



Request for Qualifications

Engineering Design Services

2016 CDBG INFRASTRUCTURE DESIGN PROJECT

Hedge Street Design

by the

Town of Fairhaven

William D. Roth, Jr.

Director of Planning and Economic Development

Town Hall

40 Center Street

Fairhaven, Massachusetts 02719

Phone: 508-979-4082, Ext. 9

The Town of Fairhaven seeks proposals from engineering firms for the design, cost estimates, permitting and bid-ready construction documents for the reconstruction of 1,090 LF of Hedge Street, from the intersection with Main Street to the Acushnet River. A copy of the RFQ is available from the Planning Department at 508-979-4082, Ext. 9, broth@fairhaven-ma.gov, or on the Town's Website: www.fairhaven-ma.gov under "Documents and Contracts" The Town must receive your proposal at the Planning Department's Office no later than Noon on September 16, 2016. Proposers must submit three (3) copies of their proposal and one digital copy. The Town reserves the right to reject any proposal deemed not to be in its best interest and waive minor technicalities. Evaluation of proposals will be based upon qualifications rather than on the fee, which is fixed at \$60,000. Postmarks, faxes, and email proposals will not be considered.

This project is funded by a Community Development Block Grant from the Massachusetts Dept. of Housing and Community Development through a grant from the U.S. Department of Housing and Urban Development.

Request for Qualifications

A. INVITATION

The Town of Fairhaven seeks proposals from engineering firms for the design, cost estimates, permitting and bid-ready construction documents for the reconstruction of 1,090 LF of Hedge Street, from the intersection with Main Street to the Acushnet River. A copy of the RFQ is available from the Planning Department at 508-979-4082, Ext. 9, broth@fairhaven-ma.gov, or on the Town's Website: www.fairhaven-ma.gov under "Documents and Contracts" The Town must receive your proposal at the Planning Department's Office no later than Noon on September 16, 2016. Proposers must submit three (3) copies of their proposal and one digital copy. The Town reserves the right to reject any proposal deemed not to be in its best interest and waive minor technicalities. Evaluation of proposals will be based upon qualifications rather than on the fee, which is fixed at \$60,000. Postmarks, faxes, and email proposals will not be considered.

Three (3) copies of the technical proposal must be submitted in a sealed envelope indicating the proposer's name and address. The one digital copy shall be in a PDF format on either a CD or USB Flash Drive

B. WORK TO BE UNDERTAKEN

The project will undertake evaluation, design, permitting and creation of bid-ready construction documents for the reconstruction of approximately 1,090 LF of Hedge Street, from the intersection with Main Street to the Acushnet River.

The project will address deterioration identified in the "Appendix K" for this street completed in 2013 as part of the Anthony School Target Area Slums & Blight Inventory, which is Attachment A in this RFQ. It is anticipated that infrastructure components to be repaired with include:

- Roadway reconstruction
- Curb replacement
- Replacement and expansion of drainage systems, including drain pipes, structures and manholes, with construction of a closed drainage system at the Acushnet River outfall
- Repair/replacement of the headwall at the Acushnet River drainage outfall
- Sidewalk and driveway apron reconstruction to meet ADA standards
- Removal and replacement of overgrown street trees
- Replacement of water mains, valves, house water services, and hydrants
- Replacement of sewer main, manholes and services

C. DESIGN ENGINEERING SERVICES

The engineering consultant would be responsible for the following scope of services:

Task 1: Right-of Way/Utility Research - Perform Right-of-Way and record plan research to determine existing lines of ownership and existing infrastructure.

Task 2: Base Mapping - Conduct a topographic, geotechnical investigations and boundary survey of the project area to establish existing grades and locate existing physical features, including wetlands, and utilities impacting the project design. Establish the road layout, a baseline for construction and temporary benchmarks. Prepare a base plan for the project.

Task 3: Soil testing – Soils should be tested at the Acushnet River drainage outfall for contamination.

Task 4: Preliminary Design and Cost Estimates - Prepare preliminary design drawings including proposed construction materials and layout at an appropriate scale, as well as a preliminary construction cost estimate. Coordination with the Fairhaven Highway, Water and Sewer departments will be required to define details and limits of the necessary improvements.

Task 5: Public Participation - Attend public meetings with town officials and residents to discuss project's design (assume up to 3 meetings).

