LEGAL NOTICE
CITY OF MEDFORD

REQUEST FOR QUALIFICATIONS (RFQ)
RFQ 21-0131
COMPREHENSIVE MASTER PLANNING PROCESS

The City of Medford, Massachusetts, acting through its Office of Community Development, in concert with the Community Development Board, is seeking proposals from professional consultants to undertake a public planning process to prepare a Comprehensive Plan for the City with a thirty year planning horizon and a ten year action plan.

This project is being Electronically Bid (E-Bid). All proposals shall be submitted online to www.BidNetDirect.com prior to October 23, 2020 at 10 a.m. Hard copy proposals will not be accepted by BidNetDirect.com. You can register to become a proposer online at www.BidNetDirect.com. For assistance, contact BidNetDirect.com at 800-835-4603. In addition, an original and five (5) paper copies must be submitted to Ms. Fiona Maxwell, Acting Chief Procurement Officer with a reference to RFQ 21-0131 Comprehensive Master Planning Process.

Proposal Documents will be available online at https://www.bidnetdirect.com/massachusetts/cityofmedford on Wednesday, September 23, 2020. All plan holders must have an active online account on www.bidnetdirect.com to acquire documents, receive project notifications, and to submit your technical and price proposal electronically.

Each Proposal shall be submitted in accordance with the Submission Requirements within the RFQ and M.G.L. c. 7C, §§ 44 through 58 shall apply to this project. It is the responsibility of prospective proposers to check www.BidNetDirect.com for new information via any addenda to this solicitation. Any addenda issued will be emailed to all plan holders registered with BidNet.

The City of Medford reserves the right to accept any bid, in whole or in part, to reject any/or all bids and to waive minor irregularities and/or informalities as it deems to be in the best interest of the City.

MBE’s/WBE’s/DBE’s are encouraged to submit proposals.

Fiona Maxwell
Acting Chief Procurement Officer
781-393-2465
CITY OF MEDFORD
OFFICE OF COMMUNITY DEVELOPMENT
REQUEST FOR QUALIFICATIONS (RFQ)
21-0131
COMPREHENSIVE MASTER PLANNING PROCESS

September 23, 2020

Submission date:

October 23, 2020 by 10 AM

Fiona Maxwell
Acting Chief Procurement Officer
Medford City Hall - Room 105
Medford, MA 02155
**Purpose**

The City of Medford, acting through its Office of Community Development, in concert with the Community Development Board, pursuant to Massachusetts General Laws (MGL) c. 7C, §§ 44 through 58, is seeking proposals from professional planning consultants to undertake a public planning process to prepare a Comprehensive Master Plan for the City, as described in MGL c. 41 §81D.

Medford has a strong planning legacy but, to the best of our knowledge and research, has not undertaken a Comprehensive Master Plan. The Comprehensive Master Planning process is expected to take approximately twelve-to-eighteen months and result in a long-range vision for the City with corresponding policy and guidance for implementation of the Plan over the next ten years. The Plan will provide a basis for decision-making about climate adaptation and mitigation practices, land use planning and redevelopment, budget preparation and capital improvement planning for public facilities and services, and economic development for the City of Medford’s future.

The purpose of this RFQ is to provide guidelines for the submission of proposals. Since the process used to develop the Comprehensive Master Plan will be critical to its success, Medford is seeking an individualized and innovative approach to the Comprehensive Master Planning process that can be executed during the ongoing public health emergency.

The Plan will build off recent and ongoing planning efforts, including a Housing Production Plan that is currently underway, the recently completed Open Space and Recreation Plan Update (2019), the recently completed Climate Change Vulnerability Assessment (2019) and the Climate Action and Adaptation Plan (2021) that is nearing completion. In addition, the Medford City Council is leading an effort to analyze the existing Medford Zoning Ordinance. The Comprehensive Master Planning process will collaborate with and build off of this analysis to identify additional zoning changes necessary to achieve the vision identified through the Comprehensive Master Planning process.

The City of Medford is putting a large emphasis on public participation, including more than is required as a part of Massachusetts General Law c. 41 §81D. As such, the City is looking for a prospective Consultant (hereinafter referred to as Designer) who has a demonstrable history of engaging with the public and community, using techniques designed to engage with a diverse population that is representative of the City of Medford, and who is prepared to engage in communication techniques dictated by the impact of the current global health emergency.

Given the accelerated nature and desire for robust public engagement, as well as the importance of including elements of climate resiliency, environmental concerns, and an understanding of our historic resources, it is expected that the successful firm will have the capacity to accommodate the City’s priorities within the specified timeframe, either as a single entity or a group of smaller entities. It is the further expectation that, based on the timeline and engagement specifications, the successful proposal will outline how this can be achieved in light of the current public health crisis and state of emergency.
This project is expected to be executed over the course of multiple fiscal years and include robust and representative community engagement, culminating in the production of a Comprehensive Master Plan as outlined in Massachusetts General Law c. 41 §81D.

Following the production, the City anticipates utilizing the Comprehensive Master Plan and the work slated to be undertaken by the Medford City Council to overhaul Medford’s Zoning Code and Map, as outlined in Massachusetts General Law c. 41 §§81E-H et. seq and other relevant City policies and regulations and support the city through the regulatory process needed to implement these changes.

The Comprehensive Master Planning process is expected to achieve the following overarching goals:

1. Document a clear vision;
2. Connect public investment to that vision;
3. Connect regulation to that vision;
4. Create a roadmap for thinking and acting from a comprehensive perspective;
5. Provide an excellent system for project review.

The process will be driven by the following objectives:

a. Proceed with a maximum of community involvement and public participation;
b. Be consistent with the goals, vision and aspirations of the community;
c. Recognize the unique history, attributes, and needs of Medford;
d. Build on existing plans, studies and reports;
e. Coordinate with the Commonwealth of Massachusetts and other regional plans;
f. Be unique, forward-thinking, and specifically tailored to the City of Medford;
g. Set a clear direction for the City by including both long-range visioning and specific policies and implementation strategies for the next ten years;
h. Be specific enough to capture the desired vision for the City but general and comprehensive enough to be adapted for unanticipated change and shifts;
i. Contain measurable goals, performance indicators, and methods to track progress toward implementation;
j. Be shareable, enjoyable, and accessible for all community members.

Plan development will be funded through Community Development Block Grant funding and will begin as soon as practicable, running through FY22.

**Background**

**Community Profile**

Founded in 1630, Medford is the fourth oldest English settlement in America. Medford contains many historic sites, monuments, and houses, some of which date back to the 17th century. In 1892, Medford became incorporated as a city and now has a diverse growing population of almost 60,000.
Medford has a unique position in the Greater Boston region. Five miles northwest of Boston proper, it houses part of the Tufts University-Main Campus and is in close proximity to the new Encore Boston casino. It has a land area of 8.2 square miles and its proximity to Boston, access to major roadways, public transportation, and Logan Airport make Medford an attractive option for its residents, businesses, and commuters with clear opportunities for Transit Oriented Development.

The City of Medford has developed a Climate Change Vulnerability Assessment and is in the process of a Climate Adaptation Planning Process with goals set by the City that include a region-wide net-zero by 2050 goal and mitigating the negative consequences of climate change for Medford residents.

Transportation is a significant issue in Medford. In addition to the MBTA Wellington Station Orange Line station, the City has a commuter rail station on the Lowell Line in West Medford, just one stop from North Station in Boston. Three MBTA bus routes, two local and one express, stop directly on High Street at West Medford Station. Ongoing public transit improvements include the extension of the Green Line from Lechmere Station to the Hillside area of Medford. The Green Line Extension project involves construction of six new Green Line stations along two branches (the Medford Branch and Union Square Branch) along with the relocation and reconstruction of Lechmere Station. The Medford Branch will become part of the “D” Branch. The new line is expected to be completed at the end of 2021. Transit is important to some residents, but the headway between bus service is not short enough to make it attractive to residents who have a choice. Medford residents frequently push for more frequent and reliable bus service through the city. There are also significant concerns about the potential for an increase in vehicles coming through the city to access the new Green Line station. While this project is being built as a mitigation effort for I-93, local residents fear traffic increases due to the new stops.

The Chevalier Theatre had recently become a staple of downtown Medford, and one of the Boston area’s hidden gems, when the pandemic hit. This performance art theatre was built in 1939 as part of the old Medford High School complex and currently represents a historical landmark, a memorial to a hero, and a cultural icon. In 2018 the Chevalier Theater’s management was contracted to a professional management company and has become an economic engine for the Medford Square business area. Local restaurants have seen a direct correlation between increases in customers and Chevalier shows. The 2020 global health emergency threatens this recent resurgence in Medford Square.

Form of Government
The City operates under a strong Mayor/City Council form of government. Both the Mayor and the seven-member City Council are elected to two-year terms. A new administration took office in January 2020. The City Council makes legislative decisions and the Mayor is responsible for carrying out policies and for managing the day-to-day operations of the City.

The Office of Community Development administers municipal functions in the field of city planning and sustainability, coordinating development efforts to improve the city’s social, physical and economic conditions. The Office also administers the City’s annual Community Development Block Grant program
funded by the US Department of Housing and Urban Development. The seven-member Community Development Board is appointed by the Mayor and serves as the planning board for the City of Medford. The Board’s responsibilities include administration of the Subdivision Control Law, conducting site plan review for major projects, reviewing and recommending changes to the Zoning Ordinance, and general planning to guide growth and development in a coordinated and comprehensive manner. The three member Zoning Board of Appeals (ZBA) is appointed by the Mayor and regularly reviews applications for variances, appeals, special permits, and comprehensive permits. The City Council, Zoning Board of Appeals, and Community Development Board act as special permit granting authorities as designated in the City of Medford Zoning Ordinance.

