed owned by Boston and Maine runs parallel to the right-of way. The Town has initiated contact with the Railroad about and work proposed work that may potentially impact their property. The Town Planner will facilitate communications and obtaining of permissions from the Railroad.

### **C. PROJECT DESCRIPTION**

The goal is to adapt to seasonal roadway flooding using low-impact, nature based solutions. This means that instead of reconstructing the road, armoring banks or dredging a new channel (all of which typically damage resource areas and exacerbate downstream flooding), the Consultant will be tasked to design a solution that will support restoration of bordering wetlands and by potentially by allowing an unnamed stream to capture its natural floodplain.

While specific solutions have yet to be planned and designed, the Town's engineering consultant will be tasked with the specific parameters to incorporate nature-based solutions, inclusive, but not limited to the following:

**Wetlands Restoration-** Within the municipal Right-of-Way there are substantial areas at the top of the bank that have silted up during high water events. By removing deposited sediment to traditional mean annual high water level and replanting with native wetlands plants, the stream's ability to better absorb high water volumes will increase.

**Floodplain Recapture-** The Stream runs parallel to Montague City road and an abandoned railroad bed owned by the Boston and Main Corporation. Opposite that railroad bed is an extensive wetlands system that once served as the floodplain for the stream.

**Evaluation of culverts-** There are three culverts in the watershed downstream from the flooding area that will be evaluated for right-sizing. There is at least one clogged, undersized culvert under the abandoned railroad bed in the flooding area.

The need for this project has been specifically identified in the Montague Multi-Hazard Mitigation Plan (2015) and was also identified as a "high, short term priority" in Montague's Community Resiliency Workshop Draft Report (May 2018, page 14). The specific project falls under one of Montague's top priority recommendations to "improve resiliency of Montague's transportation, energy, and wastewater infrastructure" (page 12). The plan is available here: <https://www.montague-ma.gov/p/391/Municipal-Vulnerability-Preparedness-Program>

Montague City Road is an Emergency Evacuation route within the Town of Montague. Records going back to the 1970's show that the stream adjacent to Montague City Road was periodically dredged and channelized to minimize roadway flooding. This practice was established by the Mass Department of Transportation when Montague City Road was a state highway. The practiced was continued to the 1990's by the Montague Highway Department when conservation laws such as the Riverfront Protection Act made dredging less feasible. Over the last 20 years the stream has silted up and the community has endured seasonal flooding. However, Montague's MVP workshop highlighted the fact that the seasonal rainfall is predicted to increase in intensity and duration. Support from the Municipal Vulnerabilities Action Grant program will allow the town to plan and engineer a nature based solution.

### **D. CONTRACT PERIOD: *October 2018 until June 30, 2019***

The 100% design plans must be submitted to the Town by May 30 2019, per grant funding requirements.

### **E. DESIGN FEE:**

A separate fee proposal must be submitted. All fees will include all expenses both direct and indirect.

**A Fixed Fee has been established for this project for this project:**

Per Scope of Services           **\$ 45,000**

This is not a price competition; the Selectboard's decision will be based upon qualifications and experience with similar projects.

**F. PROPOSAL REQUIREMENTS**

The following items must be included in all proposals:

- General design experience of the consultant
- Acceptance of the scope of services as outlined in the RFP
- Outline similar experience in Massachusetts
- Attachment A - Price Form
- Attachment B - Certificate of compliance with local, state, and federal tax laws
- Attachment C - Certificate of Non-collusion
- Attachment D - Non-discrimination and Affirmative Action Certification
- Attachment E - Compliance Certifications
- Attachment F - Description of Applicant Business/Organization
- MBE/WBE eligibility certification, if applicable

**G. EVALUATION CRITERIA**

All proposals will be evaluated based upon minimum and comparative criteria. The Town will award a contract for this project to the consultant or individual who submits the most advantageous proposal based on consideration of specified evaluation and selection criteria. The Town will then evaluate the proposals using the comparative evaluation criteria. The Town may at its own discretion schedule interviews and score them.