Task 6: Permitting – Prepare, file permits as required and attend all required meetings with the permitting agency. It is anticipated that the following permits will be required for improvements to the Hedge Street project area:

- **Fairhaven Conservation Commission** – Notice of Intent
- **Chapter 91 Waterway License** – required for headwall repairs
- **Army Corps of Engineers Permit** – 401 Water Quality Certification Permit

Task 7: Final Design, Specifications, Bid Documents, and final Construction Cost Estimate - Prepare final design plans, technical specifications, contract documents, and final construction cost estimate. Plans and specifications shall comply with all local, state, and federal jurisdictions and incorporate any permitting conditions. Provide both appropriate electronic and six hard copies of required documents.

D. CONTRACT PERIOD & PROJECT TIMELINE

The contract period shall be from about September 15, 2016 until February 15, 2017. See project schedule.

ESTIMATED PROJECT TIMELINE

This project will be completed within an 4-month period, with all design completed by January 31, 2017. Dates are subject to change.

PROJECT MILESTONES - Activity	Task Completion	
Grant Award	July	2016
Grant Agreement Signed by DHCD/Town	August	2016
RFQs for Engineering issued	August	2016
Consulting contracts awarded; contracts signed	September	2016
Hedge Street – Design begins	September	2016
Hedge Street – Design Complete	January	2017

All documents prepared for the project shall remain the property of the Town of Fairhaven subject to the specific requirements of the grant.

E. PROPOSAL SPECIFICATIONS

The following items must be included in all proposals:

1. Cover page identifying project, key contact person(s) who is authorized by the firm to answer questions on this proposal, members of the project team, phone and fax numbers, and email addresses.
2. Work plan that addresses your approach to the project – organized by Task as outlined in the contract.
3. Five (5) examples of projects of similar scale and cost, funding source, and budget.
4. Description of the background of the firm, consultants who will be used, including experience and qualifications and their resumes.

5. Provide at least five (5) professional references, including address and phone number , including name of contact person, phone number, project name, type of construction, estimated cost of construction, bid price, completion price, variance of the bid to the actual completion price, and engineering fee.
6. Detail of current projects on which the consulting team is working, their scope, and their timetable.
7. Identification of specific experience with Massachusetts Community Development funded projects, particularly infrastructure projects.
8. Identification of specific experience developing design consensus, working with contractors, and securing contractor interest in infrastructure projects on public infrastructure projects.
9. Attachment B completed, Certificate of non-collusion and Certificate of Tax Compliance.
10. Attachment C completed, Corporate Vote Authorizing Bid Submission and Signature of the Contract (if applicable).

G. EVALUATION CRITERIA

All non-price proposals will be evaluated based upon minimum and comparative criteria. The Town will award a contract for this project to the firm(s) or individual(s) who submit(s) the most advantageous proposal based on consideration of specified evaluation and selection criteria. The Town will then evaluate the proposals using the comparative evaluation criteria. The Town may at its own discretion schedule interviews after considering the proposals.

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

- _____ Principals must have at least three (3) years of engineering experience dealing with neighborhood infrastructure, permitting, and landscaping using state or federal funds.
- _____ Provide five (5) professional references for similar projects, including names, addresses, project you worked on, cost, difference between estimated cost and bid cost, funding sources, and phone number of the reference.
- _____ Successful experience working with neighborhood groups, town boards, and Selectmen

2. Comparative Criteria: The following rating will be used on those firms who meet the minimum evaluation criteria listed above. Those proposals that do not meet the minimum will be judged unacceptable and not reviewed any further. If a firm's any part of the proposal is determined to be unacceptable the proposal will not be reviewed further. The Town will evaluate your proposal using the following comparative criteria using the following criteria:

<i>Highly advantageous</i>	The proposal excels on the specific criterion
<i>Advantageous</i>	The proposal meets but does not exceed the evaluation standard for the criterion
<i>Not Advantageous</i>	The proposal does not fully meet the evaluation criteria or leaves a question or issue less than fully addressed
<i>Does not meet</i>	A proposal does not meet the criteria and is eliminated from further consideration

The criteria evaluated are:

A. Quality of problem identification and analysis.

The work samples presented in the firm's proposal will be evaluated in terms of their relevance to the expertise required for successful completion of the project. Proposals should contain details of similar projects and the firm's approach to the project to determine the quality of the proposed work plan and the firm's understanding of the project. The proposal should outline the firm's experience

with HUD or other relevant infrastructure design projects and outline the firm's experience serving in this capacity on other projects.