The City has made a commitment to economic development and to promote its historic and cultural resources through tourism. The City seeks to address every aspect of a Comprehensive Master Plan in order to be proactive, rather than reactive, and to develop cooperation and trust between residents and the City to realize opportunities to meet the Medford community’s vision and values.

**Finances and Economic Conditions**
Approximately 1,400 businesses employing almost 19,000 individuals are located in Medford. The business base is quite diverse. These include manufacturers, service-oriented companies and financial institutions. Tufts University, a world-renowned higher education and research facility is located in the City and employs over 2,400 individuals, some in facilities in nearby Somerville. This has resulted in a commercial, industrial, and personal tax base that in aggregate represents about 20% of the total tax base. The growth of the City’s main source of revenue, property taxes, is capped by Proposition 2 1⁄2 and can only be overridden by the voters. While revenue increases have been limited in recent years, fixed costs, including health insurance and pension costs, have increased substantially.

**Governmental Services**
The City offers a full range of traditional municipal services including: police and fire protection, education, maintenance of streets and sidewalks, solid waste collection, health and human services, and cultural and recreational services. The City is also a member community of the Massachusetts Water Resources Authority (MWRA) who provides water and sewer services for the residents and businesses.

**Project Management**
This process is a priority of Mayor Breanna Lungo-Koehn and will be overseen by Alicia Hunt, Director of Energy & Environment and Acting Director of Community Development. Other staff support will include personnel from the Office of the Mayor, Office of Community Development, and other City offices as needed. A Comprehensive Master Plan Steering Committee will be formed that includes representatives of City staff, Boards and Commissions, and the Medford community. The Mayor will also participate directly in many aspects of the development of the Plan.
**Scope of Services**

The City will accept proposals from prospective Designers interested in providing the City with the services required to complete a Comprehensive Master Plan and regulations update process. The key services are that the prospective Designer:

1. Conceive a structure and robust schedule of Comprehensive Master Plan public participation activities;
2. Assemble and analyze available data;
3. Synthesize information gained into a ‘Comprehensive Master Plan’ document that is formatted for easy reading and viewing on screen; and
4. Identify where zoning and other City regulations or processes will need to be adjusted to achieve the vision of this Comprehensive Master Plan and assist the City in drafting and reworking these processes.

The Consultant will be expected to organize and attend committee and public meetings as part of the community engagement. The number of public meetings requiring the Consultant’s attendance will be mutually negotiated, but it is the City’s expectation that the public will have ample opportunity to contribute input to the Plan. The Consultant will work with staff to keep the community well informed as the process moves forward by implementing a successful community outreach program.

The selected Consultant will be expected to:

a. Review existing plans, documents, and data relevant to the Comprehensive Master Plan, including but not limited to Medford’s Capital Improvement Plan (2021, currently underway), Housing Production Plan (2020, currently underway), Climate Action and Adaptation Plan (2021, currently underway), Climate Change Vulnerability Assessment (2019), Open Space and Recreation Plan Update (2019), Community Preservation Plan (2017), and a number of localized planning reports, studies and plans done since 2010, including the Medford Square Feasibility Study (2019), 2018 Medford Square Priority Roadways Improvement Study (CTPS, 2018), Medford Square Comprehensive Plan (MAPC, 2017), Medford Square Garage Feasibility Study (2010). The Consultant shall also review as necessary relevant regional plans (MAPC, MBTA, etc.) as well as the Revised Ordinances of the City of Medford and relevant Rules and Regulations governing the City’s development review processes.

b. Assess the City’s existing resources, infrastructure, demographics and challenges; present a comprehensive summary of its vision and goals; and explore how they might evolve in reaction to changing demographic, economic, and environmental factors. The Comprehensive Master Plan should provide a vision for the next thirty years, and a work/action plan for the next ten years, with particular attention to areas of the City which are currently undergoing intense pressure from development;

c. Develop a process and project schedule that allows for regular meetings, status reports, and general alignment of the City’s Public Bodies, staff, residents, business interests, community
groups, and other stakeholders to foster a sense of cohesion around the City’s strategic
direction;

d. Engage residents, business and property owners, and City officials and staff in the potential of
the City through a robust public outreach campaign that includes a social media strategy,
website, public workshops, surveys, and focus group meetings. The results of this engagement
should be compiled and documented.

e. Chart an effective, realistic, and innovative course of action for the City’s future based on the
conceptual goals and visioning process associated with the Comprehensive Master Plan.

f. Deliver an implementable Comprehensive Master Plan which will: adhere to all requirements
stated in Massachusetts General Law c. 41 § 81D; guide City policy and investment decisions;
include metrics and key performance indicators for tracking progress toward implementation;
and be designed to flexibly accommodate periodic review and adjustment to reflect progress
towards achievement of goals and their possible modification.

g. Assist the City in drafting necessary changes to the Zoning Ordinance, development review
processes, and other City regulations to meet the vision and goals set out in the Comprehensive
Master Plan.

The following outline is offered to describe the general context of services to be provided by the
Consultant as is required for Comprehensive Master Plans by Massachusetts General Law c. 41 §81D.
This outline is not necessarily all-inclusive and the Consultant will include in the proposal any tasks or
alternatives and services deemed necessary to satisfactorily complete the project. Consultants are
encouraged to bring both industry expertise and creative ideas tested elsewhere and tailored to
Medford to help design the approach that best suits the City.

While this outline does not include a separate section for climate and adaptation, it is the City’s
expectation that climate concerns will be considered throughout the process and in all aspects and
sections of the Plan.

1. **Community Vision, Goals, and Policies**

This Plan element establishes an overall vision for the City and establishes goals and policies by
which future development and growth will be guided. The vision, goals, and policies will be
consistent with the values of the Medford community, as developed and confirmed through a
robust community participatory process.

Multiple facilitated community conversations will kick off the Comprehensive Master Plan
process and are intended to result in a major expression of the community’s vision and goals to
guide policies. The consultant will propose methods for discerning the community’s vision for
the future. This element is critically linked with public participation. The consultant will deliver a
Comprehensive Master Plan Goals and Policy Statement at the end of this process.
2. **Public Participation**

The credibility and utility of the Comprehensive Master Plan process and the prospect for its adoption will rest heavily on strong public participation including the development of a set of common values and goals shared by a diverse range of Medford residents, property owners, and businesses. The consultant shall work with City staff to develop a public participation plan and schedule to ensure broad community engagement and significant community input and awareness of the planning process. This element will include the following:

- **Methods:** The consultant will propose a wide range of methods and techniques for determining community values that will be the foundation of the Comprehensive Master Plan and techniques to ensure a high rate of public input and official endorsement of the Plan elements.
- **Scheduling:** The consultant will work with staff to propose a schedule of notices, submittals, meetings, and hearings for each of the various elements of this project (i.e. economic development element, land use element, etc.) in order to fulfill the goals of this project.
- **Outreach Program:** The consultant will advise staff in developing and implementing an outreach plan to encourage community and neighborhood participation as well as that of municipal departments, committees, commissions, and other community organizations.
- **Inclusivity:** The consultant will set a goal for including diverse voices in the Comprehensive Master Plan and have a mechanism for determining if the goal is reached.
- **Internet Component:** The consultant will develop an online method to invite community participation in the Comprehensive Master Planning process. The consultant will also be responsible for postings, at a minimum on a monthly basis, of a Comprehensive Master Plan newsletter or progress report. The consultant shall communicate with the City’s Communication Director to determine how best to accomplish these tasks.
- **Priorities:** The consultant will work with staff and the Comprehensive Master Plan Advisory Committee to identify community priorities for the next ten years which will serve as the yardstick against which the City can measure proposed recommendations and strategies across all elements of the Plan.

3. **Land Use**

The consultant, with staff assistance, will identify all present land uses and recommend a future land use plan for areas where change may be guided toward realizing shared Medford values and goals rather than reacting to unpredictable, uncoordinated development change. Existing land use maps will be provided by the City. In this element, the consultant will:

- Identify priority redevelopment areas where well-designed, increased density is desired and appropriate based on community preferences and surrounding land uses;
b. Identify targeted areas for mixed use or non-residential development to activate streetfronts along key corridors and strengthen the City’s commercial base;

c. Identify priority preservation areas where no development is appropriate, based on community preferences and surrounding land use;

d. Visual preference surveys and economic and fiscal analyses of alternative development forms in key areas as appropriate;

e. Make recommendations for future land use and redevelopment reflecting the goals established in the visioning process;

f. Suggest changes to existing zoning, including form-based zoning and inclusion of design guidelines and/or a design review process, based on desired outcomes.

4. **Housing**

This section of the Plan will build off of the results of Medford’s Housing Production Plan that is currently underway to summarize housing needs in Medford, identify programs, policies, and strategies by which Medford can meet the housing goals established in the Plan, and incorporate additional feedback from the Comprehensive Master Plan visioning process. This will include addressing the following:

a. Evaluate relevant analysis and determinations from Medford’s Housing Production Plan that is currently underway and update as necessary;

b. Identify impediments to housing goals in current City processes and make recommendations for reform;

c. Identify programs, policies and strategies by which Medford can meet the housing goals established in the Housing Production Plan and the Comprehensive Master Plan visioning process.

