

ADVERTISEMENT
CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
Sealed Qualification Packages & Bids for On-Call Professional Engineering Services
Per Bid No. SPG-14-134

will be received until 2:00 p.m.: January 15, 2014 By:
THE OFFICE OF PROCUREMENT
LAUREN STABILO, CHIEF PROCUREMENT OFFICER
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103
PHONE (413) 787-6284 FAX (413) 787-6295

at which time they will be publicly opened and read in the Office of Procurement Bid Room.

Request for Qualification Package / Project Manual will be available at no charge beginning Wednesday, December 18, 2013, at 8:30AM: Online at www.comm-pass by selecting the Solicitation tab and using the Browse All. Open by Entity (City of Springfield) option at any time 24 hours a day, seven days a week.

Services Required: The City of Springfield (City) through its Department of Capital Asset Construction (DCAC), Chief Administrative Finance Officer (CAFO) and other various City Departments wishes to engage one or more multi-disciplined Professional Engineering firms (Consultants) for a variety of services on an as-need basis, particularly for the City's buildings, park and open spaces. This procurement will cover the general engineering needs of the DCAC, CAFO and other various City departments. The selected consultant(s) may be required to complete projects which require special expertise and/or are too large for the execution by in-house staff.

The City retains the right to procure similar engineering services outside of any contract entered into as a result of this advertisement / contract.

The resultant term of the awarded contract will be for one year, with two additional one-year renewable options at the sole discretion of the City of Springfield.

Your attention is directed to the Equal Employment Opportunity and Affirmative Action section of the Request for Qualifications / Project Manual. The Chief Procurement Officer reserves the right to reject any or all proposals.

The City of Springfield will hold a mandatory pre-submission conference on January 8, 2014 at 10:00 A.M. at 70 Tapley Street, Springfield, MA 01104.

All questions regarding bid or its specifications must be received by the Office of Procurement no later than January 9, 2014 by 4:00 P.M.

<p>Note to Newspaper: Insert the above advertisement in the Springfield Republican ONLY under the heading "Legal Notice" on: December 18, 2013 Reference: (413) 787-6285 per Bid No. SPG-14-134</p>

Section 1 – Request for Qualifications / Proposals Overview

The City of Springfield, MA (City) is inviting proposals from consultants to provide On-Call Professional Engineering Services through its Department of Capital Asset Construction and Chief Administrative Finance Officer.

Pertinent Dates

RFQ/P Advertisement Date	December 18, 2013
Mandatory Pre-Submission Conference	January 8, 2014
Final Date for RFP/Q Inquiries	January 9, 2014
RFP/Q Submission Date	January 15, 2014
Consultant Interviews (if necessary)	Week of January 27, 2014 +/-
Contract Award Date	February 10, 2014 +/-

General Instructions

The City considers any information, which may have been released either in writing or orally prior to the issuance of the official RFQ/P to be preliminary in nature and the City shall not be bound by any such information.

All proposers shall furnish all information required in this RFQ/P. Failure to submit all required material will result in the Submission being rejected by the City. The person signing the proposal must initial any erasures or changes that appear in the response for the response to be valid.

Brokers are not allowed to submit proposals on behalf of any firm and submissions will only be accepted from firms licensed to do work in the State of Massachusetts. Persons signing the proposal must have the authority to contractually bind the submitting firm to the City of Springfield for any and all tasks if the firm is selected by the City.

Where potential Professional Engineering services are set forth in the RFQ/P, the City will / may consider proposals / disciplines for services other than those listed in this RFQ/P.

Proposers may not submit alternate proposals.

Point of Contact for Questions and / or Clarifications

Proposers are advised that the City's Point of Contact for all matters concerning this RFQ/P is the Chief Procurement Officer:

Lauren Stabilo, Chief Procurement Officer
City of Springfield
Office of Procurement
36 Court Street, Room 307
Springfield, MA
e-mail: lstabilo@springfieldcityhall.com
Phone 413-787-6284
FAX 413-787-6295

Oversight of the contract will be administered by:

Timothy J. Plante
Chief Administrative Finance Officer, or by his appointed designee.

Any inquiries related to this RFQ/P must be made in writing, submitted to the Office of Procurement by the date identified in this RFQ/P. Inquiries submitted after the time and date specified will not be addressed. Oral questions will be accepted at the pre-submission conference and, if necessary, addenda will be issued. Oral or written questions or inquiries will not be accepted from any third party agents or brokers.

The City will issue responses to inquiries and any other corrections, amendments and additional information which it deems necessary in written addenda issued prior to the closing date. Addenda will be posted on-line at www.comm-pass.com and it is the responsibility of the proposer to ensure that all addenda have been reviewed and addressed. Each proposer must indicate that they have read and reviewed any and all addenda and their proposal addresses any and all modifications contained in said addenda.

Restrictions on Contact with City Employees

Perspective proposers are advised that, from the date of advertisement of this RFQ/P until the award of any resultant contract, they are not permitted to contact any City employee about any matter related to this RFQ/P, unless they have received the permission of the Chief Procurement Officer. The restriction also extends to any broker / agent representing any firm. Any violations of the restriction clause committed by a firm, or broker / agent of a firm, is grounds for rejection of their bid.

Pre-Submission Conference

The City of Springfield will hold a mandatory pre-submission conference on January 8, 2014 at 10:00 am in the Conference Center at 70 Tapley Street, Springfield, MA 01104. Firms wishing

Section 1 – Overview

City of Springfield – Department of Capital Asset Construction

Request for Qualifications - On-Call Professional Engineering Services

I - 2

to submit a response to this RFQ/P must attend the conference or their response package will be voided. Brokers / Agents who are not full time employees of a submitting firm are not eligible to attend to pre-submission conference and the firm that they represent will not be credited with being in attendance. Questions and / or inquiries will be accepted at the pre-submission conference and a determination will be made if items discussed will be included in an addendum.

RFQ/P Submission Requirements

Proposers should also refer to Section 2 & Section 3 of this document for greater detail on the submission procedures and format.

The general submission procedures are as follows:

- Submit one original and 6 copies of the entire submission package. Please mark original clearly.
- Submissions must be received by the Office of Procurement before 2:00 pm on January 15, 2014. Proposers are recommended to include their firm name and complete address on the outer envelope and / or wrapper enclosing the submission. The outer envelope should be addressed as follows:

Office of Procurement
36 Court Street – Room 307
Springfield, MA 01103
Attn: Lauren Stabilo, Chief Procurement Officer

RFQ/P Title” On-Call Professional Engineering Services” – Bid SPG-14-134
Closing Date – January 15, 2014 @ 2:00pm

- Proposals are due by 2:00 pm on the closing date listed above. No proposals will be accepted after the closing time. Proposals may be delivered to the Office of Procurement at the address listed above between the hours of 8:30 am and 4:30 pm Monday through Friday, excluding holidays observed by the City. Proposers are responsible for informing any commercial delivery services of all delivery requirements, and for assuring that all necessary information appears on the outer wrapper of the package as directed.
- The City will not accept electronic or telegraphic proposals.

Withdrawal of Proposals

Proposers may withdraw their proposal from consideration at any time prior to award of the contract. Proposers who decide to withdraw their proposal are required to notify the City in

writing, which must be in a sealed envelope and addressed and directed to the Chief Procurement Officer. The City will retain all copies of the submittal for its records.

Incurring Cost

The City shall not be held liable for any proposal preparation or, if awarded a contract, for any pre-contract activity or costs incurred by any proposer in the preparation of their proposal, preparation or presentation at an interview, during any negotiations regarding the contract, or in execution of the contract.

Oral Presentations / Interviews

The City may require proposers to give oral presentations / interviews regarding their proposal and / or to demonstrate the firm's capabilities to provide the City of Springfield with the necessary services required under the contract. Agents and / or brokers of any proposer will not be allowed at any presentation / interview. If shortlisted for an interview, the proposer will be notified of the exact requirements to be addressed at the interview.