Evaluation Criteria: Firms that clearly articulate a work plan, which shows that they understand the community and the infrastructure needs of Fairhaven's Anthony School neighborhood, and that clearly articulates the firm's understanding of the project based upon experience, background, and examples of other similar projects the firm has worked on will be considered by the Town to be **highly advantageous**. In order to get the highest possible rating for this scoring element, consultants must direct their proposals specifically to this neighborhood, must clearly demonstrate an understanding of the project and must show that the proposing team has substantial experience (more than 4 of the cited projects) with infrastructure and design projects using HUD/CDBG funds. Such proposals will be considered by the Town to be **highly advantageous**. Firms that only demonstrate an understanding of the RFQ and the problem identification by simply addressing or repeating the RFQ conditions in their proposals will be considered **advantageous**. Firms that demonstrate that they are qualified as construction engineers are **not advantageous**. Firms with no clear understanding of the problems, the community throughout their proposals, and have no HUD/CDBG work experience will be considered to have **no advantage**. *Proposal eliminated from further consideration.*

- _____ *Highly advantageous (5 points)*
- _____ *Advantageous (4 points)*
- _____ *Not Advantageous (3 points)*
- _____ *Does not meet, and should be eliminated (0 points)*

B. Quality of engineering design experience

Evaluation Criteria: Individuals or firms that demonstrate extensive experience in designing a variety of state or federally funded infrastructure projects, particularly those involving residential streets will be considered **highly advantageous**. Firms or individuals that demonstrate engineering design ability but whose projects have not been funded with state and federal resources, especially HUD will be considered **advantageous**. Firms that demonstrate that they are merely qualified with only engineering experience will be judged as **not advantageous**. Individuals or teams with no previous engineering and construction experience, or HUD/state funded experience will be judged to just meet this criteria or have only a minimum of design experience will be considered **not meeting this criteria**. *Their proposal will be eliminated from further consideration.*

- _____ *Highly advantageous (5 points)*
- _____ *Advantageous (4 points)*
- _____ *Not Advantageous (3 points)*
- _____ *Does not meet, and should be eliminated (0 points)*

C. Quality of References

The Town will evaluate the proposing firms' references to identify the ability of the firm to meet the project goals, timetable, and bring the project in on time and within the stated project budget. The consultant may provide written recommendations in addition to the requested direct contact information that Town will require for evaluation of this section.

Evaluation Criteria: The Town will consider strong recommendations from a majority (more than 50 percent) of a firm's references to be **highly advantageous**, particularly if the previous client's projects are similar to the one proposed under this project. Specifically, when the Town contacts the

consultant's references and the reference confirms that the firm has direct experience with neighborhood improvement projects, the proposal will be considered **highly advantageous**. If less than a majority of the recommendations are positive (less than 50 percent), the Town will judge the proposal only as **advantageous**. If after 3 attempts the Town is unable to secure recommendations from at least 3 projects, the firm will be determined to be **not advantageous**. Firms that demonstrate that they are qualified as construction engineers are **not advantageous**. If any of the recommendations provided on behalf of the consultant are negative - or the individual would not hire the consultant again; or the Town is unable to get any recommendations on the firm after at least 3 attempts then the Town will judge the proposal as **not meeting the criteria**. *Their proposal will be eliminated from further consideration.*

- _____ *Highly advantageous (5 points)*
_____ *Advantageous (4 points)*
_____ *Not Advantageous (3 points)*
_____ *Does not meet, and should be eliminated (0 points)*

3. Interview. The Town, after reviewing proposals and at its sole discretion, may interview consultants who meet all of the minimum and comparative criteria. Each team must receive at least a ranking of "advantageous" in each of the comparative criteria may be interviewed. The interview will be held to determine:

- A. The firm's direct professional experience with similar local or DHCD/CDBG funded infrastructure design and improvements and the quality of its work plan
- B. The specific details of the firm's proposed work plan. The Town's evaluators will ask questions and clarify specifics of the work plan
- C. The allocation of personnel assigned to the project, their contribution to the project and their availability
- D. The working relationship with neighbors, the Town, and the Citizen's Advisory Committee for this project

- _____ *Highly advantageous (5 points)*
_____ *Advantageous (4 points)*
_____ *Not Advantageous (3 points)*
_____ *Does not meet, and should be eliminated (0 points)*

Overall I determine that this proposal is:

- _____ *Highly advantageous*
_____ *Advantageous*
_____ *Not Advantageous*
_____ *Does not meet, and should be eliminated*

Signed: _____ **Date:** _____

APPENDIX K**1. NAME OF SLUM & BLIGHT AREA: ANTHONY SCHOOL TARGET AREA****Public Improvement Data**

Street Name: Hedge Street - West of Main to End

(please use a separate form for each street)

Zoning or Land Use: Single Residence District
Infrastructure age

Water line: Unknown

Sewer line: Unknown

Road surface: Unknown

Lighting: Unknown

Sidewalk & curbs: Unknown

Other Relevant Data:

Please check the appropriate box.