5. **Economic Development**

The consultant will analyze identified parcels and districts for their potential for new 21st century industries considering Medford’s land resources, the parcel’s redevelopment potential, regional transportation resources, and the educational attainment of the population. The consultant will propose strategies to increase the City’s commercial tax base. In this element, the consultant will:

a. Review existing economic development reports and recommendations;

b. Identify impediments to economic development found in the current zoning. Make recommendations for reform, including possible changes to parking requirements in the zoning, and including consideration of Form Based Codes and mixed-use development;

c. Draft a statement of economic development goals, reflecting the goals established in the visioning process;

d. Make recommendations for diversifying business and industry, encouraging mixed-use, and siting 21st century industries and workspaces for entrepreneurs, such as business incubators and cooperative work spaces;
e. Work to develop a plan to promote tourism-based businesses and cultural resources;
f. Identify areas of the City most suitable for future business activity. Assess specific business opportunities that match Medford’s assets and objectives and population/labor/entrepreneurial attributes;
g. Identify appropriate Federal and State Economic Incentive Programs (TIF, DIF, MGL, 43D, etc.) and how they can assist with the implementation of the Plan;

6. **Historic and Cultural Resources**

This element provides an inventory and strategies for protection and management of the significant cultural and historic resource areas of Medford. The consultant will work with Medford’s Historic Commissions and the Medford Arts Council on the following items:

a. Work with local Historic boards and commissions to identify cultural and historic resources and properties/areas of historic significance in Medford, incorporating previously completed inventories and analyses;
b. Make recommendations on additional historical studies the City should undertake;
c. Identify opportunities to promote cultural and historic resources, including public art, for economic development and tourism.

7. **Open Space, Recreation and Natural Resources**

The City is home to many parks and recreational facilities, with over 25 city parks as well as 1,400 acres owned and operated by the Department of Conservation and Recreation (DCR). A significant portion of the historic 2,500 acre Middlesex Fells Reservation is located in Medford. The City is also home to other natural resources including the Mystic River, the Malden River, the Mystic Lakes, Wright’s Pond, Quarter Mile Pond, Brooks Pond and a number of smaller brooks, streams, and wetlands. These substantial natural areas support a variety of flora and fauna and, together with the City’s urban tree canopy, are critical environmental and health assets to the City.

The City has a strong commitment to maintenance and upgrading of its facilities including a 2019 Open Space and Recreation Plan which includes a seven-year vision and master plan for the Open Space System as well its recreational facilities. This Plan includes a robust climate adaptation component with recommendations on climate resilience for every public open space in the City. Completion of the Plan also ensures the City’s eligibility to compete for State and Federal funds for open space acquisition and development.

As part of this element of the Plan, the consultant will:

a. Identify under-utilized open space and opportunities to expand and connect open space, whether public, private, non-profit or shared. The City will provide a map showing public and private open space;
b. Analyze existing state programs for implementing Open Space and Recreation objectives;
c. Update priorities for implementation from the 2019 Open Space and Recreation Plan.

8. **Public Services and Facilities**
This element of the Comprehensive Master Plan will address the future needs for public services and facilities under existing conditions and future development, population growth, and climate change scenarios. This element should aid the City in developing a capital improvement and real estate asset management plan with appropriate budget. The consultant will:

a. Incorporate elements of the City’s Capital Improvement Plan into the Plan for congruence and implementation.

9. **Transportation and Circulation**
This element analyzes the City’s current and proposed future transportation circulation system, focusing on its major streets and roads, public transportation, pedestrian circulation, parking, bicycle circulation, and the coordinated interaction of all modes. Medford has transit throughout the city provided by the MBTA, is bi-sected by the Mystic River, and is still feeling the reverberations of being cut in two by the construction of I-93 over 60 years ago. The Green Line Extension project that is just being constructed now is intended to mitigate impacts from the Big Dig, which resulted in additional vehicles traveling down I-93 through the City. Medford residents speak daily about increasing traffic through the local city streets as commuters exit off of I-93 prior to their destinations in Cambridge and Boston. While this project is being built as a mitigation effort for I-93, local residents fear traffic increases due to the new stops. Mobility, circulation and access are important issues in Medford and will be explored through this project.

Parking is a significant concern in the City of Medford. The current permit system is on an ad-hoc, street by street basis and residents are still unhappy about the fee-based parking system implemented in 2016. Concerns about traffic and parking fuel many of the discussions around development and zoning in the City of Medford.

The consultant will:

a. Incorporate elements of previously-conducted traffic and transportation studies and plans into the larger Comprehensive Master Plan;
b. Identify and assess the City’s circulation system challenges and needs;
c. Consider how transportation challenges address other aspects of the plan, including, but not limited to, economic development and housing.
d. Identify a way the City can support public transit and mode shift and ease conflicts between uses of different modes.
10. **Implementation**
The Consultant will develop a strategy for implementing the vision of the Comprehensive Master Plan and recommendations of the Plan elements. The strategy will include action steps, a time frame or schedule, responsible parties, procedures, and analysis of potential funding sources, and an analysis of the City’s capacity to implement. The implementation section is intended to address the priorities raised in all elements of the Plan. The consultant will recommend the Plan and participate in its presentation to the Community Development Board and the City Council.

**Staff Role**
City staff will be closely involved, but the consultant is expected to devote the time needed to conduct research, write documents, and participate in meetings as needed with the Comprehensive Plan Steering Committee. Staff will collaborate with the Consultant to post materials on City social media outlets and the City website and will attend all meetings.

**Deliverables**

1. **Comprehensive Master Plan Goals and Policies Statement and Draft Report of Initial Findings**
   Using information gathered from the visioning and goal-setting phases, the consultant will identify key issues that need to be addressed by the Comprehensive Master Plan and present possible alternatives for broad-based, informed public discussion. Response to this RFQ should address how the Consultant proposes to ensure that the Draft Comprehensive Master Plan Initial Findings receives an adequate amount of public scrutiny in order to maximize broad community support for subsequent phases of planning and implementation.

2. **Medford Comprehensive Master Plan and Implementation Plan**
The consultant will prepare a plan to achieve approval and adoption of the Comprehensive Master Plan by the Community Development Board and prepare to present to the Medford City Council. All elements of the Comprehensive Master Plan outlined above will be included. The Implementation Plan will (i) define the specific municipal actions necessary to achieve the objectives of each element of the Comprehensive Master Plan, (ii) prioritize implementation activities, including possible and necessary changes to the Medford Zoning Ordinance and, (iii) include a schedule and key dates for action. As necessary, the implementation plan will be linked to the City’s capital and/or operating budgets and other related sources of funding.

3. **Deliverable Materials**
Twenty-five (25) color copies and one unbound version of each deliverable are required. The final version of each deliverable should be submitted in electronic format on a USB compatible hard drive and contain a Microsoft Word compatible version of the text, and a PDF version of the Plan. Packaged files including all images, tables, graphs, and maps used in the final version should be included as well as all GIS or CAD data created by the consultant and used in maps in the final version. All materials will become the property of the City.
Submission Requirements

All questions regarding this RFQ must be submitted in writing to Ms. Fiona Maxwell, Acting Chief Procurement Officer. All questions must be received by 4 PM on Thursday, October 15, 2020. An original and five (5) copies of each proposal must be submitted to:

Ms. Fiona Maxwell, Acting Chief Procurement Officer
City of Medford Purchasing Department
Room 105, City Hall
Medford, MA 02155
Reference: RFQ 21-0131 Comprehensive Master Planning Process

Responses are due no later than 10 AM on October 23, 2020.

At a minimum, the following shall be included:

1. Project Approach: Describe the proposed approach to the project and a statement of project understanding, including an overview of the methodology and an acknowledgement and detailed plan encompassing the Scope of Services detailed above;
2. Public Participation Process: Describe the approach to the public participation process, with the understanding that genuine public participation involving a wide range of constituencies is critical to the long-term success of the Comprehensive Master Plan;
3. Project Schedule: Each consultant must submit a project schedule, including proposed dates for project milestones (e.g., meetings, products, etc.) assuming a contract target start date of November 15, 2020;
4. Identify key staff and their experience with Comprehensive Master Plans, particularly in communities similar to Medford, as well as regulatory and land use planning in Massachusetts. Indicate staff’s availability to undertake this project beginning on or about November 15, 2020;
5. Clearly identify sub consultants, if any and describe the contractual arrangements that will exist with all consultants. The proposal submitting Consultant will be considered the prime contractor and will be fully responsible for the performance of any task pursuant to this contract, including the quality and timeliness of work performed by any consultant;
6. Previous Work: The proposal should contain details of Comprehensive Master Plans and the other similar work previously completed by the consultant(s);
7. References: The proposal should contain the contact information of at least three (3) references for whom the consultant has previously performed work;
8. Statement of Corporate Authority, Certificate of Non-Collusion, and Attestation Statement, include endorsed certificates. Please refer to Appendix A.
9. Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction, include completed forms. Please refer to Appendix B.
10. Signed City of Medford Office of Diversity Section 3 Certification and Policy, include signed form. Please refer to the end of Appendix C.
Prospective Designer shall examine all information and materials contained or referenced to in and with this RFQ. Failure to do so shall be at the Consultant’s risk.

**Project Schedule**

Work is expected to start no later than November 15, 2020 and be completed within twelve-to-eighteen months.

**Funding**

Funding for the selected consultant’s services will be through United States Department of Housing and Urban Development (HUD) monies made available to the City through the Community Development Block Grant Program. These funding sources require that the selected consultant comply with certain conditions in the performance of services which will be identified in the governing Professional Services Agreement as included in Appendix C entitled “Federal Contract Provisions.” The consultant shall abide by all applicable Federal, State and Local laws, ordinances, regulations, rules, codes, standards and the like in the performance of these services. Local firms, including minority, women, and disadvantaged business enterprises shall be given “maximum feasible opportunity” to participate in contracts and subcontracts resulting from the proposed project.

**Negotiated Fee**

The City intends to negotiate the fee with the top ranked selected consultant based on qualifications, experience, scope of services and level of effort that best meets the City’s needs.

During negotiations, the selected consultant will be expected to break out their fee proposal by each task identified in the Scope of Services, estimate manpower hours necessary to complete the work and include a budget for direct expenses.

Expenses that are specifically due to or to compensate for the global pandemic should be clearly identified.

Rates for optional additional services should also be included at the time of negotiations.

