

REQUEST FOR PROPOSAL (RFP)
COOKE'S HOLLOW: CLIMATE RESILIENT OPEN SPACE 100% DESIGN AND PERMITTING
RFP #24-48

The Department of Planning and Community Development (DPCD) acting through the Town Manager is requesting proposals from qualified individuals and firms for Consulting Services to advance preliminary design concepts for Cooke's Hollow in the Town of Arlington through 100% design and permitting. The purpose of this project is to plan for the revitalization of Cooke's Hollow by bringing concept designs to the point of being shovel ready. Phase I of the project identified needed repairs and developed concept designs that will improve the ecological integrity and climate resilience of the area.

A copy of the RFP outlining the requirements for submission is available for download from www.arlingtonma.gov/purchasing. Questions about the RFP should be directed to David Morgan, Environmental Planner, at 781-316-3012, or dmorgan@town.arlington.ma.us and should be submitted no later than November 14, 2024.

Proposals must be submitted no later than 2:00 p.m., November 21, 2024, at the Town Manager's Office/Purchasing Department, Town Hall Annex 2nd floor, 730 Massachusetts Avenue, Arlington, MA 02476. Proposals delivered after the appointed time and date will not be considered.

Five (5) copies of the proposal shall be submitted in a sealed envelope marked "RFP #24-48 Consultant/ Cooke's Hollow 100% Design and Permitting". One (1) copy of the price proposal shall be submitted in a separate sealed envelope "RFP #24-48 Consultant/ Cooke's Hollow 100% Design and Permitting - Price Proposal". Proposers should avoid submitting proposals in ring-binders.

The attention of proposers is directed to the Town's Standard Contract General Conditions, attached hereto, which shall become a part of the successful proposer's contract with the Town.

The Town reserves the right to cancel any request for proposals, and to reject in whole or in part any and all proposals, when it is deemed in the best interests of the Town so to do.

James R. Feeney
Town Manager

REQUEST FOR PROPOSALS
TOWN OF ARLINGTON
COOKE'S HOLLOW 100% DESIGN AND PERMITTING
RFP #24-48

Responses Due: November 21, 2024, 2:00 PM
Late Responses Will Be Rejected

Deliver Complete Responses To: Town Manager
Town Manager's Office/Purchasing
Department
Town Hall Annex 2nd floor
730 Massachusetts Avenue
Arlington, MA 02476

For Further Information Please Contact: David Morgan, 781 316-3012
Email: dmorgan@town.arlington.ma.us

I. OVERVIEW/ PURPOSE/ PROJECT GOALS

The Town of Arlington, acting through its Department of Planning & Community Development (hereinafter referred to as DPCD) and Conservation Commission, seeks proposals from consultants for a 100% design and permitting for open space revitalization and climate adaptation intervention at Cooke's Hollow at 0 Mystic Street. Cooke's Hollow is an open space area of 0.75 acres along Mill Brook comprised of two Town owned parcels. One is owned by the Arlington Conservation Commission (63-4-5.B) and the other by the Town of Arlington (63-4-4A). The site is managed by the Conservation Commission.

Firms experienced in environmental engineering, landscape architecture, urban planning, historic preservation, and community engagement will have the qualifications needed for a successful application. The Consultant will refine conceptual plans in coordination with the Town and public, design and facilitate public forums, and provide construction-ready documents including drawings, specs, costs, and other pertinent details. The Consultant will be overseen by the Environmental Planner in the Department of Planning and Community Development and may coordinate with key Town departments and commissions and others.

The process will include a minimum of three public forums for community input as the concept designs are refined. The forums will be held in person and made available for remote participation.

This project is funded through a Community Development Block Grant. The budget for the project is \$130,000.

II. BACKGROUND INFORMATION

The Town is governed by a five-member Select Board and Representative Town Meeting. Daily management is vested in a Town Manager appointed by the Select Board. Planning and development are controlled by Massachusetts General Law, the Arlington Town Manager Act, the Town Bylaws, and the Arlington Zoning Bylaw.

At any time, there are seven Commissioners and one or more Associate Commissioners on the Conservation Commission. Commissioners are appointed by the Town Manager with the approval of the Select Board.