Disclosure of Proposals

Upon submission, proposals and other materials submitted by the Proposers become records subject to the freedom of information laws of Massachusetts. The City may deny the public access to such records or applicable portions of any submission which are deemed to be "trade secrets" or are maintained for the regulation of commercial enterprise which, if disclosed, would cause "substantial injury to the competitive position of the subject enterprise", "are specifically exempt from disclosure by State or Federal statute", "are otherwise exempted from disclosure under law. Proposers should mark as "Confidential" only those portions of their proposal which they believe are not required to be disclosed under law. The City, however, is obligated to disclose information consistent with the requirements of law notwithstanding any such marking made by the Proposers. Cost proposals / rates are not to be considered as confidential or trade secrets.

Examination of Specifications

The proposer shall carefully examine the RFQ/P and all other documents and data associated with this contract, and become familiar therewith. The Proposers shall not at any time after executing a contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstandings with regard to the nature, conditions, or character of the work to be completed under this contract, and shall assume all

risks resulting from any changes in the conditions which may occur during the progress of the work.

Contract Award

In general, contract(s) resulting from this solicitation will be awarded to the qualified Proposers, whose proposals, costs, and / or presentation / interview will be the most advantageous to the City of Springfield to provide the required services. No contract shall be effective until the City and selected Proposer sign a contract and the City issues a Notice of Award.

The City has not made a determination as to the number of firms to be selected for this contract, however, we do that it will be more than one.

Contract Term

The proposed contract to be award by the City will be for the term of one year, with the option to extend the contract for two additional one-year terms, at the full discretion of the City. The City of Springfield Office of Procurement will submit a renewal in writing approximately sixty (60) days prior to the expiration of the contract.

Section 2 – Submittal Procedures and Format

General Submission Requirements

- Submit one original and 6 copies of the entire submission package. Please mark original clearly.
- Submissions must be received by the Office of Procurement before 2:00 pm on January 15, 2014. Proposers are recommended to include their firm name and complete address on the outer envelope and / or wrapper enclosing the submission. The outer envelope should be addressed as follows:

Office of Procurement
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- The City will not accept electronic or telegraphic proposals.
- Each Section must be tabbed and titled as requested below.

Submission Format

The submission package should be in the sequence and format listed as follows. Submission should have divider pages and be titled as stated.

- Cover Letter
- Executive Summary
- Tab 1 – Team Organization
- Tab 2 – Designer Application Form
- Tab 3 – Background of Firm

- Tab 4 – Professional Personnel
- Tab 5 – Hourly Rates
- Tab 6 – Quality Assurance Plan
- Tab 7 – Affirmative Action Plan

Cover Letter

At a minimum, the Cover Letter must:

- Provide a list of Similar Municipal Engineering Experience – also specify if any work is under a similar On-Call arrangement
- Identify the Project Manager
- State that the submitting firm has an office in the State of Massachusetts
- State that the office designated as “prime work location” must be within 50 miles of the City of Springfield. Preference will be given to firms relative to their distance from the City of Springfield.
- State that the Project Manager is a Registered Professional Engineer in the State of Massachusetts and has been with the current firm for a minimum of 3 years.
- Includes a statement that the proposer accepts all terms and conditions contained in the RFQ/P
- Provide a statement that addenda has been received, reviewed and accepted as part of the RFQ/P

Executive Summary

This section should a brief overview of material included the following sections and include all requested statements or exceptions noted by the proposer.

This section should also include all of the required forms fully executed including:

- **Cover Page**
- **Affirmative Action Plan**
- **Tax Certification Affidavit for Contractors**
- **Collusion or Fraud Statement**
- **Signed Addenda (if Issued)**

Tab 1 – Team Organization

The proposer must provide a listing of required services that the firm will be providing, along with which services will be provided by any subconsultants. The proposer must also submit an organizational chart that clearly identifies the Project Manager, the services that will be

provided, and the individuals who will be providing those services, and which firm they are associated with, if they are with a sub-consultant.

Tab 2 – Designer Application Form

The proposer must submit a completed “Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated February 2013)”. A copy of the form is attached and can be downloaded in Word format or PDF format from www.mass.gov website. The primary firm is responsible for completing all sections of the form, and a completed section 8B must be submitted for each subconsultant.

Tab 3 – Background of Firm – Project Experience

Please include the following information in this section:

- Firm Name
- Parent Company (if any) and year acquired
- Year Established
- Any former name that firm has been known by
- Business address of Parent Company (if any)
- Business address of office to be in primary charge of the work
- Name of Project Manager
- Name of Person to Contact with any questions about proposal
- Name of Firm Principals, where registered and current professional standing
- Type of Services that primary firm is qualified to provide.
- Listing of Primary Firm and Subconsultant Qualifications

This section should also include a narrative section on relevant experience of the primary firm and all included subconsultants. Individual project pages are acceptable, however, all experience listed should only be from the last 5 years to be considered relevant. Project information should include references.

Tab 4 – Professional Personnel - Resumes

This section shall include resumes of all individuals from the primary firm and subconsultants to be involved in this assignment with the City of Springfield. The resumes shall be limited to two pages in length, include the number of years an individual has been with the current firm and identify which specific area of expertise the individual will provide under headings such as:

- Civil Engineers
- Structural Engineers
- Landscape Architects
- Transportation Engineers

Section 2 – Submittal Procedures

*City of Springfield – Department of Capital Asset Construction
Request for Qualifications On-Call Professional Engineering Services*

- Electrical Engineer
- Geotechnical Engineer
- Land Surveyor
- Environmental Engineer
- Licensed Site Professional
- Construction Administrator / Inspector / Management
- Architects
- Etc.

The resume of the Project Manager can be more than 2 pages in length. The Project Manager must have:

- A minimum of 10 years experience
- Bachelors Degree in Engineering
- Must have been with the current firm for a minimum of 3 years
- Must be a registered Professional Engineer in Massachusetts
- Must have acted as Project Manager on similarly size On-Call Contracts in the recent past with the current company.

Tab 5 – Fee Schedule - Hourly Rates

The contractor shall include in this section a complete list of hourly rates for the primary firm and for all subconsultants. The rates should be in a combined format rather than separate sheets for each firm, if appropriate. Contractor must also identify how project expenses will be addressed and charged.

Bidders must state in the Executive Summary portion of their submittal if they will renew the contract for the second and third years at the hourly rates included in the original submission or if new hourly rates will be submitted.

Tab 6 – Quality Assurance Plan

The proposer must include a copy of the firm’s Quality Assurance Plan in this section.

The selected consultants shall perform all work to the highest standards of professional care. The consultant shall establish and maintain a Quality Assurance Plan, subject to the Owners approval, setting forth the Consultants policy for Quality assurance and procedures for implementing that policy. Such plan must apply to all employees engaged in work under this assignment, include regular and written procedures for performance of all project activities, and provide sufficient information to senior managers to enable effective supervision of project.

Section 2 – Submittal Procedures

The submitted Quality Assurance Plan must provide details of your internal control system, which controls the following areas at a minimum:

- Design Review and Quality Assurance
- Project Scheduling
- Personnel Assignments and Scheduling
- Financial Control

Tab 7 – Affirmative Action Plan

The proposer must submit a copy your firm's Affirmative Action Plan. Please provide in this section your firm's policies and goals in regards to the recruitment of minority men and women. See Appendix C for other required information to be submitted.

Section 3 – Evaluation Procedure and Criteria

Submission Requirements

Any proposer who does not meet all of the outlined submission requirements, including submission of all necessary forms and documents, will be rejected, deemed non responsive, and will not be considered for the contract.

Selection Committee

The City will be assembling a selection committee for this project. At this time the members have not been identified.

Selection Process

The City will be using a two step selection process -

STEP 1 - Upon receipt of all submissions deemed to meet all of the outlined submission requirements, the selection committee will review independently all of the proposals using the Consultant Ranking Form located in Appendix A for each Proposer. Proposers will then be ranked from highest to lowest based upon scores achieved.