**1. Minimum criteria:** Each proposal must meet all of the following criteria in order to be considered for further evaluation:

- Firm must have at least five (5) years of Municipal Design experience.
- Firm must have Massachusetts registered professional civil engineer and professional wetlands scientist on staff.
- Firm must provide examples of past projects that they have designed, managed and the outcome. Include budget, change orders and timely completion of the project
- Firm must have experience with projects funded by local, state and/or federal programs
- Firm must have experience involving renovations to municipal property
- Firm must provide three (3) written professional references for similar projects, including names, addresses, projects you worked on, their costs, funding sources, and phone number
- List of similar projects completed in the past two years including names, addresses, their costs, funding sources, and phone number for reference purposes.

**2. Comparative Criteria:** The following rating will be used to evaluate those firms that meet the minimum evaluation criteria listed above. Those proposals that do not meet the minimum criteria may be reviewed at the town's discretion. If a proposal scores *Not Advantageous/Does Not Meet* on any of the following comparative criteria the Town may consider the proposal unacceptable and not review it any further. The Town will consider the following comparative criterion for award:

***Highly advantageous***

***Advantageous***

***Not Advantageous/Does Not Meet***

Proposal excels on the specific criterion

Proposal meets evaluation standard for the criterion

Proposal does not fully meet the evaluation criteria, leaves a question or issue not fully addressed, or does not address the element

The criteria that will be used for comparative purposes are the following:

### **EVALUATION OF DESIGN EXPERIENCE**

A firm's work examples and approach to the problem will be evaluated in conjunction with examples submitted of similar projects for municipal park improvements and the firm's references.

*Standard Criterion:* A Consultant that clearly demonstrate their experience working on similar projects including ecological restoration, bank stabilization, and roadway stabilization, that understand the community's needs for the Montague City Road Flooding Protection Project, that articulate understanding of the project based upon experience, background, and examples. Has had direct experience working with state or federally funded projects will be considered highly advantageous.

***Highly advantageous***

Proposal excels on the specific criterion

***Advantageous***

Proposal meets evaluation standard for the criterion

***Not Advantageous/Does Not Meet***

Proposal does not fully meet the evaluation criteria, leaves a question or issue not fully addressed, or does not address the element

### **QUALIFICATION OF PROJECT PERSONNEL – PROJECT TEAM**

**(Project Manager, assigned design professionals and subcontractors)**

*A key consideration for the Town is the ability of the team to begin work immediately, complete the design and maintain the project budget.*

*Standard Criteria:* A Project Team that demonstrates experience with ecological restoration and floodplain projects and has seen its work translated into actual construction. The project team has completed projects in a timely fashion; work has adequately taken into account community concerns and has a history of cost controls during construction. This will be amplified by the impact of the design and the demonstrated experience with state and federal funding resources.

***Highly advantageous***

Proposal excels on the specific criterion

***Advantageous***

Proposal meets evaluation standard for the criterion

***Not Advantageous/Does Not Meet***

Proposal does not fully meet the evaluation criteria, leaves a question or issue not fully addressed, or does not address the element

### **RESPONSIVENESS TO REQUEST FOR QUALIFICATIONS**

The Town is interested in how well the consultant understands the project requirements, the their approach to the project in meeting the specific needs of the Town, their level of interest, that they have demonstrated a commitment to the project timetable, project scope of services and the overall quality of the consultant's proposal.

***Highly advantageous***

Proposal excels on the specific criterion

***Advantageous***

Proposal meets evaluation standard for the criterion

***Not Advantageous/Does Not Meet***

Proposal does not fully meet the evaluation criteria, leaves a question or issue not fully addressed, or does not address the element

## **FINANCIAL STRENGTH**

### ***Highly Advantageous***

Consultant, or Lead Consultant if a team, has revenues greater than \$500,000 per year.

### ***Advantageous***

Consultant, or Lead Consultant if a team, has revenues equal to \$500,000 per year

### ***Not Advantageous/Does Not Meet***

Consultant, or Lead Consultant if a team, has revenues less than \$500,000 per year.

## **INTERVIEW**

**The Town, after** reviewing proposals and at its sole discretion, **may** interview firms that meet the minimum and comparative criteria (finalists).