Cooke's Hollow is a storied, historically significant site, situated near the center of Arlington and along Mill Brook. It is a destination for passive recreation, civic functions, and appreciation of Arlington's history. In the 1970s, the National Garden Club recognized Cooke's Hollow with an award for "Community Achievement in Environmental Improvement".

Cooke's Hollow is located northeast of Arlington center and borders Cusack Terrace, a 67-unit affordable housing development owned and managed by the Arlington Housing Authority. The space borders a Community Development Block Grant eligible census tract and is an amenity available to Arlington's environmental justice populations. The neighborhood in Arlington that is most vulnerable to extreme heat is just blocks away; Cooke's Hollow serves as an important cooling area for residents.

The site also borders the Community Safety building, home to the Arlington Police Department, and is flanked on the east end by the Mystic Street bridge. Flooding from Mill Brook threatens adjacent infrastructure, and the site deteriorated from storm events.

This project addresses several critical community needs that are identified by existing town plans, including the Master Plan and Open Space and Recreation Plan (OSRP). The Mill Brook Corridor Report has also detailed the needs at Cooke's Hollow. The planning process will focus on the common threads that run through these plans and reports, including minimizing harms from flooding and erosion at Mill Brook, increasing native habitat, reducing the heat island effect, and implementing landscape improvements that make Cooke's Hollow more attractive and accessible for all visitors.

Working with a consultant and the public during a first phase of this project, the Town advanced two concepts and associated construction cost estimates. This second phase of the work will draw upon the developments to date, starting with finalizing the concept and moving to a shovel-ready final design and permitting.

III. SCOPE OF SERVICES

The Consultant will work closely with DPCD. A minimum of five project meetings are required in addition to the three public forums. The Consultant will work with staff to keep Town officials and the community well informed by assisting staff in implementing a successful community outreach program and providing content and materials for the Town's website including but not limited to narratives, photographs, infographics, presentations, meeting notes and outcomes, and any other relevant information.

The scope of services for the open space revitalization project at Cooke's Hollow encompasses a comprehensive approach to enhancing the area while ensuring community engagement and technical precision. The Consultant will initiate the project by integrating two existing design concepts, which will require careful analysis and refinement to create a cohesive and functional final design. This process will involve collaboration with stakeholders and the community to ensure that the revitalized space meets the needs and aspirations of its users.

In addition, the project will also address critical environmental considerations, specifically the need for bank stabilization. This essential component will be incorporated into the chosen concept to enhance the ecological integrity of the site and ensure the longevity of the revitalized space.

To facilitate public engagement, the Consultant will conduct three public presentations, each accompanied by detailed slide decks that outline the project's progress and gather community feedback. One site visit is also required and may be combined with a public presentation. Following each presentation and site visit, the Consultant will provide meeting minutes to document discussions and decisions made, ensuring transparency and continuity throughout the project.

The final deliverables will include a series of Concept Design Drawings that reflect the integrated vision for Cooke's Hollow, along with a detailed breakdown of the probable construction costs associated with the proposed design. As the project progresses, the Consultant will produce a series of drawings and technical specifications at various stages of completion—75%, 95%, and ultimately 100%—to ensure that all aspects of the design are detailed and ready for implementation. Each set of drawings will be accompanied by corresponding probable construction costs, allowing for accurate budgeting and financial planning.

To comply with regulatory requirements, the Consultant will prepare and submit a Notice of Intent Filing, along with any supplemental materials that may be required.

The outline contained herein is offered to describe the general extent of services to be provided by the Consultant. This outline is not necessarily all-inclusive, and the Consultant will include in the proposal any tasks or alternatives and services deemed necessary to satisfactorily complete the project.

A. Plan Implementation, Costs, and Schedule

It is anticipated that the Consultant will provide and adhere to a realistic budget and timeline for collecting input, developing concept designs, and issuing the final report. The budget for the project is \$130,000.

B. Staff Role

DPCD will be closely involved, but the Consultant is expected to devote the time needed to create final, construction-ready plans and participate in meetings as needed. Staff will take primary responsibility for scheduling meetings, posting notices for meetings, presenting the work to the public, preparing meeting minutes, and attending all meetings. Staff will provide any reasonably necessary baseline data and any other relevant materials needed by the Consultant.