**Evaluation Criteria**

**Minimum Consultant Qualifications:**

1. The firm/team must have at least five (5) years of planning experience;
2. Thorough knowledge of the current requirements for a Comprehensive Master Plan under Massachusetts General Law c. 41 §81D;
3. Knowledge of and experience with regulations, zoning, and land use planning in Massachusetts;
4. Demonstrated experience in the preparation of Comprehensive Master Plans;
5. Experience in public presentation and coordination of an effective and engaging public process;
6. Knowledge of and experience with the full range of Comprehensive Master Plan elements, including community visioning and public engagement, land use, housing, economic development, historic/cultural resources, open space/natural resources, public services and facilities, transportation and circulation, and implementation;
7. The principal and project manager to be assigned to this project must be available for meetings with the City on days or evenings, as required; and
8. Ability to devote the required resources to complete the work in an expeditious manner within the twelve-to-eighteen month time frame.

The City is not required to seek clarification of proposals; therefore, prospective Designer should be as clear and as unambiguous as possible in their proposals.

A selection committee will examine each proposal to determine whether it meets the proposal submission requirements and minimum criteria. The selection committee will then review all the responsive proposals and rank each proposal based on the selection criteria and make recommendations to the Chief Procurement Officer for finalists to be interviewed.

The City is open to and encourages applicants from more than one firm to apply as a Consulting team to be considered for this project. Especially if one firm has specialization in climate and sustainability planning practices and can supplement the overall process with their knowledge.

**Selection Criteria**

**Award Recommendation and Rule:** The City shall determine the most advantageous proposal from a responsible and responsive Consultant, taking into consideration qualifications and evaluation criteria set forth in this RFQ.

The City’s selection committee will refer to the following criteria when evaluating proposals, which have met the minimum threshold requirements set out above. It is the City’s expectation to conduct a comprehensive review of all proposals, with in-person/virtual interviews to be conducted for finalists.

a. Staffing Plan, Methodology and timeline, including the professional qualifications of all project personnel with particular attention to training, educational background, and professional experience. Demonstrated expertise and experience of the Principal-in-Charge, Project Manager, and other key personnel, and any Consultants to be assigned to the Project, including professional registration of the Consultants and their qualifications. Aggressive, clear timeline.

**Highly Advantageous:** The plan of services proposes a detailed, logical, creative, and highly efficient scheme for producing a complete project that addresses all of the required issues and includes an aggressive clear timeline. Staff are experienced and highly qualified.
Advantageous: The plan of services proposes a credible scheme for producing a complete project that addresses all of the required issues and includes a timeline to complete the project within 18 months. Staff meet the minimum qualifications.

Not Advantageous: The plan of services is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary to produce a complete project that addresses all of the required issues or the protected timeline is more than 18 months or unclear. Staff meet the minimum qualifications.

Unacceptable: The plan of services does not meet all the minimum applicant qualifications detailed in the above section "Minimum Consultant Qualifications".

b. Depth of experience with similar projects, and prior experience with public contracts and relevant codes, laws, and regulations.

Highly Advantageous: The Consultant has at least five (5) years of experience consulting with municipalities on projects of similar size and scope to this project and has completed at least two (2) Comprehensive Master Plans in the past five years.

Advantageous: The Consultant has at least three (3) years of experience consulting with municipalities on projects of similar size and scope to this project and has completed at least two (2) Comprehensive Master Plans in the past ten years.

Not Advantageous: The Consultant has more than three (3) years of experience but not with municipalities on projects of similar size and scope to this project.

Unacceptable: The Consultant has less than three (3) years of consulting experience.

c. Communication: Proposal includes robust public outreach and coordination of the public process. Proposals that include innovative outreach methods for gathering significant input from the public including hard-to-reach populations as well as creative approaches to engaging with the public during the current global health emergency will be looked on favorably; Ability to approachably communicate complex transportation planning, land use planning, environmental and engineering concepts and consequences to stakeholders and build consensus.

Highly Advantageous: The response includes robust public outreach and coordination of the public process including innovative outreach methods for gathering significant input from the public including hard-to-reach populations as well as creative approaches to engaging with the public during the current global health emergency. Multiple examples of communicating complex planning issues are included.

Advantageous: The response includes a detailed outreach and communications plan with some creative approaches. There are clear examples of explaining complex
issues. Online tools such as zoom and webinars are included due to the global health emergency.

*Not Advantageous:* The response includes a standard communications plan that appears to be a standard template response.

*Unacceptable:* The response does not include a clear communications plan; is hard to understand or does not communicate the strengths of the consultant.

d. Ability and knowledge to serve as a resource to the City as evidenced by direct involvement in (1) significant zoning updates and updating development review processes particularly in Massachusetts, (2) plans utilizing innovative economic development practices, and (3) transportation projects in urban New England environments (4) Knowledge of Medford-specific challenges and previous experience working on planning issues in Medford.

*Highly Advantageous:* Substantial involvement, i.e. lead consultant, in each of the four areas or types of projects specified.

*Advantageous:* Involvement in each of the four areas and types of projects specified.

*Not Advantageous:* Involvement in at least two of the four areas or types of projects specified.

*Unacceptable:* Involvement in no more than one of the types of projects specified.

e. Strength and credibility of client references. Prior client satisfaction with working relationship, project management capabilities, and technical expertise in developing similar projects.

*Highly Advantageous:* More than three clients who consider your services satisfactory or better.

*Advantageous:* Three clients who consider your services satisfactory or better.

*Not Advantageous:* Three or more clients not all of whom consider your services satisfactory or better.

*Unacceptable:* Fewer than three clients who consider your services satisfactory or better, or three or more clients who consider your services unsatisfactory.

f. Desirability of approach to the project, as well as a demonstrated understanding of all project components and public outreach needs.

*Highly Advantageous:* The response contains a clear, creative, and Comprehensive Master Plan that fully addresses project scope and objectives as stated in the RFQ.

*Advantageous:* The response contains a clear plan that addresses the project scope and objectives stated in the RFQ, but is not creative and comprehensive.
**Not Advantageous:** The response contains a clear plan that addresses some but not all of the project scope and objectives stated in the RFQ.

**Unacceptable:** The response does not contain a clear plan that addresses the project scope and objectives stated in the RFQ.

g. Demonstrated team knowledge and experience in climate and adaptation planning.

**Highly Advantageous:** Robust integration of climate and adaptation planning into all aspects of the plan, including transportation, land use, and zoning.

**Advantageous:** Robust experience in climate and adaptation planning but no proven experience integrating into all aspects of a plan.

**Not Advantageous:** Minimal/some experience with climate and adaptation planning.

**Unacceptable:** No experience with climate and adaptation planning.

h. Demonstrated ability to meet project budget and project schedule.

**Highly Advantageous:** All of the Consultant's references indicate that the projects were completed within budget and on schedule or with minimal, insignificant delays.

**Advantageous:** One of the Consultant's references indicates that the project was not completed within budget attributable to the Consultant or with substantial delays attributable to the Consultant, and no current project or project completed in the last three years experienced substantial delays attributable to the Consultant.

**Not Advantageous:** Two of the Consultant's references indicate that the project was not completed within budget attributable to the Consultant or was completed with substantial delays attributable to the Consultant, and no current project or project completed in the last year experienced substantial delays attributable to the Consultant.

**Unacceptable:** More than two of the Consultant's references indicate that the project was not completed within budget attributable to the Consultant or was completed with substantial delays attributable to the Consultant.

Proposals which are most advantageous based upon consideration of all the evaluation criteria will be selected.

Proposals must clearly address all the submittal requirements; that is, the response should include a section addressing all of the minimum qualifications, the minimum submittal requirements, and each of the review criteria. The proposal will be reviewed based on each of these items and it will be to the benefit of the responder to clearly address each of the items. Where the requirements specify a minimum level of experience, indicate the dates of said experience.
General Provisions

The selected designer and Town shall enter into an Agreement. Please refer to Appendix D for terms of the Agreement.

The City reserves the right to contract with the selected consultant for any and all future phases of the various projects that may develop as a result of this project.

The City reserves the right to negotiate mutually acceptable amendments to the contract arising from this RFQ and, in particular with respect to additional services that are consistent with the services solicited by this RFQ. The right to negotiate mutually acceptable amendments applies for the term of this contract and any extensions.

The City will not return any proposals or materials submitted by prospective Designer in response to this RFQ.
APPENDIX A

STATEMENT OF CORPORATE AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of ________________________________
   (insert full name of corporation)

2. corporation, and that ____________________________________________________________
   (insert the name of officer who signed the Contract and bonds)

3. is the duly elected ____________________________________________________________
   (insert the title of the officer in line 2)

4. of said corporation, and that on ________________________________________________
   (date must be ON OR BEFORE the date the officer signed the Contract or bonds)

   at a duly authorized meeting of the Board of Directors of said corporation, at which all the
   directors were present or waived notice, it was voted that

5. __________________________________________ the ________________________________
   (insert name from line 2)                                             (insert title from line 3)

   of this corporation be and hereby is authorized to execute contracts and bonds in the name and on
   behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of
   obligation in this corporation’s name and on its behalf, with or without the Corporate Seal, shall be
   valid and binding upon this corporation; and that the above vote has not been amended or rescinded
   and remains in full force and effect as of the date set forth below.

6. ATTEST: ________________________________ AFFIX CORPORATE
   (Signature of Clerk or Secretary)*                     SEAL HERE

7. NAME: __________________________________________________________
   (Please print or type name in line 6)*

8. DATE: __________________________________________________________
   (insert a date that is ON OR AFTER the date the officer signed the Contract and bonds)

   The name and signature on lines 6 & 7 must be the Clerk or Secretary of the corporation.
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Dated: ______________________________   ___________________________________________________

Name of Company or Corporation

___________________________________________________

Authorized Official’s Signature


ATTESTATION STATEMENT

Pursuant to M.G.L. Ch 62C, Sec. 49A, I certify under the penalties of perjury that to my best knowledge and belief, the company named below has filed all state tax returns and have complied with reporting of employees and contractors, and withholding and remitting of child support and paid all state taxes required by law.