STEP 2 - If deemed necessary by the City, oral presentations / interviews will be held by the City. Specific selection criteria used in the interview process will be distributed to the firms selected for interviews.

A determination has not been made as to the number of firms to be selected for this contract, however, there will be more than one firm selected.

General Selection Criteria

The following general criteria shall be used to evaluate the firms submitting proposals:

- Proposer / team provides all necessary services required of the City
- Proposer has provided similar services to similarly sized communities in Massachusetts
- Project Manager possesses significant diversified engineering experience
- Understanding of the work requirements
- Qualifications of Personnel
- Necessary resources to complete assigned tasks
- Compliance with Affirmative Action Requirements
- Quality of Oral Presentation / Interview, if required

Minimum Evaluation Criteria

Proposers must meet the following minimum requirements:

- Ten (10) years experience of providing similar on-call engineering experience
- Project Manager must have a minimum of 3 continuous year's service with current firm
- Must meet all Affirmative Action requirements
- Firm must have an office in the State of Massachusetts
- Office designated as "prime work location" must be within 50 miles of the City of Springfield

All of the above minimum evaluation criteria must be addressed in the Cover Letter submitted to the City of Springfield.

Section 4 – Scope of Work

General

The City of Springfield acting through its Department of Capital Asset Construction (DCAC) and Chief Administrative Finance Officer (CAFO) wishes to engage one or more multi-disciplined engineering for a variety of services on an “as-needed” basis. The procurement will cover the general engineering needs of the DPW and various other City Departments. The work will be generally related to City facilities and park, and may also require significant coordination and direction with the Department of Parks, Buildings and Recreation Management. Some of the services may include:

- Consultation and Advice
- Feasibility Studies
- Field Investigation and Engineering Data Collection
- Engineering Reports
- Land Surveying
- Construction Cost Estimating
- Design Services, whole or in part
- Construction Management and Inspection
- Materials Testing
- Value Engineering
- Expert Testimony
- Sustainability Design
- Environmental Assessments and Permitting
- Preparation of O&M Manuals
- State of Federal Agency Mandate Compliance

The Consultants may be required to accomplish projects which require special expertise and/or are too large for execution by City staff. Typical areas of expertise to be needed under this agreement include but are not limited to:

- Architectural Services
- Materials Testing
- Aerial Surveys
- Bridge Engineering
- Composting
- Construction Inspection & Administration
- Construction Management
- Dam Studies and Designs

- Project Planning
- Mechanical / Electrical / Plumbing Engineering
- Environmental Permitting
- Environmental Sciences and Engineering
- Geographic Information Systems
- Flood Control Systems
- Highway and Street Engineering
- Lake and Pond Management Studies and Analyses
- Land Surveying
- Building Inspections and Assessments
- Mechanical Engineering
- Pavement Management
- Solid Waste Management
- Traffic Engineering
- Hazardous Material
- Geotechnical Engineering
- Value Engineering

The selected engineering firm(s) will provide a wide range of design and specialized consulting services through the medium of appropriately staffed divisions, subconsultants or subsidiary organizations. To be properly qualified to render specialized engineering services, the division, subconsultant or subsidiary organization must be directed by a professional engineer with training and experience in the specialized field.

The Consultants will have prime responsibility for all aspects of the projects as assigned. It is understood that the Consultant selected may not have on-staff all of the fields of expertise and engaging subconsultants may be necessary on some projects.

With regard to subconsultants, if firms identify specific outside firms to provide certain services, the required information identified in Section 2 of this document. Depending upon the services identified, it may be necessary to have the subconsultant attend the oral presentation / interview, if invited.

This procurement and scope of services will be limited to the extent that statutory procedures govern the selection of engineers for certain types of projects.

Appendix A – Consultant Ranking Form

On-Call Engineering Consultant Ranking Form



Firm being Reviewed: _____

Reviewer name: _____

1.	Overall Quality of Proposal (15 points)	Score:
	Comments:	
2.	Similar On-Call Engineering Experience (20 Points)	Score:
	Comments:	
3.	Project Manager Experience (15 Points)	Score:
	Comments:	
4.	Does Team Provide all of the Necessary Services (15 Points)	Score:
	Comments:	
5.	Team Experience (25 Points)	Score:
	Comments:	
6.	Competitiveness of Hourly Rates and Office Location (10 Points)	Score:
	Comments:	
Total Consultant Score:		

**Appendix B –
Standard Designer
Application Form for
Municipalities and Public
Agencies not within DSB
Jurisdiction
(Updated February 2013)**

Commonwealth of Massachusetts

1. Project Name/Location For Which Firm Is Filing:

2. Project #

This space for use by Awarding Authority only.

Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction
 (Updated February 2013)

3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:

3e. Name Of Proposed Project Manager:

For Study: (if applicable)
 For Design: (if applicable)

3b. Date Present and Predecessor Firms Were Established:

3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:

3c. Federal ID #:

3g. Name and Address Of Parent Company, If Any:

3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):

Email Address:
 Telephone No:

Fax No.:

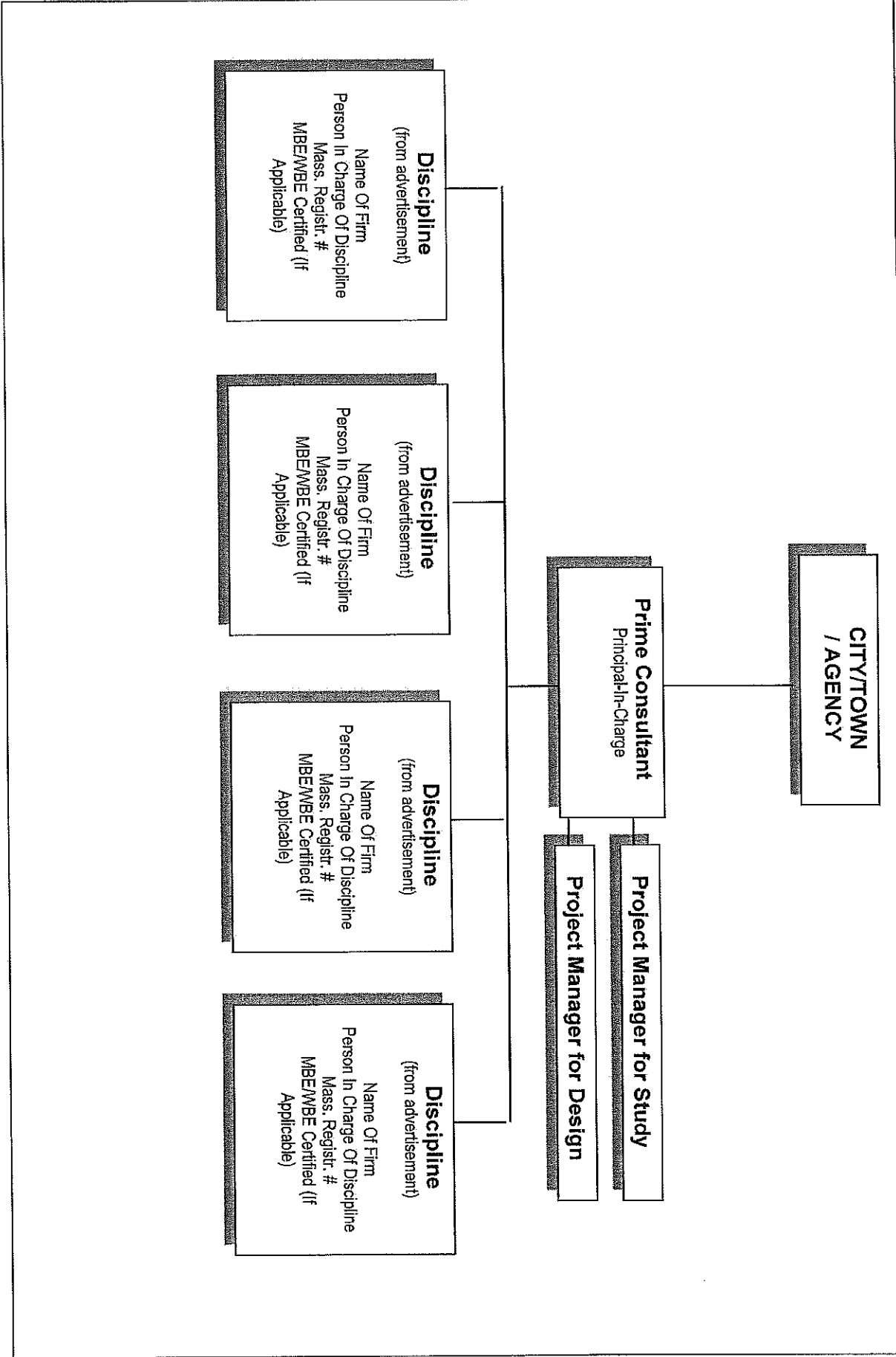
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function - Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):