☒ Physical Deterioration of Public Improvement
or



☐ The public improvement is not contributing to
slum and blight

Insert Photo



Describe the condition of each applicable component using the category definitions found on pages 11-14.

<u>Component</u>	<u>Condition</u>
Road Surface	<p>Poor - The paved surface is a mixture of overlays, patching and past utility trench paving which has resulted in an uneven and poorly draining road surface. Settlement areas are apparent and numerous longitudinal and transverse cracks are present. The underlying subbase and pavement are in need of reconstruction to restore structural integrity and to direct stormwater runoff to the closed drainage systems efficiently.</p>

	
Water Lines	<p>Fair - There is a 6" cement lined, ductile iron and cast iron water main with copper water services located within the roadway. Some services may be lead and in need of updating.</p>
Sewer Lines	<p>Fair - There is gravity sanitary sewer system, which consists of an 8" clay sewer main, brick manholes and 4" and 6" clay sewer services. The sewer superintendent has indicated that past video inspections and repairs showed that the piping and manholes are a cracked and deteriorated due to the age and possible settlement. The piping and manholes are a source of groundwater infiltration.</p>
Existing Sidewalk	<p>Fair - The sidewalk and driveway aprons are concrete that is cracked and showing signs of settlement and heaving and has been impacted by the roots from large street trees within the grass strips, which results in safety concerns for pedestrians and cause trip hazards. The wheelchair ramps and driveway aprons do not meet Federal ADA Accessibility Guidelines and is a hazard for the disabled, for those walking in this neighborhood, or for those with children.</p> 








Curbing

Poor - The curbing is poured in place concrete that is leaning, misaligned and cracked. Many of the curbs are broken and the concrete is deteriorating. The curbs end without transitions at the driveways and wheelchair ramps.



	
<p>Drainage</p>	<p>Poor - There is not a closed drainage system on the street. The stormwater flows in the gutters to the bottom of the street directly to the Acushnet River. Erosion at the bottom of the street is a maintenance problem during major rainfall events and untreated stormwater flows directly into the river. The edge of pavement is cracking and adjoining curbs are leaning inward due to settlement caused from the gutters which are overfull with stormwater and debris during most rainfall events. Leaching catch basins were added in the past by the DPW to help alleviate the problem. The street, neighborhood and the Acushnet River would benefit the construction of a closed drainage system with stormwater treatment controls.</p> 

	   
Parking Lot:	N/A - There are no public parking lots. On street parking provided.
Lighting:	Fair - The current lighting scheme is by cobra lights that are set high up on the poles, thereby blaring into homes and apartments. A more pedestrian friendly lighting scheme should be explored.
Trees/Landscaping:	Fair - Large street trees are overgrowing the curbs and impacting the sidewalks.  
Park/Playground:	N/A - There are no parks/playgrounds.
Other:	The electric, telephone and cable systems are overhead systems. The majority of the buildings are serviced from an overhead network of utility poles and wires. NSTAR is the owner of the gas system.
Overall Rating: (Excellent / Good / <u>Fair</u> / Poor) briefly state why. Poor - Due to aging and deteriorating roadway, sanitary sewer and lack of a closed drainage system, lack of pedestrian travel systems and the lack of suitable and safe, ADA compliant sidewalks and crosswalks.	

ATTACHMENT B
CERTIFICATIONS

INCLUDE WITH PROPOSAL

CERTIFICATE OF NON-COLLUSION

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

Signature	Date
Typed name	Title
Name of Business	

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,

_____ *authorized signatory for* _____
Name of individual *Name of consultant*

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of Fairhaven and is current with all local, state, and federal taxes and assessments.