IV. PROJECT SCHEDULE

The Town anticipates a project start after contract signing in fall 2024. Two months are scheduled for the refinement and selection of a concept design that will be advanced into a full plan set. Two public presentations and input sessions will be held during this period. The ensuing six months will be dedicated to developing the final plan set ahead of a culminating public forum presentation. All work must be completed by June 2025.

The Consultant is expected to complete the project based on the anticipated schedule above. If the Consultant believes that the Project cannot meet the schedule noted above, this should be outlined in the Response.

V. DELIVERABLES

The Consultant will provide the following.

- Three public presentations with slide decks
- Meeting minutes to follow each public presentation and site visit
- Final Concept Design Drawings
- Final Concept Design Probable Construction Costs
- 75% Construction Drawings
- 75% Tech Specs

- 75% Probable Construction Costs
- 95% Construction Drawings
- 95% Tech Specs
- 95% Probable Construction Costs
- 100% Construction Drawings
- 100% Tech Specs
- 100% Final Specs
- 100% Probable Construction Costs
- Notice of Intent Filing
- Notice of Intent Supplemental Materials, as required

One site visit is also required, along with attendance at Conservation Commission meetings to present the Notice of Intent.

Two full copies of each plan shall be provided. The final version of each deliverable should be submitted in electronic and print formats. All images should be in Microsoft Office compatible format. The final concepts should be delivered via AutoCAD. Any GIS data created by the consultant and used in any maps in the final version shall also be provided. All materials will become the property of the Town of Arlington.

VI. CONSULTANT QUALIFICATIONS

At a minimum, the proposing firm/team must meet the following requirements:

1. The firm/project manager/team must have at least five (5) years of experience in developing conceptual plans for public parks.
2. Successful completion of a minimum of three (3) such projects within the last five (5) years is required, and completion of five (5) overall is desired.
3. The firm/team must have proven experience in the public sector.
4. The volume of the proposed project managers and firm's current and projected workload must not adversely affect its ability to immediately initiate work and to follow through with the project in a timely and professional manner. The firm and all team members must be capable of devoting a significant amount of time to this project to complete the work within the schedule outlined in this RFP.

VII. SELECTION CRITERIA

The Town will award the contract to the Consultant offering the most advantageous response to this RFP, taking into consideration all evaluation criteria. The selection process will include an evaluation procedure based on the criteria identified below.

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

Highly Advantageous: The plan of services proposes a detailed, logical, and highly efficient scheme for producing a complete project as outlined in the Scope of Services and Project Deliverables and meets all the minimum applicant qualifications detailed in Section VI, "Consultant Qualifications".

Advantageous: The plan of services proposes a credible scheme for producing a complete project as outlined in the Scope of Services and Project Deliverables and meets all the minimum applicant qualifications detailed in Section VI, "Consultant Qualifications".

Not Advantageous: The plan of services is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary for producing a complete project as outlined in the Scope of Services and Project Deliverables and meets all the minimum applicant qualifications detailed in Section VI, "Consultant Qualifications".

Unacceptable: The plan of services does not meet all the minimum applicant qualifications detailed in Section VI, "Consultant Qualifications".

2. Depth of experience with similar projects, and prior experience with public contracts and relevant local planning projects.

Highly Advantageous: The Consultant has at least seven (7) years of experience consulting with Massachusetts municipalities on projects of similar size and scope to this project. The Consultant can demonstrate the successful completion of five (5) similar projects within the last five (5) years.

Advantageous: The Consultant has at least five (5) years of experience on projects of similar size and scope to this project. The Consultant can demonstrate the successful completion of three (3) similar projects within the last five (5) years.

Not Advantageous: The Consultant has less than four (4) years of experience but more than one (1) year consulting on projects of similar size and scope to this project. The Consultant can demonstrate the successful completion of two (2) similar projects within the last five (5) years.

Unacceptable: The Consultant has less than four (4) years of experience consulting on projects of similar size and scope to this project. The Consultant cannot demonstrate the successful completion of similar projects.

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

Highly Advantageous: The response contains a clear and comprehensive plan that addresses all of the details included in the Scope of Services and Project Deliverables as stated in the RFP.

Advantageous: The response contains a clear plan that addresses most of the details included in the Scope of Services and Project Deliverables as stated in the RFP.

Not Advantageous: The response does not contain a clear plan to address many of the details included in the Scope of Services and Project Deliverables as stated in the RFP.