Admin. Personnel	()	Ecologists	()	Licensed Site Profs.	()	Other	()
Architects	()	Electrical Engrs.	()	Mechanical Engrs.	()		()
Acoustical Engrs.	()	Environmental Engrs.	()	Planners: Urban /Reg.	()		()
Civil Engrs.	()	Fire Protection Engrs.	()	Specification Writers	()		()
Code Specialists	()	Geotech. Engrs.	()	Structural Engrs.	()		()
Construction Inspectors	()	Industrial Hygienists	()	Surveyors	()		()
Cost Estimators	()	Interior Designers	()		()	Total	()
Drafters	()	Landscape Architects	()		()		()

5. Has this Joint-Venture previously worked together? Yes No

3h. Check Below If Your Firm Is Either:
 (1) SDO Certified Minority Business Enterprise (MBE)
 (2) SDO Certified Woman Business Enterprise (WBE)
 (3) SDO Certified Minority Woman Business Enterprise (MWBE)

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 MBEWBE Status, If Applicable:



<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Confine responses to the space provided on the Form and limit Resumes to ONE person per discipline 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.</p>	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="display: flex; justify-content: space-between;"> <div> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div> <div> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="display: flex; justify-content: space-between;"> <div> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div> <div> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

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

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):			
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not)	Completion Date (Actual or Estimated) (R)Renovation or (N)New	
		1.				
		2.				
		3.				
		4.				
		5.				
		6.				
		7.				
		8.				
		9.				
		10.				
		11.				
		12.				

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

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" 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:	Aggregate Amount	Policy Number	Expiration Date
Name of Company			

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:	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):	% Ownership	MA Reg #	Status/Discipline	Name And Title	% Ownership	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

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 7, Section 38A 1/2 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 _____ Printed Name and Title _____ Date _____
 (Signature)

Appendix C – Affirmative Action Plan

APPENDIX C

AFFIRMATIVE ACTION PLAN

NAME OF PROJECT: _____ BID NO.: _____

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
Overall	MALE					FEMALE				
Total Sum of Col. B thru F	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALSAKAN NATIVE	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT of Hispanic origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALSAKAN NATIVE
A	B	C	D	E	F	B	C	D	E	F

B.) What is your anticipated work force for this project? _____

Number of Minorities _____ Number of Females _____

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

MALE---FEMALE: Black, Hispanic, Asian, American Indian
 Alaskan Native, Cape Verdian, Caucasian,

 AUTHORIZED SIGNATURE DATE

 FIRM

 ADDRESS

 TELEPHONE NO.

THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID / PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT. FAILURE TO SIGN THIS FORM WILL RESULT IN THE REJECTION OF YOUR BID PACKAGE

**Appendix D –
Collusion or Fraud Statement**

APPENDIX D
OFFICE OF PROCUREMENT
CITY OF SPRINGFIELD, MA

Bid No. SPG-14-134
On-Call Professional Engineering Services

COLLUSION OR FRAUD STATEMENT

**THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF
PURJURY THAT THIS BID 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.**

NAME OF PERSON SIGNING BID

SIGNATURE

COMPANY NAME

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID OFFER. FAILURE TO
SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

**Appendix E –
Tax Certification Affidavit**

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____ State Identification Number _____ Federal Identification Number _____

Company: _____

P.O. Box (if any): _____ Street Address Only: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

List address(es) of all other property owned by company in Springfield: _____
Please Identify if the bidder/proposer is a:

Corporation _____

Individual _____ Name of Individual: _____

Partnership _____ Names of all Partners: _____

Limited Liability Company _____ Names of all Managers: _____

Limited Liability Partnership _____ Names of Partners: _____

Limited Partnership _____ Names of all General Partners: _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, _____ certify under the pains and penalties of perjury that _____, to my best knowledge and
(authorized agent) (Bidder/Proposer)
belief, has/have complied with all United States Federal taxes required by law.

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

CITY OF SPRINGFIELD TAX CERTIFICATION

I, _____ certify under the pains and penalties of perjury that _____, to my best knowledge and
(authorized agent) (Bidder/Proposer)
belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, _____ certify under the pains and penalties of perjury that _____,
(authorized agent) (Bidder/Proposer)
to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors,
and withholding and remitting child support.

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

Notary Public

STATE OF _____, 2009

County of _____, ss.

Then personally appeared before me [name] _____, [title] _____ of [company name] _____, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] _____.

Notary Public

My commission expires: _____

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM, AND YOU MUST FILE THIS FORM WITH YOUR BID OR CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

Appendix F – Sample Contract Terms and Conditions

CITY CONTRACT NO: _____

PROFESSIONAL ON-CALL ENGINEERING SERVICES

This AGREEMENT (also referred to as the contract) is made effective on the date of the last signatory and is made by and between the **CITY OF SPRINGFIELD**, a Massachusetts municipal corporation with a principal office at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its Department of Public Works, with the approval of its Mayor, (hereinafter called the "**OWNER**"), and ~~XXXXXXXXXXXXXXXXXX~~, a corporation with a usual place of business at ~~XXXXXXXXXXXXXXXXXX~~ (hereinafter called the "**ENGINEER**").

WITNESSETH:

WHEREAS, the owner desires to retain a multidiscipline Engineering firm to provide Professional Engineering Services for a project generally described as Special Projects/Basic Ordering Agreement;

WHEREAS, the ENGINEER represents and warrants that the ENGINEER, and its subsidiary organizations and subcontractors, meet the criteria set forth in Bid No. SPG-14-134 and that the ENGINEER possesses the necessary knowledge and experience to perform the Work and services herein described; and

WHEREAS, the OWNER desires to retain the ENGINEER on the terms and conditions set forth in this Agreement and the ENGINEER has agreed to accept such retainer;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

ARTICLE 1: TERM

The term of this AGREEMENT shall be for an initial period of ONE (1) year starting with the effective date. The OWNER solely shall have the option to extend this AGREEMENT on a yearly basis for two (2) additional terms, each term to be for a period of one year.

ARTICLE 2: SCOPE OF SERVICES

A. Services are to be provided only at the request of the Owner acting through its Department of Public Works and various other departments. Services will be requested on an as needed basis, and the Owner is not required to request any services. The Owner retains the right to procure engineering services otherwise than by this Agreement.

B. The ENGINEER agrees to furnish the OWNER the following general engineering services on an "as needed" basis:

1. Consultation and advice;
2. Feasibility Studies;
3. Field Investigation and Engineering Data Collection;
4. Engineering Reports;
5. Land Surveying;
6. Construction Cost Estimating;
7. Design Services, whole or in part;
8. Construction Management and Inspection;
9. Materials Testing;
10. Value Engineering;
11. Expert Testimony;
12. Environmental Assessments;
13. Landfill Services;
14. Preparation of O&M Manuals;
15. State of Federal Agency Mandate Compliance.