Consultant

By:

Signature of authorized representative	President Title	Date
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ATTACHMENT C

**CORPORATE VOTE AUTHORIZING BID SUBMISSION AND SIGNATURE OF
THE CONTRACT**

FILL OUT AND SUBMIT THIS FORM WITH PROPOSAL IF A CORPORATION

I, _____ hereby certify that I am the duly qualified and acting Secretary of _____ and further certify that a meeting of the Directors of said company, duly called and held on _____, 200__, at which all members were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower _____

of this company, be and (s)he is hereby authorized to submit bids and execute contracts in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of this company shall be valid and binding upon this company.

I further certify that the above vote is still in effect and has not changed or modified in any respect.

A true copy

ATTEST:

Place of Business:

I hereby certify that I am the Clerk of _____ and that _____ is the elected _____ of said company, and that the above vote has not been amended or rescinded and remains in full force and as of this date.

Clerk of _____ (name of the company)

PROPOSED CONTRACT

THIS AGREEMENT was made as of the ____ day of _____, 2016 by and between the Town of Fairhaven, 40 Center St., Fairhaven Massachusetts (hereinafter referred to as the TOWN) and ____ hereinafter referred to as the CONSULTANT.)

WHEREAS, the Town of Fairhaven, 40 Center Street, Fairhaven, MA 02719, has entered into an agreement, with the Commonwealth of Massachusetts' Department of Housing and Community Development (hereinafter referred to as "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter Mass. "CDBG") to undertake the design of infrastructure (road, sidewalks, drainage, sewer lines, etc.) at Hedge Street, Fairhaven (hereinafter "Program") for engineering design services pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations there under, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the TOWN in the timely achievement of its Massachusetts CDBG Grant Program objectives,

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

1. **ENGAGEMENT OF CONSULTANT:** The TOWN hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the "Project Management and General Administrative Scope of Services" and "Proposed Fee Schedule", which are incorporated as Attachment A and B. The CONSULTANT submitted a proposal to the Town dated _____, which is incorporated into this Agreement and becomes part of it.
3. **RESPONSIBILITY OF THE TOWN:** The TOWN shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services. The Fairhaven Board of Public Works and William Roth, Planning Director shall oversee the work on behalf of the Town.
 - 3.1 The TOWN shall designate a project representative authorized to act as liaison with respect to the project. The Town's representative is William Roth, (508) 979-4082, Ext. 122.
4. **REPORTING:** The CONSULTANT will submit written reports to the TOWN on the status of the professional services, according to the schedule and dates specified in the Request for Proposals, or at other times as required by an information request or reporting requirement of Mass. CDBG or contained in the application.
5. **SUBCONTRACTS:** No subcontracts may be awarded by the CONSULTANT the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT without prior written approval of the TOWN.
6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are to commence on or about September 15, 2016, and shall be undertaken and completed in sequence as to assure their expeditious completion, but no later than February 15, 2017. The time of performance shall be completed in accordance with the "Project Timetable", which is attached hereto as Attachment "D".

- 6.1 All services required hereunder shall be completed by February 15, 2017.
7. **COMPENSATION:** The TOWN will pay the CONSULTANT a total fee in amount not to exceed Sixty Thousand Dollars and No Cents (\$60,000) inclusive of all expenses based on monthly invoices submitted in the approved form and according to the "Method and Schedule of Compensation," as found as Attachment B. \$60,000 is for all engineering design.
8. **GENERAL PROVISIONS:**
- 8.1 **RETENTION OF RECORDS:** The CONSULTANT SHALL MAINTAIN IN ACCORDANCE WITH 24 CFR Part 85, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.
- 8.2 **ACCESS TO RECORDS:** The CONSULTANT will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Contract available at all reasonable times for inspection, review and audit by Fairhaven or its authorized representative, including by the Mass. CDBG, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth and the Town, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other complete data of the CONSULTANT which pertain to the performance of the revisions and requirements of this Agreements, as provided by Executive Order 195.
- 8.3 **TERMINATION:** The TOWN may terminate the contract, for cause, upon 15 days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents shall become the property of the TOWN.
- 8.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachments A & B.
- 8.4 **AMENDMENTS:** This Agreement may be amended provided such amendment is in writing by the signatories hereto, and receives approval from Mass. CDBG prior to its effective date.
- 8.5 **NON-DISCRIMINATION:** The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of Vietnam Era Act (for project of \$10,000 or more); Section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 113 and 227; and Mass. CDBG regulations, procedures or guidelines.