The interview will be held to determine the most **highly advantageous** firm based on the following:

- The professional experience of the consulting team with preparation of bid ready plans and specifications for municipal park improvement projects
- The specific details of the work plan presented by the team and questions asked of interviewers.
- The experience of personnel assigned to the project
- Presentation skills

## **H. RULE OF AWARD:**

The award will be made according to the following guidelines (in accordance with Montague's Designer Selection Guidelines):

- The proposals will be evaluated by an Designer Review Panel (DRP) composed of representatives of the Town of Montague assigned by the Chief Procurement Officer.
- Price and non-price proposals will be separated.
- The non-price proposals will be opened at the time specified in this RFP in the presence of one or more witnesses. Each proposal will be examined to determine whether it meets all submission and quality requirements specified in this RFP. Any proposal that fails to comply with these requirements will be considered non-responsive and eliminated from the competition. The price proposals will not be made available to the review committee until completion of the evaluation of the non-price proposals.
- The non-price proposals will be evaluated by the DRP according to the comparative evaluation criteria in Section G.  
Evaluations will be in writing and will indicate the rating given for each criterion, the reasons for the rating, a composite rating of each proposal, and the reasons for the composite rating.
- Finally, the price proposal for the firm rated most advantageous will be opened. If the price proposal of the highest rated firm is within the project budget, references will be checked and an award recommendation made pending approval by the Town of Montague Selectboard. If the price proposal for the firm rated most advantageous exceeds the project budget, the firm will be contacted and the price negotiated. If no negotiation is possible, the price proposal for the next highest rated firm will be opened and the same process will be followed.
- The Town of Montague reserve the right to waive minor discrepancies or permit a competing firm to clarify such discrepancies and to conduct discussions with all qualified competing firms in any manner necessary to serve the best interest of the project. The Town of Montague reserves the right to award the contract up to 21 days after the proposal due date. The Town also reserves the right to award a contract based upon written proposals received without prior discussions or negotiations.

**I. PROJECT TIMETABLE**

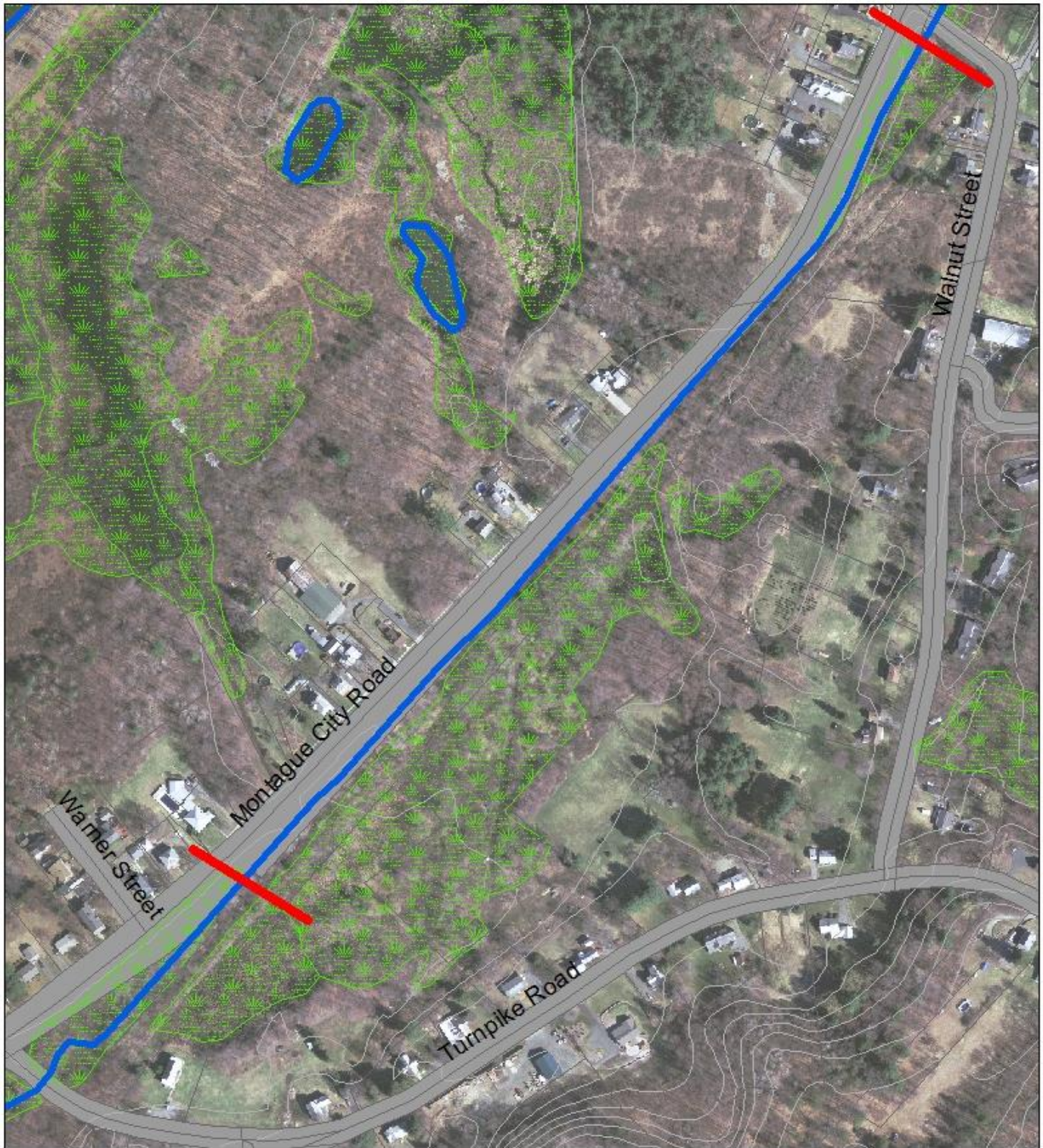
October 2018  
November 1, 2018  
May 30, 2019