Unacceptable: The response does not contain any plan to address the details included in the Scope of Services and Project Deliverables as stated in the RFP.

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

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

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

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

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

VIII. SUBMITTAL REQUIREMENTS

Interested qualified firms must submit one electronic copy of the proposal marked "RFP Consultant/ Cooke's Hollow 100% Design and Permitting Proposal" addressing the objectives, scope and schedule described in this RFP. Responses must include each of the following:

1. General description of the firm/team's experience.
2. Description, with examples, of the firm/team's experience in advancing conceptual plans. A detailed scope of services for the proposed work, including the firm/team's general approach to such work, evidence of the firm/team's understanding of the goals and objectives of the project, and methodology for accomplishing the tasks as listed in this RFP.
3. An outline of the schedule for completion of tasks (timeline) as presented in the firm/team's approach to the scope of services.
4. Description of or resumes for the assigned staffs' experience, educational background, availability, and chain of responsibility, including the name and title of the principal and project manager assigned to the project, names of all sub-consultants, and resumes of all personnel to be associated with the project.
5. At least three (3) references, including name, title, agency, address, description of project, project cost, and telephone number and the email address for clients with similar projects completed by the Consultant within the last five years (including dates).
6. Other pertinent information about the firm(s) that would aid the Town in making a selection.
7. Completed Certificate of Non-Collusion and Certificate of Tax Compliance Forms (not included in page limit).
8. Evidence of insurance coverage, including general and professional liability and Workers' Compensation insurance.

Additionally, a sealed submission of one (1) copy clearly marked “RFP # Consultant/ Cooke’s Hollow 100% Design and Permitting - Price Proposal” with the following:

1. Completed Price Proposal Form (attached).
2. Estimated breakdown of professional service fees (including expenses), assigned project staff and hourly billing rates of all staff assigned to provide services (including any sub-consultants).

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

Proposals will be reviewed by Department of Planning and Community Development staff.

The Town reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any RFP, and to accept or reject any item or combination of items. The Town also reserves the right to seek additional information and revised proposals prior to selection of a Consultant through written notice to all of the respondents.

Questions and/or comments may be submitted to David Morgan, Environmental Planner at dmorgan@town.arlington.ma.us / 781-316-3012 by November 14, 2024.

Responses to the RFP are due by 2:00 p.m. on November 21, 2024. Facsimile and/or emailed responses will not be accepted. All responses should be submitted to James Feeney, Town Manager, Town Manager’s Office/Purchasing Department, Town Hall Annex 2nd Floor, 730 Massachusetts Ave, Arlington, MA 02476.

IX. PROJECT FUNDING

Consultants must complete the attached Price Proposal Form under separate cover. The budget for the project is \$130,000, funded through the Community Preservation Act. Project fees must be provided for each Project Component of work as described in the Scope of Services. Fees shown will include all costs and expenses (copying, mileage, photographs, maps, etc.) to complete the Scope of Services defined in this RFP. Also, the selected Consultant will be required to submit invoices identifying hours, expenses, and total cost by specific tasks. The final contract scope, price and fee will be negotiated with the highest ranked responder.

X. REQUIRED FORMS

All required forms must be submitted with the proposal.

- A. Certificate of Non-Collusion
- B. Certificate of Tax Compliance
- C. Price Proposal Form

CERTIFICATE OF NON-COLLUSION FORM
TOWN OF ARLINGTON
Cooke's Hollow 100% Design and
Permitting
RFP #24-48

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

Signature of Individual Submitting Bid or Proposal

Name of Individual Submitting Bid or Proposal

Name of Business

Date

BY STATE LAW THIS NON-COLLUSION FORM MUST BE SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL.

CERTIFICATE OF TAX COMPLIANCE FORM
TOWN OF ARLINGTON
Cooke's Hollow 100% Design and Permitting
RFP #24-48

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature and Title of Individual or
Responsible Corporate Officer

BY STATE LAW THIS CERTIFICATE OF TAX COMPLIANCE FORM MUST BE SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL.