C. The ENGINEER may be required to accomplish projects which are too large for execution by the OWNER and /or which require special expertise including but not limited to the following:

1. Architectural Services;
2. Aerial Surveys;
3. Bridge Engineering;
4. Composting;
5. Construction Inspection & Administration;
6. Construction Management;
7. Electrical Engineering;
8. Environmental Permitting;
9. Environmental Sciences and engineering;
10. Geographic Information Systems;
11. Flood Control Systems;
12. Highway and Street Engineering;
13. Land Surveying;

14. Building Inspection and Assessments;
15. Mechanical Engineering;
16. Pavement Management;
17. Solid Waste Management;
18. Traffic Engineering;
19. Hazardous Material;
20. Geotechnical Engineering.

D. The ENGINEER will provide a wide range of design and specialized consulting services through the medium of an appropriately staffed division or subsidiary organizations or subcontractors. The ENGINEER shall require that the subsidiary organizations or subcontractors be directed by a professional engineer with the requisite training and experience in the specialized field. The ENGINEER always retains the primary responsibility for all aspects of the projects as assigned.

E. The ENGINEER will at all times employ, maintain, and assign to the performance of a project a sufficient number of competent and qualified professional and other personnel to meet the project requirements.

F. The ENGINEER shall establish and maintain a Quality Assurance Plan setting forth the ENGINEER'S policy for quality assurance and procedures for implementing that policy. The Quality Assurance Plan must apply to all employees, subsidiaries, and subcontractors engaged in work for the project and must include regular and written procedures for performance of all Project activities, and provide sufficient information to senior management to enable effective supervision of the Project. The existence of the Quality Assurance Plan does not diminish in any way the responsibility of the ENGINEER to perform all work according to the highest standards of professional care.

G. The ENGINEER shall maintain an effective internal control system sufficient to provide controls on Design review, quality assurance, project scheduling, personnel allocation, and financial control.

H. CHANGES:

The OWNER may make or approve changes within the general scope of services in this AGREEMENT. If such changes affect the ENGINEER'S cost or the time required for performance of the

services, an equitable adjustment mutually agreeable to the OWNER and ENGINEER will be made through an amendment to this AGREEMENT. The ENGINEER is required to make a timely written request for any such changes being requested by the ENGINEER.

ARTICLE 3: PROJECT ORDERS

A. FURNISH ALL SERVICES DESCRIBED HEREIN IN ACCORDANCE WITH THE FOLLOWING OVERALL OBJECTIVES:

The Engineer shall provide services as may be required and requested by the Owner. Provision of these services is to be accomplished under a series of definitive written Project Orders from the Owner to the ENGINEER. The Project Order will identify the work to be accomplished; the limit of compensation for each Project Order; and the schedule for performing the scope of service.

B. The procedure for implementing individual Project Orders shall be as follows:

1. THE ENGINEER shall be notified by the OWNER of the specific Project(s) to be performed, whereupon the ENGINEER and the OWNER shall mutually formulate a Scope of Services for each Project Order.
2. THE ENGINEER shall prepare a written proposal stating:
 - a. The Scope of Services;
 - b. The proposed schedule for completion;
 - c. The estimated staffing, number of man-hours for each profession, Direct labor costs, other direct costs (reimbursable expenses), and any other anticipated fees or costs associated with the accomplishment of the Project Order;
 - d. An estimated compensation cost ceiling for the Specific Project Order; and,
 - e. A list of any materials or information required from the OWNER to complete the Project Order Scope of Services.
3. Following OWNER review and approval of the ENGINEER's proposal, the agreed upon terms and provisions shall be prepared in Project Order format (Appendix A) and duly executed by both parties. Only the Director of the applicable City Department shall have the authority to

execute a Project Order.

4. No work is authorized on the Project Order until the Engineer has received a Notice to Proceed from the OWNER for the specific Task. Such authorization shall be in the form of a written letter signed by the Director of the applicable City Department. Any work performed prior to receiving such Notice to Proceed shall be at the ENGINEER'S risk. No work on the final design of any project shall be performed by the ENGINEER without the prior written authorization of the OWNER. All requests for change orders to the Project Order must be made in writing and timely (within ten calendar days of the precipitating event or receipt of information) by the ENGINEER or be considered waived.

5. For the purposes of this entire contract, Owner authorization or approval shall mean written approval signed by the Director of the applicable department. No other employee of the applicable City department shall have the authority to authorize or approve any terms, conditions, or changes to project orders or this Agreement.

C. INFORMATION TO BE INCLUDED IN THE ENGINEER'S PROPOSAL FOR THE PROJECT ORDER:

1. The total estimated engineering cost, along with an hourly rate fee schedule, must be included for the different job classifications that will be assigned to the project. Individual employee salaries are not required.
2. A summary, by task, of the man-hours projected for each job classification to be assigned to the project shall also be included along with a statement that the fee schedule shall remain valid for the length of the contract.
3. The ENGINEER is required to certify in writing in the proposal that the total estimated engineering cost is based on a Lump Sum "not to exceed" basis which will include all expenses, and that amount will not be exceeded without prior written authorization from the OWNER.

4. Increases or decreases in the scope of the project may result in an adjustment to the approved Lump Sum fee. Authorization to increase the approved Lump Sum fee will not be considered unless it can be clearly established that actual work is required beyond the currently approved scope of work.
5. The work associated with the total project shall be divided into various project tasks, along with the estimated cost for each task identified.
6. The ENGINEER must provide a time schedule, in bar graph form, from the notice to proceed to completion of the various tasks, as well as a statement requiring that the ENGINEER obtain written approval from the OWNER prior to proceeding into the Final Design phase.
7. The ENGINEER shall provide a statement establishing the length of the contract.
8. The ENGINEER shall include a copy of the proposed Organization Chart for the Project for the OWNER'S approval. The Organization Chart shall delineate the names, titles, and job duties of all the ENGINEER'S employees as well as any sub-consultants/subcontractors responsible for performance under the Project.
9. The ENGINEER shall designate in writing one person for each Project who, on the ENGINEER'S behalf, shall be responsible for directing and coordinating all of the services to be rendered by the ENGINEER under the Project. Such designee shall be subject to the approval of the OWNER based on the experience and professional licensing requirements.
10. A description of the ENGINEER'S proposed approach and methods of operation for accomplishing the work of the project.
11. The ENGINEER shall include a statement that all work on the project shall be performed in accordance with the provisions in this document unless otherwise noted. The ENGINEER shall comply with the OWNER'S Engineering Specifications/Guidelines-December 1991 (Appendix B) and Hampden County Registry of Deeds Plan Regulations

(Appendix C) .

12. The ENGINEER shall indicate an estimated maximum number of record plats that will be required and the fee per plat. The ENGINEER shall include a statement that final fee for this task shall be adjusted based on the actual number of plats prepared.

13. Unless otherwise noted, the original and two (2) copies of the proposal shall be submitted to the Director of the appropriate City department. Original signatures must appear on all copies of the proposal submitted.

D. PAYMENT FOR PROJECT ORDERS:

1. The method of payment shall be the Lump Sum "not to exceed" basis, including expenses, in accordance with Article 4 of this Agreement, with monthly billing based on work performed. Concise progress reports must be submitted with each payment request stating work completed and the status of the various project tasks. Payment requests shall correspond directly with the project tasks as outlined in the proposal. The following provisions shall be applicable to these payments:

- a. Progress payments will be made up to ninety-five (95%) percent of the total Lump Sum amount.
- b. The remaining five (5%) percent of the total Lump Sum amount will be paid following final acceptance of the completed design documents, report or project deliverable to the Director of the applicable City department. The Date of Final Acceptance shall be determined solely by the Director of the applicable City Department.
- c. At such time that either the payment request or the actual work completed reaches fifty (50 %) percent of the total amount, the ENGINEER and the OWNER shall meet to review the project status and projected completion schedule.
- d. The following statement is to be included on all invoices:

"I certify that the amount of this invoice is just and correct and in accordance with the terms of the contract, and payment thereof has not been previously received."