- 8.6 **NON-DISCRIMINATION:** The CONSULTANT shall not discriminate against any person because of race, color, religious creed, national origin, gender, age, ancestry, handicap, veteran's status, sexual orientation, sexual identity or any other legally recognized protected class.
- 8.7 **PROCUREMENT STANDARDS:** The CONSULTANT shall adhere to the requirements set forth in 24 CFR 85.36 and Mass. CDBG regulations, procedures, and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including Chapter 30, section 39 M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; Chapter 30B and Chapter 193 of the Acts of 2004. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient takes affirmative steps to award a fair share of contracts taken to assure that small, minority, and women-owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUBRECIPIENT shall maintain records sufficient to detail the process for procurement.
- 8.8 **EMPLOYMENT OPPORTUNITIES:** Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.
- 8.9 **FAIR HOUSING:** Where applicable, in addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 227.
- 8.10 **LABOR STANDARDS:** Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et.seq.) and the Copeland Anti-Kickback Act.
- 8.11 **CONFLICT OF INTEREST:** Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, and the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq. with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be

incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

- 8.12 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND Mass. CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the TOWN Grant Agreement with Mass. CDBG and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protect, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as amended from time to time, OMB Circular A-133 Audits of State, Local, and Non-profit Organizations; OMB Circular A-87 Cost Principles of State and Local Government; 24 CFR Part 85 Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Government (including where relevant Subpart B and C-85.20 through 85.22; 85.25; 85.30 through 85.37), all applicable State and Local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.
9. AVAILABILITY OF FUNDS: The compensation provided by this agreement is subject to the continued availability of federal funds for the CDBG Program, and to the continued eligibility of the Commonwealth and the TOWN to receive such funds.
10. INDEMNIFICATION: The CONSULTANT will indemnify, and hold TOWN its officials, agents, servants and employees harmless from and against any and all liability including suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees for damage to persons or property of any kind whatsoever arising out of any and all activities to be conducted by the CONSULTANT pursuant to this Contract.
11. LICENSE AND FEES: The CONSULTANT shall obtain all licenses and permits (other than the license and permit granted by the Contract) required to conduct the activities pursuant to this Contract and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities
12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L., C. 66 section 10, regarding access to public to public records.
13. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.
14. CLOSEOUT: The CONSULTANT shall follow such policies and Mass. CDBG may require procedures with respect to closeout of any associated grant.
15. CERTIFICATIONS: The following Certificate of Tax Compliance, Certificate of Non-Collusion, Certification of Non-Segregated Facilities and Certification of Non-Debarment and Certification of Drug-Free Workplace must be completed and submitted as part of this contract.
16. OTHER CONDITIONS: Incorporated in this contract are the Grant Application for this project, the project budget, and Special Conditions for this grant, along with the Grant Agreement between DHCD and the Town.

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

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

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

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation Employers' Liability	Statutory
Bodily Injury Liability (except automobile)	\$500,000
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

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

18. **COMPLIANCE WITH LAWS:**

18.01 The CONSULTANT shall conduct operations under this Contract in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government, provided however, the General Specifications shall govern the obligations of the CONSULTANT where there exists conflicting ordinances on the subject.

18.02 Prospective bidders are advised that wages paid in connection with this work are subject to Massachusetts General Laws, Chapter 149, Section 27F and Federal Wage Rate Standards under the Davis Bacon Wage laws, whichever is the higher.

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

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

21. **ASSIGNMENT:** the TOWN and CONSULTANT recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither

party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

22. **SUCCESSORS AND ASSIGN:** The TOWN and CONSULTANT each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
23. **ENTIRE UNDERSTANDING:** This Contract, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.
24. **SEVERABILITY:** In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.
25. **OWNERSHIP OF DOCUMENTS:** The parties agree that all documents, files, and plans (paper and electronic) that are created for the project by the Consultant shall belong to the TOWN.
26. **JURISDICTION:** This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only in the Trial Court for Bristol County, Massachusetts.
27. **DEBARRMENT:** The contractor hereby certifies that they are not on the list of debarred contractors maintained by HUD, nor are they debarred from doing business in Massachusetts.
28. **DISPUTE RESOLUTION** All disputes arising under this Agreement shall be resolved through Arbitration subject to the following:
 - a. In the event the CONSULTANT intends to bring a claim under this Agreement, the CONSULTANT shall notify the TOWN in writing of its intent to Arbitrate. The TOWN may, within 30 days from receipt of such notice, give notice to the Consultant that it rejects arbitration. In the event the TOWN rejects arbitration, and the CONSULTANT intends to pursue its claim, the CONSULTANT shall bring suit in the Trial Court for Bristol County, Massachusetts.
 - b. In the event the TOWN intends to bring a claim under this Agreement, the TOWN may elect to either arbitrate the claim or bring its claim directly in the Trial Court for Bristol County, Massachusetts.
 - c. Unless otherwise agreed in writing by the parties, all arbitration hearings shall be held in Fairhaven and shall be governed by the rules of the "American Arbitration Association."