Award Contract  
Project Startup Meeting  
Final Plans and Specifications

**J. MISCELLANEOUS ARTICLES**

- The Consultant shall maintain worker's compensation for all employees in accordance with Massachusetts General Law.
- The Consultant shall deposit evidence of such insurance prior to the commencement of the project.
- The Consultant shall be solely responsible for all claims of whatever nature arising out of the rendering of services by the Consultant during the term of this proposal and the Consultant shall indemnify and hold harmless against the same to the extent permitted by law.
- The selection of the successful proposer shall be made without regard to race, color, sex, age, religion, political affiliation or national origin.





0 0.04 0.08  
Miles

N



Produced by Montague Planning and Conservation Department for informational purposes. All boundaries are approximate.  
8.30.2018

## **Montague City Road Flooding Study Area**

**Attachment A**

**Price Proposal Submission Form**

**MONTAGUE CITY ROAD FLOODING PROTECTION PROJECT: DESIGN AND PERMITTING**

Name of firm: \_\_\_\_\_

Street address: \_\_\_\_\_

City/Town: \_\_\_\_\_

State/ZIP: \_\_\_\_\_

Please refer to Attachment A of this RFP for the Scope of Work.

Cost for Scope: \_\_\_\_\_

Submitted by:

Name/Title: \_\_\_\_\_

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

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

FED TAX ID NUMBER: \_\_\_\_\_

**Attachment B**

**Certificate of Tax Compliance**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, the signatory for  
(Print/type name of contractor)

Certifies under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Contractor:

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

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Attachment C**

**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of person signing proposal

\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Date

**Attachment D**

**Non-discrimination and Affirmative Action Certification**

The Consultant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S. 791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S 98 et. seq.; or any amendments to these provisions. Pursuant to Executive Orders 227 and 247, the Consultant is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The Town of Montague shall not be liable for any costs associated with the Consultant's defense of claims of discrimination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of person signing proposal

\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Date

**Attachment E**

**Compliance Certifications**

Qualifications: The Consultant represents that it is qualified to perform the services required under this contract and possesses or shall obtain all requisite licenses and permits.

Tax Compliance Certification: Pursuant to MGL c. 62C, Section 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Employment Security Contributions and Compulsory Workers' Compensation Insurance: Pursuant to MGL C. 151A, S. 19 and MGL C. 152, the Consultant certifies their compliance with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws regarding required workers' compensation insurance policies.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of person signing proposal

\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Date

**Attachment F**

**Description of Applicant Business/Organization**

Firm: \_\_\_\_\_

Check the appropriate line(s):

The names organizational entity submitting this proposal is:

\_\_\_\_\_ A corporation

\_\_\_\_\_ A partnership

\_\_\_\_\_ A sole proprietorship

\_\_\_\_\_ Minority owned

\_\_\_\_\_ Woman owned

This page must be signed by an individual with authority to commit the proposing entity to a binding agreement.