Signature: _____

Title: _____

Date: _____

ARTICLE 4: COMPENSATION

A. All obligations of the OWNER are subject to the existence of a sufficient appropriation to meet said obligations.

B. The OWNER is not obligated for any compensation or any expenses of any kind unless the OWNER has given prior approval therefore.

C. Compensation by the OWNER to the ENGINEER will be as follows:

(1) A FIXED LUMP SUM, "NOT TO EXCEED" PAYMENT BASIS WHICH WILL INCLUDE ALL EXPENSES.

(2) Compensation shall be in accordance with the ENGINEER'S Price Proposal attached hereto as Appendix D:

(3) For any extension terms, if the OWNER and the ENGINEER do not agree to maintain compensation as set forth in Appendix D, then the Consumer Price Index (C.P.I.U.), The United States City Average-All Urban Consumers, as determined by the Bureau of Labor Statistics, shall be utilized for any price adjustment from the previous years prices. The compensation for extension terms will not increase greater than the C.P.I.U. for the previous twelve (12) months. This index will be computed two (2) month prior to the expiration of this Agreement.

D. BUDGET:

1. A total first year budgetary amount of FIVE HUNDRED

THOUSAND DOLLARS (\$500,000.00) is hereby established for services in ARTICLE 2. The ENGINEER will make reasonable efforts to complete the work on assigned projects within the project budget and will keep the OWNER informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

2. The ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the OWNER obligated to pay the ENGINEER beyond these limits.
3. When any budget has been increased, the ENGINEER'S excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

E. DEFINITIONS

1. DIRECT SALARIES:

Direct Salaries are the amount of wages or salaries paid to the ENGINEER'S employees for work directly performed on the PROJECT, exclusive of all payroll-related taxes, payments, premiums, and benefits.

2. SALARY COSTS:

Salary Costs are the amount of wages or salaries paid ENGINEER'S employees for work directly performed on the PROJECT. Such costs are determined by the ENGINEER'S price proposal attached hereto as Appendix D.

3. DIRECT EXPENSES:

Direct Expenses are those costs incurred on, or directly for, the PROJECT, including but not limited to: necessary transportation costs, including mileage at ENGINEER'S current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing, binding and reproduction charges, all costs associated with outside consultants, sub-consultants, and other outside services and facilities, and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges, without any mark up. A 5% fee may be added to all

subcontractors costs.

ARTICLE 5: TERMS OF PAYMENT FOR PROGRESS PAYMENTS FOR PROJECT ORDERS

A. It is anticipated that progress payments for each Project Order shall be made to the ENGINEER monthly. The ENGINEER shall not be paid more for any Project Order at any time than would be due on a percentage of completion basis with respect to that Project Order as determined by the OWNER.

B. The OWNER need not process a request by the ENGINEER for payment unless the ENGINEER submits invoices meeting the following conditions:

1. Proper Invoice: In addition to any other requirement set forth in this contract with respect to what constitutes a proper invoice or for the ENGINEER to be entitled to receive payment, the ENGINEER's invoice, in triplicate, must set forth the following:
 - a. A description, with specificity, of the goods delivered, work performed, services rendered, or other event initiating entitlement to payment pursuant to the terms hereof.
 - b. That portion of the contract price related to such payment less any deductions, such as retainage, required pursuant to the terms hereof.
 - c. The contract number: Should the invoice not be calculated correctly, such as not taking into account retainage as a deduction, the OWNER may either reject the invoice or treat the invoice as proper only to the extent of the correct calculation.
2. Supporting Documentation: In addition to any other requirement set forth in this contract with respect to what supporting documentation must accompany an invoice, the following documents must be attached to any invoice submitted by the ENGINEER:
 - a. A complete itemized listing of all employees, by name, with and itemization of hours worked and hourly rates.

- b. Out-of Pocket Expenses: A summary showing all charges that are actual and are in conformity with the contract and have not previously been charged. In addition, copies of paid invoices are required.
- c. Such other supporting documentation as the sub-consultant's payment forms and support, or similar.
- d. For contracts requiring payment upon milestones of performance, a certificate, or equivalent document, that the milestone has been achieved.
- e. Any other documentation reasonably requested by the OWNER.

ARTICLE 6: OBLIGATIONS OF THE ENGINEER

Amendments to ARTICLE 6, if any, will be included in the Project Order.

A. SUBSURFACE INVESTIGATIONS:

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, the OWNER and the ENGINEER acknowledge that changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. The ENGINEER shall use the ENGINEER'S best efforts to keep the OWNER fully appraised regarding subsurface conditions.

B. ENGINEER'S PERSONNEL AT CONSTRUCTION SITE:

1. The presence or duties of the ENGINEER'S personnel at a construction site, whether as onsite representatives or otherwise, do not make the ENGINEER or it's personnel in any way responsible for those duties that belong to the OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors

or any other entity of their obligations, duties and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordination and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work.

2. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except ENGINEER'S own personnel.

C. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES:

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the OWNER'S actual PROJECT costs, financial aspects, economic feasibility or schedules will not vary from the ENGINEER'S opinions, analyses, projections or estimates. When the OWNER requires the ENGINEER to prepare quantity and material take-offs and/or opinions of cost from plans and specifications that are less than one hundred (100%) percent complete, the ENGINEER will not be responsible for any and all loss, liability or claims resulting from the incompleteness.

D. CONSTRUCTION PROGRESS PAYMENTS:

Recommendations by the ENGINEER to the OWNER for periodic construction progress payments to the construction contractor will be based on the ENGINEER'S knowledge, information, and belief from selective sampling that the work has progressed

to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in conformance with the contract documents; that the final work will be acceptable in all respects, that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractor that affect the amount that should be paid.

E. RECORD DRAWINGS:

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact locations, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings as long as the ENGINEER reasonably believes such information to be correct.

F. ACCESS TO ENGINEER'S ACCOUNTING RECORDS:

Right to Audit: The Engineer shall maintain books, records, and accounts of all costs in accordance with generally accepted accounting principles and practices. The OWNER or its authorized representative shall have the right to audit the books, records, and accounts of the ENGINEER under any of the following conditions:

1. If the Contract is terminated for any reason in accordance with the provisions of these Contract Documents in order to arrive at equitable determination of costs;
2. In the event of a disagreement between the ENGINEER and the OWNER on the amount due the ENGINEER under the terms of this Contract;
3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the ENGINEER, or the ENGINEER's efficiency or effectiveness under this

Contract or in connection with extras, changes, additions, back charges, or other, as may be provided for in this Contract; and/or

4. If it becomes necessary to determine the OWNER'S rights and the ENGINEER'S obligations under the Contract or to ascertain facts relative to any claim against the ENGINEER which may result in a charge against the OWNER.
5. To provide any required information to a funding source of the OWNER.
6. Under these stated conditions, The OWNER shall have unlimited access during normal working hours to the ENGINEER'S books and records for an audit; and the ENGINEER upon reasonable notice, shall cooperate with the performance of the audit including but not limited to providing copies of requested documents.

G. ENGINEER'S INSURANCE:

The ENGINEER will maintain at a minimum throughout this AGREEMENT the following insurance:

1. Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits.
4. Professional liability insurance of \$2,000,000.
5. OWNER will be named as an additional insured with respect to liabilities hereunder in insurance coverages identified in items "2" and "3", and ENGINEER waives subrogation against OWNER as to said

policies.

H. If the ENGINEER claims that the ENGINEER or any of its subsidiaries or sub-contractors is held up or cannot perform the work because of a failure on the part of the OWNER, then the ENGINEER must timely (within ten calendar days of the knowledge of this failure) and in writing inform the OWNER of this fact or the claim is considered waived.

I. CONTRACTOR INDEMNIFICATION:

Regarding all Construction Contracts for which the ENGINEER provides assistance to the OWNER, the ENGINEER agrees to include the following paragraph in all such construction contracts for the Owner that are associated with this project.