Federal ID or Social Security Number: _______________________________.

Dated: ______________________________   ___________________________________________________

Name of Company or Corporation

___________________________________________________

Authorized Official’s Signature


PROPOSERS MUST SUBMIT THIS FORM FULLY COMPLETED WITH EACH SUBMISSION
**Commonwealth of Massachusetts**

**Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)**

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<td>1.</td>
<td>Project Name/Location For Which Firm Is Filing:</td>
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<td>Project #</td>
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| 3a. | Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work: |
| 3b. | Date Present and Predecessor Firms Were Established: |
| 3c. | Federal ID #: |
| 3d. | Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): |
| 3e. | Email Address: |
| 3f. | Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above: |
| 3g. | Name and Address Of Parent Company, If Any: |

| 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 Prof. | ( ) | Mechanical Engrs. | ( ) | Planners: Urban./Reg. | ( ) | Specification Writers | ( ) | Structural Engrs. | ( ) | Surveyors | ( ) |
| Construction Inspectors | ( ) | Industrial | ( ) | Mechanical Engrs. | ( ) | Planners: Urban./Reg. | ( ) | Specification Writers | ( ) | Structural Engrs. | ( ) | Surveyors | ( ) |
| Drafters | ( ) | Landscape | ( ) | Mechanical Engrs. | ( ) | Planners: Urban./Reg. | ( ) | Specification Writers | ( ) | Structural Engrs. | ( ) | Surveyors | ( ) |

5. Has this Joint-Venture previously worked together?  
   - Yes  
   - 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 Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:
7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

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<tr>
<th>a. Name and Title Within Firm:</th>
<th>a. Name and Title Within Firm:</th>
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<td>b. Project Assignment:</td>
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<td>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</td>
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<td>d. Years Experience: With This Firm: ________ With Other Firms: ________</td>
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<td>e. Education: Degree(s) /Year/Specialization</td>
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<td>g. Current Work Assignments and Availability For This Project:</td>
<td>g. Current Work Assignments and Availability For This Project:</td>
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<td>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</td>
<td>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</td>
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APPENDIX B

Updated July 2016

Municipalities & Other Public Agencies Form   Page 5


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<tr>
<th></th>
<th>a. Project Name And Location Principal-In-Charge</th>
<th>b. Brief Description Of Project And Services (Include Reference To Relevant Experience)</th>
<th>c. Client’s Name, Address And Phone Number (Include Name Of Contact Person)</th>
<th>d. Completion Date (Actual Or Estimated)</th>
<th>e. Project Cost (In Thousands)</th>
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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.

<table>
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<tr>
<th>Sub-Consultant Name:</th>
<th>a. Project Name and Location Principal-In-Charge</th>
<th>b. Brief Description Of Project and Services (Include Reference To Relevant Experience)</th>
<th>c. Client’s Name, Address And Phone Number. Include Name Of Contact Person</th>
<th>d. Completion Date (Actual Or Estimated)</th>
<th>e. Project Cost (In Thousands) Construction Costs (Actual, Or Estimated If Not Completed)</th>
<th>Fee For Work For Which Firm Was/Is Responsible</th>
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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.

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<tr>
<th>Role P, C, JV*</th>
<th>Phases St., Sch., D.D., C.D., A.C.*</th>
<th>Project Name, Location and Principal-In-Charge</th>
<th>Total Construction Cost (In Thousands) of Active Projects (excluding studies):</th>
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<td>Awarding Authority (Include Contact Name and Phone Number)</td>
<td>Construction Costs (In Thousands) (Actual, Or Estimated If Not Completion Date (Actual or Estimated) (R)Renovation or (N)New</td>
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</table>
**APPENDIX B**

* 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. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

<table>
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<tr>
<th>Name of Company</th>
<th>Aggregate Amount</th>
<th>Policy Number</th>
<th>Expiration Date</th>
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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:

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<th>Name</th>
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14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

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

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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.

Submitted by  
(Signature)  
________________________

Printed Name and Title  
________________________

Date  
________________________

***NOTE- NOT ALL PROVISIONS APPLICABLE TO CONTRACT # 21-0131***

§ 570.600 GENERAL.

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under Section 106 of the Act, other than grants to states made pursuant to Section 106(d) of the Act, for purpose of the Secretary’s determination under Section 104(e) (1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in 570.405 and 570.440 with the exception of 570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary’s opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under Section 106(d) of the Act for purpose of the determination required to be made by the Secretary pursuant to Section 104(e)(2) of the Act, See §570.487.

(b) This subpart also sets forth certain additional requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to Section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to Sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988 as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12536, Mar. 15, 2007]

§ 570.604 ENVIRONMENTAL STANDARDS.

For purpose of Section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which Grantees must fulfill their environmental responsibilities.

In certain cases, Grantees assume these environmental review, decision making, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

§ 570.605 NATIONAL FLOOD INSURANCE PROGRAM.

Notwithstanding the date of HUD approval of the recipient’s application (or, in the case of grants made under subpart D of this part or HUD administered small cities in Hawaii, the date of submission of the Grantee’s consolidated plan, in accordance with 24 CFR Part 91), Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this Part 570.

[61 FR 11477, Mar. 20, 1996]

§ 570.606 DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING.
(a) General policy for minimizing displacement. Consistent with the other goals and objectives of this part, Grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organization’s and farms) as a result of activities assisted under this part.

(b) Relocation assistance for displaced persons at URA levels. (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C 4601-4655).

(2) Displaced person. (i) For purpose of paragraph (b) of this Section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made.

(a) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial submission to HUD (or the State, as applicable) for grant, loan or loan guarantee funds under this part that are later provided or granted.

(b) After Notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(c) Before the date described in paragraph (b)(2)(i)(A) or (B) of this Section, if either HUD or the Grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(d) After the “initiation of negotiations” if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occur:

(1) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenants monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household’s average monthly gross income; or

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this Section, the term “displaced person” does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the Grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this Section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(I)(A) or (B) of this Section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).
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(D) A person who the Grantee (or State as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A Grantee (or State or state recipient, as applicable) may, at any time request HUD to determine whether a person is displaced person under this Section.

(3) *Initiation of negotiations.* For purpose of determining the type of replacement housing assistance to be provided under paragraph (b) of this Section, if the displacement is the direct result of privately undertaken rehabilitation demolition, or acquisition of real property, the term “initiation of negotiations” means the execution of the grant or loan agreement between the Grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential antidisplacement and relocation assistance plan.* The Grantee shall comply with the requirements of 24 CFR Part 42, subpart B.

(d) *Optional relocation assistance.* Under Section 105(a)(11) of the Act, the Grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this Section. The Grantee may also provide (or the state may also permit the recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this Section at levels in excess of those required by these paragraphs. Unless such assistance is provided under state or local Law, the Grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable), and must adopt a written policy available to the public that describes the relocation assistance that the Grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) Acquisition of real property. The acquisition of real property for an assisted activity is subject to 49 CFR Part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the Grantee (or the state recipient, as applicable) concerning the person’s eligibility for, or the amount of, a relocation payment under this Section, the person may file a written appeal of that determination with the Grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low-or moderate-income household that has been displaced from a dwelling may file a written request for review of the Grantee’s decision to the HUD Field Office. For purpose of the State CDBG program, a low-or moderate-income household may file a written request for review of the state recipient’s decision with the State.

(g) *Responsibility of Grantee or State.* (1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party contractual obligation to the Grantee to comply with the provisions of this Section.

For purpose of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this Section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The Grantee (or State and state recipient as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this Section.

(Approved by the Office Management and Budget under OMB control number 2506-0102)

(a) Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with Section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR Part 70 apply to the use of volunteers.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal shall comply with federal labor standards regulations as follows:


1. Davis-Bacon Act. The Davis-Bacon Act requires the payment of prevailing wage rates to all laborers and mechanics on federally funded construction jobs in excess of $2000.00.

2. Contract Work Hours and Safety Standards Act (CWHSSA). CWHSSA requires time and one-half pay for overtime hours) over 40 hours) on covered projects.

3. Copeland Act (Anti-Kickback Act). The Copeland Act makes it a federal crime for anyone to require a laborer or mechanic employed on a federally assisted project to “kickback” or pay any part of their wages.


Labor standards:

For Federally funded construction projects of $2000.00 or more the provisions of the Davis-Bacon Act apply.

A. 1. (I) Minimum wages. All laborers and mechanics employed or working upon the site of the, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or...
mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
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(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the U.S. Department of Housing and Urban Development if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City of Medford, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees — (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the
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apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this
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clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S.
Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she)
nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded
Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government
contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer
to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in
an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety
Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or 4.6 of part 4 of this
title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may
require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in
any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek
unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate
of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in
paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the
unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work
done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated
damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including
watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$10 for each calendar day on which such individual was required or permitted to work in excess of the standard
workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1)
of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan
or grant recipient) shall upon its own action or upon written request of an authorized representative of the
Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by
the contractor or subcontractor under any such contract or any other Federal contract with the same prime
contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act,
which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities
of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in
paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph
(b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower
tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier
subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours
and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require
the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and
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basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the City of Medford and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

§ 570.608 LEAD-BASED PAINT.

The Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A,B,J,K and R of this part apply to all activities under this program.

[64 FR 50226, Sept. 15, 1999]

§ 570.609 USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

The requirements set forth in 24 CFR Part 5 apply to this program.

[61 FR 5209, Feb. 9, 1996]

§ 570.610 UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES.

The recipient and its agencies or instrumentalities and subrecipients shall comply with policies, guidelines, and requirements of 2 CFR Part 200.

24 CFR 570.611 CONFLICT OF INTEREST.

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318-320 shall apply.

(2)In all cases not governed by 2CFR 200.318-320 the provision of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its sub recipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703 (i).