PRICE PROPOSAL FORM

RFP #24-48

**Consultant Services TOWN OF
ARLINGTON
Cooke's Hollow 100% Design and
Permitting
Arlington, MA 02476**

CONTRACTOR: Town Manager
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

PROPOSER:

PROJECT: Consultant Services for Cooke's Hollow 100% Design and Permitting

Proposed Price (in words): _____

Proposed Price (in numbers): \$ _____

Please attach estimated budget and breakdown by planning element of professional service fees, assigned project staff and hourly billing rates of staff.

Print Name Title

Signed Date



TOWN OF ARLINGTON
STANDARD CONTRACT DOCUMENT

Contract ID:

Contractor Legal Name (and d/b/a):	Town Department: Department Head:
Contractor Address:	Town Department Mailing Address:
Contractor Vendor ID (if applicable):	Billing Address (if different):

Account	Fund	Department ID	Project	Not to Exceed Amount:	Actual Amount
				\$	\$

Scope of work and contract details

Contract Start Date	Contract End Date	Option to Renew (Y/N)	Renewal Years

<p style="text-align: center;">Town Comptroller</p> <p>APPROVED AS TO THE AVAILABILITY OF APPROPRIATION PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS</p>	<p style="text-align: center;">CONTRACTOR</p> <p>AGREES TO PROVIDE THE GOODS OR SERVICES IN ACCORDANCE WITH THE CONTRACT</p>	<p style="text-align: center;">Awarding Authority/Official (ATTACH LETTER OF AWARD)</p>
\$	Title:	
Signature:	Signature:	Signature:
Date:	Date:	Date:
APPROVED AS TO FORM		
Signature:		
Town Counsel		



TOWN OF ARLINGTON
STANDARD CONTRACT GENERAL CONDITIONS

Article 1. Definitions.

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 “Town” shall mean the Town of Arlington, Massachusetts.

1.1.2 “Contract” and “Contract Documents” shall include, in the following hierarchy of document precedence, as applicable: the Town’s Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor’s responses including Contractor Certifications and Applications, excluding any language stricken by Town as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 “Contractor” shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 “Official” shall mean the awarding authority/officer acting on behalf of the Town in the execution of the Contract.

Article 2. Performance.

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from Town premises and replace all individuals in the Contractor’s employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 Town is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the Town. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from Town.

Article 3. Acceptance of Goods and Services.

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, and goods and deliverables provided to and accepted by Town. The Town shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

Article 4. Time.

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

Article 5. Compensation.

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the Town in accordance with the specific terms and conditions of a Contract, and Town shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The Town shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the Town from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the Town to the Contractor for travel or related expenses, the Contractor may submit such proposed expenses to the Official for approval prior to the incurrence of such expenses. Such expenses shall be reviewed on a case-by-case basis. Nothing herein shall be construed to require the Town to reimburse the Contractor for the expenses described in this Section.

5.5 The Contractor shall furnish any information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

Article 6. Relationship with the Town.

6.1 The Contractor is retained solely for the purposes set forth in this Contract. Contractor's relationship to the Town during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no authority to involve the Town in any contract or to incur any liability on the part of the Town. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The Town shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the Town specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the Town. The Town has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 Any amendments to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the Town Comptroller. The Town's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

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

Article 7. Assumption of Loss and Liability.

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the Town.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the Town, its officers, agents or employees, with counsel acceptable to Town, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

Article 8. Remedies of the Town.

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the Town

until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The Town may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The Town otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the Town as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the Town upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the Town due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The Town may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the Town identifying the breach. This Contract may be terminated at any time for the convenience of the Town at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if Town erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

Article 9. Remedies of the Contractor.

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the Town is legally responsible, the Town may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the Town.

Article 10. Prohibition Against Assignment.

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

Article 11. Compliance with Law and Public Policy.

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the Town, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 Where applicable, the Contractor shall take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law).

11.4 The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance. The Contractor shall name the Town as an additional insured on the policies described in this Section. The Town's insurance requirements are further described in the Insurance Addendum to this Contract.

11.5 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, sex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.6 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any Town officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the Town has a direct and substantial interest.

11.7 The Contractor shall keep himself fully informed of all Town Bylaws, any regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the Town, its officers, agents and employees against any claim or liability arising from or based on the violations of such bylaws, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative

determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the Town, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c. 149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Town, to the extent the Prevailing Wage Law is applicable.