1. It is mutually covenanted and agreed that the relationship of the Contractor and the OWNER to the work to be performed by the Contractor under this Contract shall be that of an independent contractor. The Contractor will be responsible for all damages, loss or injury, including death, to persons or property that may arise or be incurred in or during the conduct and progress of said work and as the result of any action, omission or operation under the Contract or in connection with the Work under the Contract, whether such action, omission or operation is attributable to the Contractor, the Subcontractor, any material supplier, anyone directly or indirectly employed by any of them, or any other person. The Contractor shall make good any damages that may occur in consequence of the Work or any part of it. The Contractor shall assume all liability, loss and responsibility of whatsoever nature by reason of his neglect or violation of any Federal, State, County, or local laws, regulations, or ordinances.
2. The Contractor shall indemnify, hold harmless, and defend the OWNER and ENGINEER, their employees, agents, servants, and representatives from and against any and all claims, suits, demands, actions, costs (including attorney's fees) and damages of whatever nature, regardless of the merit thereof, which may be asserted against the OWNER and/or ENGINEER on account of any such

damages or injuries, including death, arising out of or resulting from the performance of the Contractor's Work or the failure to perform the Contractor's Work, including jurisdictional labor disputes or other labor troubles that may occur during the performance of the Contractor's Work, whether or not such damages or injuries, including death, are caused in part by the negligence of the OWNER and/or ENGINEER, their employees, agents, servants, or representatives; provided, however, that the Contractor shall not be obligated to indemnify the OWNER and/or ENGINEER hereunder for any damages or injuries, including death, caused by or resulting from the sole negligence of the OWNER and/or ENGINEER.

3. The indemnification obligations under this Article shall not be affected in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under worker's or workman's compensation acts, disability benefit acts, or other employee benefit acts.
4. The obligations of the Contractor under this Article shall not extend to the liability of the ENGINEER, his agents, or employees, arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees with respect to general conformance with the design plans and specifications provided such giving or failure to give is the primary cause of the injury or damage.
5. The above indemnification language will be the standard provisions included in OWNER'S Construction Contract Documents.

J. LITIGATION ASSISTANCE:

The Scope of Services will include services of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER. All such services

required or requested of the ENGINEER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed, and payment for such services shall be in accordance with ARTICLE 5.

K. SERVICES OF ENGINEER:

The OWNER'S specifications/guidelines for typical land survey, street design and/or drainage design are included in Appendix B. Unless this Agreement is modified or terminated, the OWNER will have all services specified in this AGREEMENT performed by the ENGINEER, employing OWNER'S standard form and content of drawings and specifications except as may be modified in the Project Order. The ENGINEER shall also comply with the Registry of Deeds Plan Regulations (Appendix C).

ARTICLE 7: OBLIGATIONS OF THE OWNER:

Amendments to ARTICLE 7, if any, will be included in the Project Order.

A. OWNER-FURNISHED DATA:

The OWNER may provide to the ENGINEER all technical data in the OWNER'S possession, including, but not limited to, previous reports, maps, surveys, borings, and all other information relating to the ENGINEER'S services on the PROJECT. The ENGINEER may, where reasonable, rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER.

B. ACCESS TO FACILITIES AND PROPERTY:

The OWNER will make its facilities accessible to the ENGINEER as required for the ENGINEER'S performance of its services and will provide labor and safety equipment as required by the ENGINEER for such access. The OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of the OWNER'S facilities as may be required in connection with ENGINEER'S services, unless otherwise agreed to. The OWNER will be responsible for all negligent acts of OWNER'S personnel.

C. ADVERTISEMENTS, PERMITS, AND ACCESS:

Unless otherwise agreed in the Scope of Services, the OWNER will obtain, arrange, and pay for all advertisements for bids, permits and licenses required by local, state, province, or federal authorities; and land, easements, right-of-way, and access necessary for the ENGINEER'S services or PROJECT construction.

D. TIMELY REVIEW:

The OWNER may examine the ENGINEER'S studies, reports, sketches, drawings, specifications, proposals, and other documents; and may obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as the OWNER deems appropriate; and render in writing decisions required of OWNER in a timely manner. Such review or examination shall not diminish the ENGINEER'S responsibilities under this Agreement.

E. PROMPT NOTICE:

The OWNER will give prompt written notice to ENGINEER whenever the OWNER observes or becomes aware of any development that affects the scope of timing of ENGINEER'S services, or any defect in the work of the ENGINEER or construction contractors. The giving or failure to give such notice shall not diminish the ENGINEER'S responsibilities under this Agreement.

F. ASBESTOS OR HAZARDOUS SUBSTANCES AND INDEMNIFICATION:

If asbestos or unanticipated hazardous substances in any form are encountered or suspected, the ENGINEER shall immediately notify the OWNER and may stop its own work in the affected portions of the PROJECT to permit testing and evaluation of the problem. If asbestos is suspected, the ENGINEER will, if requested, assist the OWNER in contacting regulatory agencies and in identifying asbestos testing laboratories and demolition/removal contractors or consultants. If asbestos is confirmed, the OWNER may engage a specialty consultant or contractor to study the affected portions of the work and perform all remedial measures. If unanticipated hazardous substances other than asbestos are suspected, the ENGINEER may conduct tests as directed by the OWNER to determine the

extent of the problem and may perform the necessary studies and recommend the necessary remedial measures at an additional fee to be negotiated.

ARTICLE 8: GENERAL LEGAL PROVISIONS

Amendments to ARTICLE 8 if any, will be included in the Project Order.

A. AUTHORIZATION TO PROCEED:

Execution of this AGREEMENT by the OWNER will be authorization for ENGINEER to proceed with the work when ordered by the OWNER, unless otherwise provided for under this AGREEMENT.

B. REUSE OF PROJECT DOCUMENTS:

All designs, drawings, specifications, documents, and other Work Products of the ENGINEER are instruments of service for the PROJECT whether the PROJECT is completed or not and they become the property of the OWNER. The ENGINEER does not warrant or represent that any Work Products are suitable for use on any project other than this project, and that any such reuse without specific written authorization by the ENGINEER will be at the sole risk of the OWNER, and the OWNER shall indemnify and hold harmless the ENGINEER from all claims, losses and expenses arising out of any unauthorized reuse of said documents.

C. FORCE MAJEURE:

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events that are within the exclusive control of the OWNER.

D. TERMINATION:

1. Termination of Contract by the OWNER for Cause

If, through any cause, the ENGINEER shall fail to fulfill to the OWNER'S satisfaction in a timely and proper manner the ENGINEER'S obligations under this contract, or

if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract, by specifying the effective date thereof, in writing, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the ENGINEER under this contract shall, at the option of the OWNER, immediately become the property of the OWNER and shall immediately be delivered by the ENGINEER to the OWNER, and the ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

2. Remedies of the OWNER:

In addition to the right to terminate the contract, the OWNER shall also have the right to secure substitute services at the expense of the ENGINEER, require the ENGINEER to perform the promised services, withhold further payment from the ENGINEER until the services are performed, or, if applicable, call the ENGINEER'S letter of Credit/Escrow Funds to the extent of the loss caused to or costs incurred by the OWNER as a result of the ENGINEER's failure to perform.

3. In the event of termination of this Agreement, at the option of the OWNER, all originals of documents, data, papers, studies and reports prepared by the ENGINEER immediately shall become OWNER property and immediately be delivered by the ENGINEER to the OWNER. In the event of such termination, the ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

4. Notwithstanding the foregoing, this Agreement may be terminated with or without cause and for convenience by the OWNER by giving the ENGINEER thirty (30) calendar days written notice of termination signed by the Mayor or his designee, however, the ENGINEER shall be entitled to receive payment for all work satisfactorily completed up to the effective date of termination.