(b) Conflicts Prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities or benefit from a CDBG assisted activity have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds to the CDBG-assisted activity, either for themselves or those whom they have business or immediate family ties, during their tenure or for one year
thereafter. For the UDAG program the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest benefit during, or at any time after such person’s tenure.

(c) Persons Covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer or elected official of the recipient or appointed official of the recipient, or any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of the paragraph (b) of this section on a case-by-case basis, when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and the description of how the public disclosure was made; and

(ii) An opinion of the recipient’s attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purpose of the Act and effective and efficient administration of the recipients program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low-or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]

§ 570.612 EXECUTIVE ORDER 12372.

(a) General. Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department’s implementing regulations at 24 CFR Part 52 allow each State to establish its own review and comment on proposed Federal financial assistance programs.

(b) Applicability. Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement
program only where a grantee proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is there’s possibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

§ 570.613 ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS.

(a) Restriction. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this Section. “Benefits” under this Section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this Section. “Benefits” do not include relocation services and payments to which displaced are entitled by law.

(b) Covered Activities “Covered Activities” under this Section means activities meeting the requirements of § 570.208 (a) that either:

1. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
2. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) Limitation on coverage. The restrictions under this Section apply only to applications for new benefits not being received by covered resident aliens as of the effective date of this Section.

(d) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

(e) Programs affected. (1) The Community Development Block Grant program for small cities, administered under subpart F of Part 570 of this title until closeout of the recipient’s grants.

2. The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.

3. The Community Development Block Grant program for States, administered under subpart 1 of Part 570 of this title until closeout of the unit of general local government’s grant by the State.

4. The Urban Development Action Grants program, administered under subpart G of Part 570 of this title until closeout of the recipient’s grant.

[55 FR 18494, May 2, 1990]

49 CFR 20 CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

24 CFR 85.42e ACCESS TO RECORDS:

The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records which are pertinent to the grant in order to make audits, examinations, excerpts and transcripts.

The right of access in this section must not be limited to the required retention period (a minimum of 3 years after all pending matters are closed and final payment released) but shall last as long as the records are retained.

IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U. S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the Contractor agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the Contractor shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the Contractor agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements

ENERGY POLICY AND CONSERVATION ACT (PUB. L. 94–163, 89 STAT. 871)

Contractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan and with the Energy Policy and Conservation Act.
DRUG-FREE WORKPLACE

The contractor must comply with CFR Part 21, regarding requirements for Drug-Free Workplace, and publish a statement that contains the following at the work site:

(a) Tells your employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in your workplace;

(b) Specifies the actions that you will take against employees for violating that prohibition; and

(c) Lets each employee know that, as a condition of employment under any award, he or she:

(1) Will abide by the terms of the statement; and

(2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction.

SAFETY AND ACCIDENT PREVENTION:

In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the awarding agency may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3333).

Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333)

EQUAL OPPORTUNITY PROVISIONS:

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;


c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;

d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;

e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
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f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;

g. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;

h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;

i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968 and the Uniform Federal Accessibility Standards (appendix A to 24 CFR Part 40 for residential structure’s, and appendix A to 41 CFR Part 101-19, subpart 101-19.6, for general type buildings); and 1968 and the Uniform Federal Accessibility Standards (appendix A to 24 CFR Part 40 for residential structure’s, and appendix A to 41 CFR Part 101-19, subpart 101-19.6, for general type buildings)

j. Avoid maintaining or providing any segregated facilities.

NONDISCRIMINATION:

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor’s project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO.

The contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The contractor will accept as an operating policy the following statement:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training.”

DISSEMINATION OF POLICY:

All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor’s EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment.

To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor’s EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer. All new supervisory or personnel
office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor’s EEO obligations within thirty days following their reporting for duty with the contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor’s procedures for locating and hiring minority employees.

Notices and posters identifying the contractor’s EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The contractor’s EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**RECRUITMENT OF EMPLOYEES:**

When advertising for employees, the contractor will include in all advertisements for employees the notation: “An Equal Opportunity Employer.” All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor’s compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract. Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts, which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**EEO RECORDS AND REPORTS:**

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the contractor shall document the following:
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- The number of minority and non-minority group members and women employed in each work classification on the project;
- The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
- The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
- The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
   a. “Covered area,” means the geographical area described in the solicitation from which this contract resulted;
   b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   d. “Minority” includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60–4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs
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relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60–3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
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p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60–4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area
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residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).


EEO RECORDS AND REPORTS:

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term “segregated facilities” refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231. The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CRF 5.12.
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PART A: City of Medford Office of Diversity Section 3 Certification and Policy

All Section 3 covered contracts shall include the following clause;

A. The work performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or impediment that would prevent them from complying to with the Part 135 regulations.

C. The Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, and qualifications of each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR Part 135.

F. Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subjected to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b)

The Contractor understands the Section 3 clause and/or will contract the Diversity Director for clarification and assistance.

Signature: __________________________

Name/Title: __________________________ Date: __________
AGREEMENT FOR ARCHITECT/DESIGN SERVICES
CITY OF MEDFORD
COMPREHENSIVE MASTER PLANNING PROCESS

This agreement is made and entered into by and between the City of Medford (hereinafter the CITY), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and NAME OF ARCHITECT/DESIGNER, a INSERT TYPE OF LEGAL ENTITY with a principal place of business at __________________________, (hereinafter the ARCHITECT/DESIGNER).

Article 1. Description of Project

ARCHITECT/DESIGNER's services will be rendered in connection with RFQ 21-0131. Comprehensive Master Planning Process.

Article 2. Contract Documents

The Contract Documents consist of this Agreement, the Request for Qualifications, any addenda, the ARCHITECT/DESIGNER's Proposal Documents, any Conditions of the Contract (Federal Contract Provisions). All documents stated in the preceding sentence are fully made part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

Article 3. Scope of Services

The ARCHITECT/DESIGNER shall furnish all materials, labor, equipment, and perform all work shown on the contract documents, and the ARCHITECT/DESIGNER agrees to do everything required by this Agreement and the contract documents.

Article 4. Amount And Duration

The CITY shall pay the ARCHITECT/DESIGNER for the performance of this Contract according the Fee Schedule set forth in _________________________ dated INSERT DATE. This Contract will commence immediately upon execution of this Agreement, and end on or INSERT END DATE OF PROJECT, unless sooner completed.

ARCHITECT/DESIGNER's Compensation and fees for Additional Services, should they be required, shall be negotiated and made pursuant to a fee agreement.

Article 5. Payment

5.1 The CITY shall make payment as follows:

To be negotiated.

5.2 With an invoice the ARCHITECT/DESIGNER shall submit evidence satisfactory to the CITY that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid.
5.3 The fees established under this Agreement are lump sum fees and include all of the expenses for all of the Architect/Designer's Consultants.

5.4 Pursuant to M.G.L., c. 7, § 38H, paragraph (j), Architect/Designer shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by Architect/Designer in the preparation of the bid documents, as reasonably determined by City.

5.5 The City agrees to make all reasonable efforts to pay to the Architect/Designer the sum set forth in the Architect/Designer's bid or proposal within thirty (30) days of receipt of an invoice in the Finance Department, Office of the City Auditor detailing the work completed. The goods and/or services must be received and approved by the funding department as well as any other oversight manager prior to being presented to the Finance Department for payment. No goods and/or services will be paid for prior to receipt of such and approval of acceptance.

5.6 Subject to pending statutory appeal rights, Architect/Designer agrees that all sums otherwise due and payable to the City for outstanding taxes, fines, fees and/or other municipal charges may be deducted from the sum(s) otherwise payable under this Contract prior to disbursement to the Architect/Designer.

Article 6. No Release

The approval of any invoice by the City, any payment by the City to the Architect/Designer, any use of the Architect/Designer's work or any part thereof by the City, or any correction of the Architect/Designer's defective work by the City shall not constitute the City's acceptance of the Architect/Designer's work which is not in accordance with the terms of this Agreement, nor shall it constitute a release of the Architect/Designer's obligation to perform the Project in strict compliance with all terms of this Agreement.

Article 7. Termination

7.1 Without Cause. The City may terminate this Contract on sixty (60) calendar days notice, or may suspend this Contract for up to sixty (60) calendar days upon receipt of notice, when in the best interests of the City, by providing notice to the Architect/Designer, which shall be in writing and shall be deemed delivered and received when given in person to the Architect/Designer, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Architect/Designer.

7.2 For Cause. If the Architect/Designer is determined by the City to be in default of any term or condition of Contract, the City may terminate this contract on thirty (30) days notice by providing notice to the Architect/Designer, which shall be in writing and shall be deemed delivered and received when given in person to the Architect/Designer, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Architect/Designer. If the City is determined by the Architect/Designer to be in default of any term or condition of this Contract the Architect/Designer may terminate this contract on thirty (30) days received when given in person to the City, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the City.
7.3 **Default.** The following shall constitute events of default under this CONTRACT: a) any material misrepresentation made by the ARCHITECT/DESIGNER to the CITY, b) any failure to perform any of its obligations under this CONTRACT including, but not limited to the following: (i) failure to commence performance of this CONTRACT at the time specified in this CONTRACT due to a reason or circumstance within the ARCHITECT/DESIGNER’S reasonable control, (ii) failure to perform this CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of this CONTRACT within the specified time due to a reason or circumstance within the ARCHITECT/DESIGNER’S reasonable control, (iii) failure to perform this CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the CITY as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the ARCHITECT/DESIGNER’S reasonable control, (vi) failure to comply with a material term of this CONTRACT, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this CONTRACT as constituting a basis for termination of this CONTRACT, and (viii) failure to comply with any and all requirements of state law, and/or regulations, and City ordinances, and/or regulations.