29. **REGISTRATION OF FOREIGN CORPORATION:** The Contractor hereby certifies that it meets the registration requirements for foreign corporations, under M.G.L. c. 30, §39L, specifically Northern Ireland or other prohibited nations as detailed by M.G.L., as amended.
30. **DRUG FREE WORKPLACE:** The contractor by their signature certifies that it has a drug free workplace and policy.
31. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** The contractor by their signature asserts that they have a non-segregated workplace.
32. **ATTACHMENTS:** The following are attached and are an integral part of this contract:
- The firm's proposal to the Town and the Town. CDBG Application
 - Attachment A - Scope of Services
 - Attachment B - Method and Schedule of Compensation
 - Attachment C - Certifications
 - Attachment D - Project Timetable
 - Attachment E - HUD Financial Disclosure Form
 - Attachment F -Insurance Documents provided by the CONSULTANT pursuant to paragraph 17.
 - Attachment G – EO 481
 - Attachment H – Registration of Foreign Corporation
 - Attachment I – Certification of Non Debarment
 - Attachment J – Company's Drug Free Policy

IN WITNESS THEREOF, the TOWN and the CONSULTANT have executed this Agreement under seal in triplicate as of the date above written.

For the TOWN:

By: _____
Chairman, Board of Selectmen

Date: _____

By: _____
Fairhaven Board of Selectmen

Date: _____

By: _____
Fairhaven Board of Selectmen

Date: _____

The CONSULTANT:

By: _____

Date: _____

Title: _____

Address: _____

Attest to the Availability of Funds:

By: _____
Title: Town's Accountant

Date: _____

Attest to the Procurement of Services:

By: _____
Title: Fairhaven Procurement Officer

Date: _____

Approval as to Form Only:

By: _____
Title: Town Counsel

Date: _____

ATTACHMENT A
PROJECT MANAGEMENT AND GENERAL ADMINISTRATIVE
SCOPE OF SERVICES

The Engineering firm will provide engineering design services to be undertaken during the project. The project will undertake evaluation, design, permitting and creation of bid-ready construction documents for the reconstruction of approximately 1,090 LF of Hedge Street, from the intersection with Main Street to the Acushnet River.

The project will address deterioration identified in the “*Appendix K*” for this street completed in 2013 as part of the Anthony School Target Area Slums & Blight Inventory. It is anticipated that infrastructure components to be repaired include:

- Roadway reconstruction
- Curb replacement
- Replacement and expansion of drainage systems, including drain pipes, structures and manholes, with construction of a closed drainage system at the Acushnet River outfall
- Repair/replacement of the headwall at the Acushnet River drainage outfall
- Sidewalk and driveway apron reconstruction to meet ADA standards
- Removal and replacement of overgrown street trees
- Replacement of water mains, valves, house water services, and hydrants
- Replacement of sewer main, manholes and services

DESIGN ENGINEERING SERVICES

The engineering consultant would be responsible for the following scope of services:

- Task 1: Right-of Way/Utility Research** - Perform Right-of-Way and record plan research to determine existing lines of ownership and existing infrastructure.
- Task 2: Base Mapping** - Conduct a topographic, geotechnical investigations and boundary survey of the project area to establish existing grades and locate existing physical features, including wetlands, and utilities impacting the project design. Establish the road layout, a baseline for construction and temporary benchmarks. Prepare a base plan for the project.
- Task 3: Soil testing** – Soils should be tested at the Acushnet River drainage outfall for contamination.
- Task 4: Preliminary Design and Cost Estimates** - Prepare preliminary design drawings including proposed construction materials and layout at an appropriate scale, as well as a preliminary construction cost estimate. Coordination with the Fairhaven Highway, Water and Sewer departments will be required to define details and limits of the necessary improvements.
- Task 5: Public Participation** - Attend public meetings with town officials and residents to discuss project’s design (assume up to 3 meetings).
- Task 6: Permitting** – Prepare, file permits as required and attend all required meetings with the permitting agency. It is anticipated that the following permits will be required for improvements to the Hedge Street project area:
- **Fairhaven Conservation Commission** – Notice of Intent
 - **Chapter 91 Waterway License** – required for headwall repairs
 - **Army Corps of Engineers Permit** – 401 Water Quality Certification Permit

Task 7: Final Design, Specifications, Bid Documents, and final Construction Cost Estimate - Prepare final design plans, technical specifications, contract documents, and final construction cost estimate. Plans and specifications shall comply with all local, state, and federal jurisdictions and incorporate any permitting conditions. Provide both appropriate electronic and six hard copies of required documents.