E. SUSPENSION, DELAY OR INTERRUPTION OF WORK:

The OWNER may by written notice to the ENGINEER suspend, delay or interrupt the services of the ENGINEER for the

convenience of the OWNER. In the event of force majeure or such suspension, delay, or interruption, an equitable adjustment in the PROJECT'S schedule, commitment and cost of ENGINEER'S personnel and subcontractors, and ENGINEER'S compensation will be made.

F. NO THIRD PARTY BENEFICIARIES:

This AGREEMENT gives no rights or benefits to anyone other than the OWNER and ENGINEER and has no third party beneficiaries.

G. INDEMNIFICATION:

The ENGINEER shall indemnify, defend, and hold the OWNER harmless from and against claims, liabilities, suits, loss, cost, expense, and damages to the extent arising from any act or omission of the ENGINEER, his employees, officers, agent, subcontractors and affiliates, in performance of the work and services pursuant to this contract. Such indemnification shall include, but not be limited to, claims of breach of contract or warranty, fault, tort, including negligence, strict liability, statutory or regulatory violations.

H. ASSIGNMENT:

Neither party shall have the authority to assign all or any part of this AGREEMENT without the prior written consent of the other party.

I. INTERPRETATION:

Releases from indemnities against, limitations on, and assumptions of liability and limitations on remedies expressed in this AGREEMENT shall apply even in the event of breach of contract or warranty, fault, tort including negligence, strict liability, statutory, or any other cause of action (except for willful or reckless disregard of obligations) of the party released or indemnified, or whose liability is limited or assumed or against whom remedies are limited. Party, as used herein, includes the named parties, their officers, employees, agents, subcontractors, and affiliates.

J. JURISDICTION:

This is a Massachusetts Contract. The law of the Commonwealth of Massachusetts shall govern the validity of the Agreement, its interpretation and performance, and other claims related to it. Any actions resulting from the interpretation or performance of or related in any way to this Agreement shall be brought in the Superior Court of Hampden County, Massachusetts sitting in Springfield, (except for claims by the City of a value less than \$25,000.00 which shall be brought in the District Court sitting in Springfield, Massachusetts), or the United States District Court for the District of Massachusetts, sitting in Springfield, Massachusetts.

K. SEVERABILITY AND SURVIVAL:

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

L. ARTICLES 6, 7 and 8 shall survive the termination of this AGREEMENT for any reason.

ARTICLE 9: ADDITIONAL TERMS AND CONDITIONS:

The following terms and conditions are included as part of this AGREEMENT:

A. The ENGINEER shall maintain an Affirmative Action Program regarding the recruitment of minorities and of women that is consistent with the objectives and goals of the Massachusetts State Office of Minority and Women Business Assistance.

B. Subletting of Contract or Contract Funds: The ENGINEER shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein, or of the power to execute such contract to any other person, firm or corporation, without the prior written consent of the OWNER. In no case shall such consent relieve the ENGINEER from the ENGINEER'S

obligations or change the terms of this contract.

C. Safeguarding of Information: Any materials given to or prepared by the ENGINEER under this contract shall not be sold or otherwise made available to any individual or organization without prior approval of the OWNER.

D. Nondiscrimination: During the performance of this contract, the ENGINEER agrees as follows:

(1) The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, disability, family status or national origin, or any other unlawful discrimination, except where the ENGINEER can prove that religion, gender, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, will state that such ENGINEER is an equal opportunity employer.

(3) Notices, advertisements, and solicitations placed in accordance with federal and Massachusetts law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.

(4) The ENGINEER will include the provisions of paragraphs (1), (2) and (3) above in every subcontract or purchase order so that the provisions will be binding upon every subcontractor or vendor.

E. Conflict of Interest: Upon the request of the Director of the appropriate City department or any authorized agent of the OWNER, as a prerequisite for any payment requested by the ENGINEER pursuant to the terms of this contract, there shall be furnished to the OWNER a statement, under oath, that no officer or employee of the City of Springfield or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City of Springfield and no member of such person's immediate

family, including spouse, parent or children, or any other such family member, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, or in any other manner, remuneration arising from or directly or indirectly related to this contract.

F. Prohibition against Contingent Fees:

The ENGINEER by entering into this Agreement hereby certifies that the ENGINEER has not employed any company or person other than a bona fide employee working for the ENGINEER to secure this agreement and the ENGINEER has not paid or agreed to pay any person, company or corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any favor, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this or any other agreement. It is the ENGINEER'S understanding that in the event of a breach or violation of the provision, the OWNER shall have the right to terminate this or any other agreement with the ENGINEER immediately and without liability and at the OWNER'S discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

G. The Director of the appropriate City department shall decide on all matters of contract dispute as raised by the ENGINEER.

H. Decreases and Work Not Performed: If deemed expedient, the OWNER or ENGINEER may decrease the scope of work without effecting enforcement of this contract. If the work is not performed, the ENGINEER and the OWNER shall mutually agree upon the credit due to OWNER based on the reasonable value of the work deleted.

I. Attorney's Fees and Other Expenses: The ENGINEER will not litigate or otherwise pursue any frivolous or unsubstantiated claims. If an ENGINEER'S claim is without substantial justification, the ENGINEER will reimburse the OWNER for all costs and expenses and attorney's fees associated with defending such claim.

J. Compliance: The ENGINEER shall comply and all design work shall conform to all applicable and current additions

or revisions of Massachusetts Statewide Building Code, at the time of the design work.

K. ENGINEER'S Representations: By entering into this Contract with the OWNER, the ENGINEER represents and warrants the following, together with all other representations and warranties in the Contract Documents:

1. That the ENGINEER is experienced in and competent to perform the type of work required;
2. That the ENGINEER is financially solvent, able to pay the ENGINEER'S debts as they mature, and possesses sufficient working capital to initiate and complete the work required under the Contract;
- c. That the ENGINEER is familiar with all Federal, State, County, Municipal and departmental laws, ordinances, permits, regulations and resolutions applicable to its work which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or any part thereof;
4. That such temporary and permanent work required by the Contract which is to be done by the ENGINEER will be satisfactorily performed in accordance with paragraph 6 below;
5. That the ENGINEER will fully comply with all requirements of the Contract Documents;
6. That the ENGINEER will perform the work consistent with sound engineering practice, good workmanship, and sound business practices, and in the most expeditious and economical manner consistent with high industry standards and in the OWNER'S interest;
7. That the ENGINEER will furnish efficient business administration and experienced management and an adequate supply of employees at all times; and
8. That the ENGINEER will complete the work within the Project/Task Time, milestones, and price, unless adjusted by mutual agreement of the parties hereto.

L. The OWNER retains the right to procure similar engineering services outside of this contract if it deems it to be in the OWNER'S best interest.

M. Any notices to be given to the OWNER under this Agreement shall be given to the Director of the applicable Department of the City. Any notices to be given to the

ENGINEER shall be given to James L. Fuda, P.E., Alfred Benesch & Company, 90 National Drive, Glastonbury, CT 06033.

ARTICLE 10: ATTACHMENTS, SCHEDULES AND SIGNATURES:

This AGREEMENT including its Attachments and Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following Attachments and Schedules are hereby made a part of this AGREEMENT:

- Appendix A - Project Order Format
- Appendix B - Owner's Engineering Specifications/Guidelines
- Appendix C - Hampden County Registry of Deeds Plan Regulations
- Appendix D - ENGINEER'S Price Proposal

{Signature Page Follows}

IN WITNESS WHEREOF, the City of Springfield (OWNER) and the ENGINEER have each hereunto set their hand and seal, effective as of the date of the last signatory.

ENGINEER

OWNER

By _____
Title _____
Date Signed _____

Director, DCAC
Date Signed _____

Approved

Approved

Lauren Stabilo

City Comptroller

Chief Procurement Officer
Date Signed _____

Date Signed _____

Reviewed

Approved as to Form

Timothy J. Plante
Director of Finance
Date Signed _____

City Solicitor
Date Signed _____

Reviewed

Approved

Chief Administration
And Financial Officer

Date Signed _____

DOMENIC J. SARNO, Mayor
Date Signed _____