**Article 8. Remedies Of The City**

The CITY may deduct the cost of any substitute contract or performance for expenses, losses, and all damages, including incidental and consequential damages as a result of any event of non-conformance or non-performance of the ARCHITECT/DESIGNER in complying with the terms of this CONTRACT, and shall withhold such expenses, losses, and damages from sums due to become due.

**Article 9. Remedies Of The Architect/Designer**

If the damages, other than loss, non-conformance, or non-performance, are actually sustained by the ARCHITECT/DESIGNER due to any act or omission for which the CITY is legally responsible the CITY shall allow a sum equal to the amount of such damages sustained by the ARCHITECT/DESIGNER as determined by the CITY in writing, provided the ARCHITECT/DESIGNER shall have provided to all signatories of the contract a detailed written statement of such damages and cause thereof within 30 days of the act of omission by the CITY.

**Article 10. Assignability**

The ARCHITECT/DESIGNER shall not assign, subcontract or in any way transfer any interest in this contract without the prior written consent of the Procurement Officer of the CITY. In the event of such occurrence the CITY reserves the right to deal with any assignee subcontractor or transferee directly and the ARCHITECT/DESIGNER agrees to remain bound by all terms and conditions of this contract in accordance with its original tenor. The provisions of this CONTRACT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the ARCHITECT/DESIGNER and any public body or bodies succeeding the interests of the CITY.

**Article 11. Indemnification**

The ARCHITECT/DESIGNER shall pay reasonable attorneys’ fees and shall indemnify and hold harmless the CITY, the CITY’s officers, and the CITY’S employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments brought or recovered against them by reason of negligent acts, errors or omissions, reckless or intentional
Article 12. Worker's Compensation And Other Insurance

The ARCHITECT/DESIGNER shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the ARCHITECT/DESIGNER who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts. Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and ARCHITECT/DESIGNER shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The ARCHITECT/DESIGNER shall furnish to the CITY evidence of such insurance prior to the execution of this contract and before the same shall be binding on the parties thereto, unless specifically waived.

Prior to commencement of any work and until completion of its work under this CONTRACT shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached herewith:

1. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired automobiles in connection with its operations with a combined single limit of $1,000,000. The comprehensive Automobile Liability insurance may be provided through primary and excess or umbrella insurance policies.

2. ARCHITECT/DESIGNER'S Equipment Coverage (or a certification of self-insurance satisfactory to the CITY) must be provided on and 'All Risk' basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented, or used by the ARCHITECT/DESIGNER.

3. Commercial General Liability Insurance coverage may be provided through primary and excess or umbrella liability policies for limits of $1,000,000 general aggregate, and $500,000 per occurrence.

4. The ARCHITECT/DESIGNER shall at its own expense, obtain and maintain a Professional Liability Policy for errors, omissions, or negligent acts arising out of the performance of this agreement with limits of at least $1,000,000 per claim and $2,000,000 aggregate, with a deductible of no more than $25,000 per claim.

5. The ARCHITECT/DESIGNER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data is turned over to the CITY.

6. All insurance coverage shall be in force from the time of the Agreement to the date when all work designed under the contract is completed and accepted by the CITY. Since this insurance is normally written on a year-to-year basis, the ARCHITECT/DESIGNER shall notify the CITY should coverage become unavailable or if its policy should change.

7. Certificates and any and all renewals substantiating that required insurance coverage be
All required insurance must be endorsed to name the CITY as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the CITY. All policies and certificate for insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY. The ARCHITECT/DESIGNER under this CONTRACT shall not allow it subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the ARCHITECT/DESIGNER.

Article 13. Corporate Architect/Designer

If ARCHITECT/DESIGNER is a corporation, ARCHITECT/DESIGNER shall endorse the Statement of Corporate Authority for the ARCHITECT/DESIGNER's signatory or shall otherwise provide a form similar in nature and substance acceptable to the CITY.

If ARCHITECT/DESIGNER is a non-profit corporation, ARCHITECT/DESIGNER shall provide satisfactory proof of present status as a non-profit corporation. Such proof shall be in the form of a certification from the Massachusetts Secretary of State's office and/or from the Internal Revenue Service and shall provide the Federal Tax Identification Number of the non-profit corporation. This agreement shall not be enforceable against the CITY unless and until the ARCHITECT/DESIGNER complies with this section. Failure to inform the CITY in writing of revocation, or other loss of non-profit status shall be deemed a material breach of this contract and operate as an immediate termination thereof.

Article 14. Subject To Appropriation

The obligations of the CITY under this CONTRACT shall be subject to appropriation. In the absence of appropriation this CONTRACT shall be immediately terminated without liability for damages, penalties, or other charges.

In the requisite circumstances, the obligations of the CITY under this CONTRACT shall be subject to the formal award of the state and/or federal grant provided for these services.

Article 15. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the ARCHITECT/DESIGNER under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the ARCHITECT/DESIGNER (except agents, servants, or employees of the ARCHITECT/DESIGNER) without the prior written approval of the CITY, except as otherwise required by law. The ARCHITECT/DESIGNER understands that he/she/it may acquire or have access to “personal data” otherwise kept by the CITY. The ARCHITECT/DESIGNER shall comply with the provisions of Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this CONTRACT shall not be subject to copyright, except by the CITY, in the United States or any other country. The CITY shall have unrestricted authority to withhold payment of any royalty, commission, or additional fee of any type or nature, to publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this CONTRACT.
All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the CITY shall vest in the CITY at the termination of this CONTRACT. The ARCHITECT/DESIGNER shall at all times, during or after termination of this CONTRACT, obtain the prior written approval of the CITY before making any statement bearing on the work performed or data collected under this CONTRACT to the press or issue any material for publication through any medium.

Article 16. Audit, Inspection, Recordkeeping

At any time during normal business hours, and as often as the CITY may deem it reasonably necessary, there shall be made available in the office of the ARCHITECT/DESIGNER for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement.

Further the ARCHITECT/DESIGNER agrees to make its work papers, records and other evidence of audit available to the CITY for a period of three years after final payment under his CONTRACT. The CITY shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at such time.

The ARCHITECT/DESIGNER shall maintain complete, accurate, and detailed records of all time devoted to the PROJECT by the ARCHITECT/DESIGNER and each consultant or subcontractor employed by the ARCHITECT/DESIGNER. The CITY may at all reasonable times audit such records. On contracts where the total design fees exceed $10,000 or which are for the design of a building for which the budgeted or estimated construction cost exceeds $100,000, the ARCHITECT/DESIGNER shall comply with M.G.L., c. 30, § 39R, which requires the ARCHITECT/DESIGNER to:

1. Make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the ARCHITECT/DESIGNER. [M.G.L. c. 30, § 39R(b)(1)-(2)].

2. Until the expiration of six (6) years after final payment, the CITY and any other public official authorized by law, shall have the right to examine any books, documents, papers or records of the ARCHITECT/DESIGNER or of its consultants and subcontractors that directly pertain to, and involve transactions relating to, the ARCHITECT/DESIGNER or its consultants and subcontractors. [M.G.L. c. 30, § 39R(b)(1)-(2); Executive Order 195]

3. If the ARCHITECT/DESIGNER shall make any change in its method of maintaining records that would materially affect any statements filed by the ARCHITECT/DESIGNER with the CITY, the ARCHITECT/DESIGNER shall forthwith deliver to the CITY a written description of such change, the effective date thereof, and the reasons therefor. The ARCHITECT/DESIGNER shall submit with such description a letter from the ARCHITECT/DESIGNER'S independent certified public accountant approving or otherwise commenting on the change. [M.G.L. c. 30, § 39R(b)(3)] The ARCHITECT/DESIGNER hereby represents that there have been no such changes to date that have not been so reported to the CITY.

4. The ARCHITECT/DESIGNER shall file with the CITY a statement of management as to whether the system of internal accounting controls of the ARCHITECT/DESIGNER and its subsidiaries reasonably assures that: (1) transactions are executed in accordance with management's general and specific authorization; (2) transactions are recorded as necessary i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and ii) to maintain accountability for assets; (3) access to
assets is permitted only in accordance with management's general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference. The ARCHITECT/DESIGNER shall also file with the CITY a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of management in response to this section are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements. [M.G.L. c. 30, §39R(c)]. The ARCHITECT/DESIGNER warrants and represents that ARCHITECT/DESIGNER has filed a statement of management on internal accounting controls as set forth in this section prior to the execution hereof. [M.G.L. c. 7, §38H(e)(iv)]

5. The ARCHITECT/DESIGNER shall annually file with the Commissioner of DCAM during the term of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the CITY upon request. [M.G.L. c. 30, §39R(d)] The ARCHITECT/DESIGNER represents that it has filed prior to the execution hereof and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in this section. [M.G.L. c. 7, §38H(e)(iv)]

6. Records and statements required to be made, kept or filed under the provisions of this Article shall not be public records as defined in M.G.L. c. 4, § 7 and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of section 2 of Article 17 above.

**Article 17. Conflict Of Interest**

17.1 **CITY.** No officer, member or employee of the CITY and no members of its governing body who exercise any function or responsibility in review or approval of the undertaking or carrying out of this CONTRACT shall participate in any decision relating to the CONTRACT which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she has a direct or indirect pecuniary interest. None of the services to be provided by the ARCHITECT/DESIGNER shall be used for any partisan political activity or further the election or defeat of any candidate for political office in the CITY. Compliance with this section shall be material to the CONTRACT.

17.2 **ARCHITECT/DESIGNER.** ARCHITECT/DESIGNER agrees that his/her/its agents, servants, and employees have neither presently nor during the period of this CONTRACT any interest direct or indirect which would impair, detract, or conflict in any manner or degree with the performance of services required under this CONTRACT. The ARCHITECT/DESIGNER, his/her/its agents, servants or employees further stipulates that in the performance of this CONTRACT, will comply with Massachusetts General Law, Chapter 268A and/or 268B, Conflict of Interest, and all rules and regulations of the State Ethics Commission. Compliance with this section shall be material to the CONTRACT.