Firm: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Printed name of authorized official: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

Federal tax ID: \_\_\_\_\_

**Attachment G**

**Form of Contract**

**AGREEMENT**

BY AND BETWEEN THE TOWN OF MONTAGUE

AND

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Town of Montague, with administrative offices at \_\_\_\_\_ (hereinafter referred as "the AUTHORITY") and, \_\_\_\_\_, (hereinafter referred to as "CONSULTANT").

WHEREAS the Town of Montague (hereinafter "TOWN"), has entered into an agreement with the Commonwealth of Massachusetts' Executive Office of Energy and Environmental Affairs Municipal Vulnerabilities Action Grant Program to undertake a design and permitting for a solution to seasonal flooding at Montague City Road;

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT:** The TOWN hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.

2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services to implement the Project as described in the Consultant Scope of Services in Attachment A.

3. **RESPONSIBILITY OF THE TOWN:** The TOWN shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

3.1 The TOWN shall designate a project representative authorized to act on its behalf with respect to the project. The TOWN representative is Walter Ramsey. Telephone: 413-863-3200 x 112.

4. **SUBCONTRACTS:** No subcontracts may be awarded by the CONSULTANT the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the AUTHORITY.

5. **TIME OF PERFORMANCE:** The services of the CONSULTANT are to commence on or about \_\_\_\_\_, and shall be undertaken and completed in sequence as to assure their expeditious completion.

5.1 All services required hereunder shall be completed by May 31, 2019.

6. **COMPENSATION:** The TOWN will pay the consultant a fee based on the phases and extra services compensation schedule contained in the "Method and Schedule of Compensation", with no reimbursement for out-of-pocket expenses, including duplication, found as Attachment B. In no event shall the contract amount exceed \_\_\_\_\_ without written approval of the TOWN.

7. **GENERAL PROVISIONS:**

7.1 **RETENTION OF RECORDS:** The CONSULTANT shall maintain in accordance with 24 CFR Part 85, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with

this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

7.2 ACCESS TO RECORDS: The CONSULTANT will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Contract available at all reasonable times for inspection, review and audit by Montague or its authorized representative.

7.3 TERMINATION: The TOWN may terminate the contract, for cause, upon 15 days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents shall become the property of the TOWN.

7.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachment B.

7.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing by the signatories hereto.

7.5 NON DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88 352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90 284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 113 and 227; and Mass. CDBG regulations, procedures or guidelines.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, gender, age, ancestry, handicap, veteran's status, sexual orientation, sexual identity and any other legally recognized protected class. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, gender, age, ancestry, handicap, veteran's status, sexual orientation, sexual identity and any other legally recognized protected class. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, gender, age, ancestry, handicap, veteran's status, sexual orientation, sexual identity and any other legally recognized protected class.

7.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in 24 CFR 85.36, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; Chapter 30B; and Chapter 193 of the Acts of 2004. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small, minority, and women-owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.

7.7 CONFLICT OF INTEREST: Each party shall adhere to the provisions of Massachusetts General Laws,

Chapter 268A, and the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq. with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

7.8 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS: All activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the TOWN'S Grant Agreement with Mass Executive Office of Energy and Environmental Affairs and all its attachments. all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by Department of Environmental Protection.

The CONSULTANT shall abide by the regulations of the Massachusetts Office of Small, Women Owned, and Minority Businesses as they relate to this project.

8. AVAILABILITY OF FUNDS: The compensation provided by this agreement is subject to the continued availability of State funds for the Municipal Vulnerabilities Program, and to the continued eligibility of the Commonwealth and the TOWN to receive such funds.

9. INDEMNIFICATION: The CONSULTANT will indemnify, and hold The Town of Montague and their officials, agents, servants and employees harmless from and against any and all liability including suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees for damage to persons or property of any kind whatsoever arising out of any and all activities to be conducted by the CONSULTANT pursuant to this Contract.

10. LICENSES AND FEES: The CONSULTANT shall obtain all licenses and permits required to conduct the activities pursuant to this Contract and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

11. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L., C. 66 section 10, regarding access to public records.

12. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Town of Montague

13. CERTIFICATIONS: The Certificate of Tax Compliance, Certificate of Non-Collusion, Form EO 481, and Certification of Drug-Free Workplace must be completed and submitted as part of this contract.

14. INSURANCE: The CONSULTANT shall at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Indemnification Section. All insurance shall be by insurers and for policy limits acceptable to the TOWN, and before commencement of work here under the CONSULTANT agrees to provide the TOWN with certificates of insurance or other evidence satisfactory to the TOWN to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."



For the purpose of the Contract, the CONSULTANT shall carry the following types of insurance in at least the limits specified below:

**COVERAGE LIMITS OF LIABILITY**

Workers' Compensation Employers' Liability	Statutory
Bodily Injury Liability (except automobile)	\$500,000.00
Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 per occurrence
Automobile Property Damage Liability	\$1,000,000 per occurrence
Professional Liability	Minimum of \$250,000 per occurrence

The Town of Montague shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

15. **RIGHTS AND REMEDIES:** The TOWN'S rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

16. **MODIFICATION, WAIVER OR CHANGE:** No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto.

17. **ASSIGNMENT:** The TOWN and CONSULTANT recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

18. **SUCCESSORS AND ASSIGN:** The TOWN and the CONSULTANT each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

19. **ENTIRE UNDERSTANDING:** This Contract, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

20. **SEVERABILITY:** In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, and then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

21. **OWNERSHIP OF DOCUMENTS:** The parties agree that all documents, files, and plans (paper and electronic) that are created for the project by the CONSULTANT shall belong to the TOWN.

22. **JURISDICTION:** This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only therein.

23. **DEBARRMENT:** The contractor hereby certifies by their signature that they are not debarred from doing business in Massachusetts.

24. **REGISTRATION OF FOREIGN CORPORATION:** The Contractor hereby certifies that it meets the registration requirements for foreign corporations, under M.G.L. c. 30, §39L, specifically Northern Ireland or other prohibited nations as detailed by M.G.L., as amended.

25. **DRUG FREE WORKPLACE:** The contractor by their signature certifies that it has a drug free

workplace and policy.

26. ATTACHMENTS: The following are attached and are an integral part of this contract:

- Attachment A - Scope of Services
- Attachment B - Fee Schedule
- Attachment C – E.O.481
- Attachment D - Insurance Documents provided by the Company
- Attachment E– Legal Advertisement- Request for Proposals

IN WITNESS THEREOF, the AUTHORITY and the CONSULTANT have executed this AGREEMENT under seal in Duplicate as of the date above written.

**CONTRACTOR**

\_\_\_\_\_  
Witness

Signed: \_\_\_\_\_

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

Its: \_\_\_\_\_

**TOWN OF MONTAGUE**

\_\_\_\_\_  
Witness

Signed: \_\_\_\_\_

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

Its: \_\_\_\_\_

Certification as to Availability of Funds:

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Date

Approval of Contract as to Appropriate Procurement Method:

\_\_\_\_\_  
Chief Procurement Officer, Town of Montague

\_\_\_\_\_  
Date

**CONTRACT ATTACHMENT A**

**{Scope of Services as outlined in this RFP above}**

**CONTRACT ATTACHMENT B**

**METHOD AND SCHEDULE OF COMPENSATION**

Monthly progress payments will be made within 30 days of receipt of an itemized invoice from the Consultant. Invoices will be prepared by the Consultant at the end of each month.

MAXIMUM FEE available under this contract: \$45,000

**CONTRACT ATTACHMENT C**

**E.O.481 FORM**

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION  
PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS

CONTRACTOR LEGAL NAME: \_\_\_\_\_  
CONTRACTOR VENDOR/CUSTOMER CODE: \_\_\_\_\_

**INSTRUCTIONS:**

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

**CONTRACTOR CERTIFICATION:**

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

\_\_\_\_\_  
Contractor Authorizing Signature

\_\_\_\_\_

Print Name

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that is filed with the contracting Department.

**CONTRACT ATTACHMENT D**

**CONSULTANT'S INSURANCE BINDERS**

**CONTRACT ATTACHMENT E**

**Legal Advertisement: Request for Proposals**