11.12 The Contractor shall comply with the Town's Bylaws for any contract awarded pursuant to M.G.L. c.149 or M.G.L. c.30, sec. 39M et. seq., and as may be amended from time to time.

Article 12. Contract Subject to Appropriation.

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other Town representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the Town Comptroller's certification of available funds is less than the face amount of the Contract, the Town shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the Town Comptroller as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the Town Comptroller. In the event of any decrease in the amount certified, the Contractor shall be compensated for services

rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

Article 13. Release of Town on Final Payment.

13.1 Acceptance by the Contractor of payment from the Town for final services under this Contract shall be deemed to release forever the Town from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

Article 14. Public Records and Access.

14.1 This Contract is subject to the Commonwealth's Public Records Law, M.G.L. ch. 66. s. 10. Any documents related to this Contract shall be retained according to the Secretary of State's Municipal Retention Schedule or as required by the Town for a period not shorter than required said Municipal Retention Schedule.

14.2 The Contractor shall provide full access to records related to performance and compliance to the Town for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Article 15. State Taxation Certification.

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above- referenced law).

Article 16. Monies Owed to Town.

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Town Treasurer and Collector may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the Town of Arlington which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Town Treasurer and Collector may apply any amount owing and payable to the Contractor to satisfy any monies owed to the Town.

Article 17. Prohibition Against Bid Collusion.

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Article 18. Choice of Law.

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

Article 19. Effective Date and Signatures.

19.1 This Contract shall be effective upon the date signed by the parties on the Town's Standard Contract Document.



INSURANCE ADDENDUM

THIS INSURANCE ADDENDUM (“Insurance Addendum”) is hereby incorporated by reference into the Town’s Standard Contract General Conditions.

1. Scope and term.

- a. The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.
- b. The Contractor shall name the Town as an additional insured on the policies required and shall specifically refer in the certificates to this Contract and shall state that insurance is as required by this Contract. The description of each coverage listed on the certificates shall include an appropriate means of identification. The Contractor shall not commence the work until proof of compliance with this Section has been furnished to the Town.
- c. Not later than the commencement date of the Contract, and annually thereafter for the term of this Contract or any extension thereof, Contractor shall furnish the Town with certificates of insurance evidencing coverages set forth below in Section 1, and evidencing the Town’s additional insured status. Such certificates shall contain a provision providing the Town thirty (30) days advance written notice by registered mail of any change in or cancellation of coverage or ten (10) days’ notice if cancellation is due to nonpayment of premiums.

2. Requirements. The Contractor shall maintain the following policies consistent with Section 1 of this addendum with carriers having an A.M. Best credit rating of A-VIII (or better). The required insurance policies shall include all major divisions of coverage and shall be on a comprehensive general basis including premises and operations (including X-C-U), and owned, non-owned, and hired motor vehicles. Such insurance shall be written for not less than the limits of liability required by law, or the limits set forth below, whichever are greater.

1	Commercial General Liability	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
2	General Liability	
	Bodily Injury including death on account of any one person	\$2,000,000
	Bodily Injury including death on account of any one accident	\$2,000,000
	Aggregate	\$2,000,000
3	Property Damage	
	Each Occurrence	\$2,000,000

	Aggregate	\$2,000,000
4	Automobiles and Trucks (all owned, non-owned, hired and leased)	
	Each occurrence – combined single limit	\$1,000,000
	Bodily Injury including death on account of any one person	\$2,000,000
	Bodily Injury including death on account of any one accident	\$2,000,000
5	Excess Umbrella Coverage	\$5,000,000
6	Workers Compensation	As required by Massachusetts General Law

3. **Remedies.** The Town reserves the right to pursue any remedies available at law or in equity for the Contractor’s failure to comply with the requirements set forth in this addendum.
4. **Waiver.** The Contractor agrees to waive all claims against the Town, its officers, agents or employees for any injury or death sustained by Contractor’s officers or employees, or for damage to its vehicles or equipment arising out of work contemplated by this Contract. The Contractor and all subcontractors shall waive subrogation rights against the Town for all losses.
5. **Notice of Occurrence.** Notice of Occurrence shall be given to the Town at the following addresses:

Town of Arlington
c/o Town Manager
730 Massachusetts Avenue
Arlington, MA 02476

With a copy to:

Town Counsel
50 Pleasant Street
Arlington, MA 02476