ATTACHMENT B
METHOD AND SCHEDULE OF COMPENSATION
ENGINEERING AND RESIDENT INSPECTOR SERVICES

DO NOT SUBMIT WITH PROPOSAL

TASK #	TASK	FEE/TASK
Task 1	Right-of-Way/Utility Research	\$ 5,000.00
Task 2	Base Mapping	\$ 5,000.00
Task 3	Soil Testing	\$ 14,000.00
Task 4	Preliminary Design & Cost Estimates	\$ 8,000.00
Task 5	Public Participation	\$ 3,000.00
Task 6	Permitting	\$ 10,000.00
Rask 7	Final Design, Specifications, Bid Documents & final Construction Estimate	\$ 15,000.00
TOTAL PROJECT FEE		\$ 60,000.00

ATTACHMENT C
CERTIFICATIONS

DO NOT SUBMIT WITH PROPOSAL

CERTIFICATE OF NON-COLLUSION

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

Signature	Date
Typed name	Title
Name of Business	

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,

_____ *authorized signatory for* _____
Name of individual *Name of consultant*

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of Fairhaven and is current with all local, state, and federal taxes and assessments.

Consultant

By:

Signature of authorized representative	President Title	Date
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ATTACHMENT D
PROJECT TIMETABLE

This project will be completed within an 4-month period, with all design completed by January 31, 2017. Dates are subject to change.

PROJECT MILESTONES - Activity	Task Completion	
Grant Award	July	2016
Grant Agreement Signed by DHCD/Town	August	2016
RFQs for Engineering issued	August	2016
Consulting contracts awarded; contracts signed	September	2016
Hedge Street – Design begins	September	2016
Hedge Street – Design Complete	January	2017

ATTACHMENT E
HUD FINANCIAL DISCLOSURE FORM

DO NOT SUBMIT WITH PROPOSAL

FINANCIAL DISCLOSURE REPORT
FINANCIAL INTEREST IN PROJECT ASSISTED BY MASSACHUSETTS SMALL CITIES PROGRAM

APPLICANT: Town of Fairhaven PROJECT: Hedge Street Design Project

Any applicant (city or town government, or subrecipient) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity

- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g., contractor, consultant, investor, etc.).
- D. Provide for each.

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person, who knowingly and materially violates any required disclosure of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature _____

Date: _____

THE COMMUNITY'S CHIEF ELECTED OFFICIAL MUST SIGN THIS FORM.

ATTACHMENT F
INSURANCE POLICIES PROVIDED BY THE FIRM
DO NOT SUBMIT WITH PROPOSAL

ATTACHMENT G – EO 481

DO NOT SUBMIT WITH PROPOSAL

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

Issued
March 2007



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS:

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

CONTRACTOR CERTIFICATION:

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

Contractor Authorizing Signature

Date:

Print Name

Title: _____

Telephone: _____

Fax: _____

Email: _____

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

ATTACHMENT H
REGISTRATION OF FOREIGN CORPORATION

DO NOT SUBMIT WITH PROPOSAL

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

Contractor
By:

	President	
_____ Signature of authorized representative	_____ Title	_____ Date

ATTACHMENT I
CERTIFICATION OF NON DEBARMENT

DO NOT SUBMIT WITH PROPOSAL

The Contractor hereby certifies that it is not listed on the HUD or Massachusetts list of debarred contractors.

Contractor
By:

	President	
_____ Signature of authorized representative	_____ Title	_____ Date

ATTACHMENT J
Certification of Drug-Free Workplace

DO NOT SUBMIT WITH PROPOSAL

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs and;
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-
 - (a) Abide by the terms of the statement and;
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Town in writing, within ten calendar days after receiving notice under sub-paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Town has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted-
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or;
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Signature: _____

Date: _____