**Article 18. Conflict**
In the event there is a conflict between these Articles and Attachment A, Attachment A shall supersede these Articles.

**Article 19. Waiver And Amendment**

The provisions contained in this CONTRACT may be modified only as specifically provided by ATTACHMENT B - ADDITIONAL TERMS AND CONDITIONS. Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this CONTRACT may be made only by written amendment executed by all signatories to the original agreement, prior to the effective date of the amendment.

To the extent allowed by law, all conditions, duties, and obligations contained in this CONTRACT may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

**Article 20. Certification**

BY SIGNING THIS DOCUMENT, IN WITNESS WHEREOF, THE ARCHITECT/DESIGNER CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE ARCHITECT/DESIGNER IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

1. TAXES. PURSUANT to M.G.L. c. 62C, s. 49A, the ARCHITECT/DESIGNER has filed all state tax returns and complied with all laws of the Commonwealth relating to taxes.

2. DEBARMENT. The ARCHITECT/DESIGNER is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions.

3. AMERICANS WITH DISABILITIES ACT. The ARCHITECT/DESIGNER is aware of the Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or conditions set out in the bid/proposal documents, bid/proposal specifications.

4. Pursuant to M.G.L. Chapter 30, section 39M, subsection (c), the ARCHITECT/DESIGNER certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work hereby described.

**Article 21. Non-Collusion**

The ARCHITECT/DESIGNER certifies under penalties of perjury that this CONTRACT is signed 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.

**Article 22. Forum And Choice Of Law**

This CONTRACT and any performance herein shall be governed by and be construed in accordance with the laws of Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.
**Article 23. Notice**

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The City: Ms. Fiona Maxwell  
Acting Chief Procurement Officer  
Medford City Hall  
85 George P. Hassett Drive  
Medford, MA 02155

The **DESIGNER**:

Name ________________________________
Title ________________________________
Company ______________________________
Address ______________________________

**Article 24: Asbestos Removal**

Without in any way limiting the **ARCHITECT/DESIGNER**'s liability for any other negligent performance or failure to perform professional services, the **ARCHITECT/DESIGNER** shall incur no liability for claims arising out of the performance of or failure to perform professional services related to asbestos, except that the **ARCHITECT/DESIGNER** shall promptly notify the **CITY** of any asbestos the **ARCHITECT/DESIGNER** observes that may affect the PROJECT. The **ARCHITECT/DESIGNER** shall include in the contract documents specific provisions requiring the **ARCHITECT/DESIGNER** to include the time required for the asbestos abatement work in the PROJECT schedule, to organize its own work in such a way that it will not conflict with concurrent asbestos abatement work, and to coordinate all of the work at the site (including the asbestos abatement work), so as to minimize disruption and delay. The **ARCHITECT/DESIGNER** shall enforce the foregoing requirements, utilizing such authority as it may have under the contract documents. The **ARCHITECT/DESIGNER** shall confer with the asbestos abatement consultant to ascertain that similar and consistent requirements are being included in contract documents prepared by the consultant. The **ARCHITECT/DESIGNER** shall also be responsible for providing to any asbestos abatement engineer and any asbestos abatement Architect/Designer, contract documents and plans which precisely indicate the scope of the renovations and additions to the building. The **CITY** hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the **ARCHITECT/DESIGNER**, his principals, employees, agents and consultants if such claim in any way would involve the **ARCHITECT/DESIGNER**'s services for remedial work related to asbestos in the PROJECT unless otherwise agreed to in writing.
**Article 25: Life-Cycle Cost Estimates**

26.1 All contracts for architectural or engineering services necessary for the preliminary design of all new buildings or for the modification or replacement of an energy system in an existing building entered into by a public awarding authority subject to the bidding requirements of Sections 44A to 44L inclusive, of M.G.L. c. 149, shall contain a stipulation that life-cycle cost estimates shall be obtained at an initial stage and as a regular part of the services to be performed under said contract.

26.2 M.G.L. c. 149, § 44M defines "energy system" as: "any equipment that is employed to heat or cool a building, or to heat hot water used in a building, or to generate electricity for a building and that uses the sun, wind, water, biomass, oil, natural gas, or electricity as its power supply in whole or in part."

**Article 26: Architect/Designer's Contract Supplementary Data**

No changes are to be made to this Article at any time during the life of this Contract without prior written notification to the CITY and when required, receipt of written approval by the CITY.

26.1 **ARCHITECT/DESIGNER’S Beneficial Owners.** By signing this Contract, the ARCHITECT/DESIGNER certifies under the penalties of perjury that the following named entities and individuals are the legal and beneficial owners of the ARCHITECT/DESIGNER as of the date of the execution hereof [M.G.L. c. 7, §38E(a)](attach additional sheets if necessary):

CORPORATION: (Names of Officers and Shareholders of Corporation, including their titles, ____________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

PARTNERSHIP: (Names of all Partners):
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

INDIVIDUAL (Name of Owner):
__________________________________________________________________________

26.2 **Professional Registrations.** By signing this Contract, the individual executing this Contract on behalf of the ARCHITECT/DESIGNER certifies under the penalties of perjury that the following named individuals are registered by the Commonwealth as architects, landscape architects, or engineers pursuant to the provisions of General Laws Chapter 112, §§ 60A - 60O and further that i) if the ARCHITECT/DESIGNER is an individual the ARCHITECT/DESIGNER is the individual named below, ii) if the ARCHITECT/DESIGNER is a partnership, the majority of all the partners are persons who are registered architects, landscape architects, or engineers, iii) if the ARCHITECT/DESIGNER is a corporation, sole proprietorship or joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the
chief executive officer, are persons who are registered architects, landscape architects, or engineers and the person to have the Project in his or her charge is registered in the discipline required for the Project, or iv) if the **ARCHITECT/DESIGNER** is a joint venture, each joint venturer satisfies the requirements of the preceding clauses i – iii as the case may be. [M.G.L. c. 7, §38E(a)(i)]

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**NOTE:** The above information must be completed to comply with the provisions of M.G.L. c. 7, §38A 1/2. Programmers and construction managers are not required to be registered under §38A 1/2.

**ARCHITECT/DESIGNER** warrants that the Massachusetts registered principal of the **ARCHITECT/DESIGNER** responsible for the project is:

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**Article 27. Certifications Required By Law**

27.1 **Resume on File with Designer Selection Board.** By signing this Contract, the **ARCHITECT/DESIGNER** certifies under the penalties of perjury that in accordance with the provisions of M.G.L. c. 29, § 29A (4) a resume of the **ARCHITECT/DESIGNER** has been filed with the Designer Selection Board.

27.2 **No Inducements.** By signing this Contract, the **ARCHITECT/DESIGNER** certifies under the penalties of perjury that the **ARCHITECT/DESIGNER** 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; no consultant to or subcontractor for the **ARCHITECT/DESIGNER** has given, offered or agreed to give any gift, contribution or offer of employment to the **ARCHITECT/DESIGNER**, 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 **ARCHITECT/DESIGNER**; and no person, corporation or other entity, other than a bona fide full-time employee of the **ARCHITECT/DESIGNER** has been retained or hired by the **ARCHITECT/DESIGNER** to solicit for or in any way assist the **ARCHITECT/DESIGNER** in obtaining the Contract for design services upon an understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the **ARCHITECT/DESIGNER**. [M.G.L. c. 7, §. 38H(e)(i)-(iii)]

27.3 **Existing Government Contracts.** By signing this Contract, the **ARCHITECT/DESIGNER** certifies under the penalties of perjury that the following is a listing of all other existing contracts or income derived by **ARCHITECT/DESIGNER** from the Commonwealth or any political
subdivision thereof or public authority therein, from the Federal Government or any agency thereof, and from the CITY or any governmental source for services rendered. [M.G.L. c. 7, § 38E(a)(v)]:

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<th>Contract Description &amp; Awarding Authority</th>
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<th>Fee Received</th>
<th>Total Fee Anticipated</th>
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27.4 **Annual Reports; Corporate Filings.** By signing this Contract, the ARCHITECT/DESIGNER certifies under the penalties of perjury that, if the ARCHITECT/DESIGNER is a corporation, the Corporation has filed with the State of Secretary all certificates and annual reports required by M.G.L c. 156B, §109 (Business Corporation), by M.G.L c. 181, §4 (Foreign Corporation), or by M.G.L. c. 180, §26A (Non-Profit Corporation).

27.5 **Debarment; Suspension.** By signing this Contract, the ARCHITECT/DESIGNER certifies under the penalties of perjury that the ARCHITECT/DESIGNER is not currently debarred or suspended by the Commonwealth of Massachusetts, or any if its entities or subdivisions under any Commonwealth law or regulation, including but not limited to M.G.L. c. 29, § 29F and M.G.L. c. 152, § 25C and that it is not currently debarred or suspended by the Federal Government under any federal law or regulation.

*Intentionally left blank*
IN WITNESS WHEREOF the parties have hereto set forth their hands the day and year first above written.

CITY OF MEDFORD

______________________________________________
Breanna Lungo-Koehn, Mayor
Date: _____

______________________________________________
Fiona Maxwell, Acting Chief Procurement Officer
PO No. _______

APPROVED AS TO FORM:

______________________________________________
Kimberly Scanlon, Acting City Solicitor
Date: _____

I CERTIFY THAT FUNDS HAVE BEEN ENCUMBERED IN THE AMOUNT OF $__________ FOR THIS CONTRACT.

APPROPRIATION NUMBER:

______________________________________________
Aleesha Nunley Benjamin, Finance Director/Auditor
Date: _____

[ARCHITECT/DESIGNER]

______________________________________________
Signature
Date: _____

______________________________________________
Print Name & Title

Alicia Hunt, Director of Energy & Environment and Acting Director of Community Development
Date: _____

______________________________