



**City of Quincy, Massachusetts**  
**Thomas P. Koch, Mayor**

**Request for Qualifications**  
**Designer Services**

**Souther Tide Mill**  
**Quincy**

**Proposals Due May 28, 2015 @ 11:00 am**  
**Late Proposals Shall be Rejected**

**Please Deliver Response/ Submission and Required Copies to:**

**Kathryn Hobin, Chief Procurement Officer**  
**City of Quincy**  
**Quincy City Hall**  
**1305 Hancock Street**  
**Quincy, MA 02169**

**The City of Quincy reserves the right to reject all responses/submissions**

# REQUEST FOR QUALIFICATIONS

## SOUTHER TIDE MILL SOUTHERN ARTERY QUINCY, MASSACHUSETTS

### **A. Introduction**

Issued in accordance with Massachusetts General Law chapter 7 section 38A½-O, this Request for Qualifications (RFQ) sets forth the procedures and requirements to be employed by the City of Quincy in the selection of a historic preservation/restoration/rehabilitation architectural consultant to prepare plans and documents to assist in the planning of the preservation/restoration/rehabilitation of the Souther Tide Mill. Work will include the design and engineering services needed to complete a historical survey, historical research, current conditions assessment, feasibility study, programming, pre-design, schematic design documents and preliminary cost estimates pertaining to such preservation, shoring and reinforcing of the building's foundation and other structural components. All proposed work shall transition from new construction to the existing historic building based on the current conditions assessment and consultation with the City. The consultant shall also coordinate with National Grid to immediately supply electricity to the structure.

Activities will commence upon selection of a consultant and issuance of a notice to proceed.

The selected consultant shall have six weeks from execution of a contract for services to complete the required services.

Consultants must provide a fee proposal for the work described herein.

The cost of services, including fees and expenses, shall not exceed \$55,000.

The Chief Procurement Officer shall appoint a Committee who will evaluate all timely proposals. The Committee shall make a recommendation for award of a contract to the Chief Procurement Officer.

A non-mandatory briefing session and site walk shall be held on *May 19<sup>th</sup>, 2015 at 11:00 a.m.* in the second floor Robert E. Foy, III Conference Room ~ Quincy City Hall Annex located at 1305 Hancock Street. All parties shall meet on the second floor Council Chamber of the James R. McIntyre Government Center.

All questions regarding this Request for Qualifications should be directed in writing to Kathryn Hobin, Chief Procurement Officer via facsimile to 617-376-1074 and/or email to [khobin@quincyma.gov](mailto:khobin@quincyma.gov) with a copy to [mmarini@quincyma.gov](mailto:mmarini@quincyma.gov). All inquiries must be received by May 22<sup>nd</sup>, 2015 by noon.

The City of Quincy reserves the right to reject all responses/ submissions/proposals.

Throughout this document, the terms "Request for Qualifications" and "Request for Designer Services" may be used interchangeably. For the purposes of this document and the submissions in response hereto, the terms shall be deemed to be synonymous.

## **B. Project Area**

The project area will include the Souther Tide Mill Site, located on Southern Artery, in Quincy, MA 02169.

## **C. Funding Source(s)**

Funding shall be provided by the City of Quincy Community Preservation Funds.

**D. Project Objectives** : To preserve the structural integrity of the Souther Tide Mill Building while retaining all historic features and elements.

### a. Historical Significance:

"The structure reflects an important period in the industrial development of Quincy, and is related to the city's roles as a shipbuilding and bulk products distribution center. It is the oldest standing mill structure in the city (1815 & 1854), the older of two standing tide mills in Boston Bay, and one of the few in New England not adapted for other uses. Its present appearance, though somewhat deteriorated, is little altered from that of the late 19th century." (Joseph Ignazio, Corps of Engineers, July 10, 1984). [Note: the second tide mill is the Slade Spice Mill in Revere.]

The Souther family, John and his eldest son, John L., established an important shipbuilding yard with associated saw and grist mills on Town River Bay in 1815. The present mill was built in 1854 by Edward, Souther's youngest son, over the original race-way after the earlier mill burned. The Southers sold the shipyard properties and the tide mill in 1873 to Wilber Lakin who converted it to a lumber yard. Lakin sold to Joseph Loud, who successfully bought timber from Maine, who in turn sold to Benjamin Johnson, one of Loud's main suppliers, in 1879. Most of the buildings other than the tide mill, consisting of about six lumber stores and dry houses, a residence and office and a shaving bin, date from either the Johnson ownership (1879-1912) or the next owner, The Quincy Lumber Co. (1912-1983), which operated the yard until 1983. The property is now vacant. The property is zoned Business B. The site presently is **NOT** serviced by gas electricity, public water and on-site subsurface sewage disposal system.

### b. Architectural Significance

"The Souther Tide Mill consists of a grist mill building which was constructed in 1854, a granite block and earthen dam, a tidal gateway opening into the historic Quincy Canal, and a number of pilings and wooden sheathings. This complex is a representative type of 19th century tidal mills, and contains significant structural, industrial and engineering information related to the tidal mill industry and the Quincy Canal system. Thus, the Souther Tide Mill meets criteria C and D of the National Register and possesses sufficient integrity to be eligible for nomination to the National Register of Historic Places." (Patricia L. Weslowski, State Historic Preservation Officer, June 27, 1984.)

Further details: Set on pilings, the rectangular tidal grist mill is two-and-a-half stories high. It is of frame construction with a gable roof and an exterior wall material of wood shingles. Windows are irregularly spaced and a door on the river side probably led to a stair or small wharf (not existing). The south side of the building rests on a cut granite wall while the northern corners of the building rest on granite piers. The dam is of cut granite block with earth fill and

extends from the north bridge abutment east to a point approximately opposite the midpoint of the mill's north wall, thence south across the river to the mill. At mid river, a broad gap shows the location of the tide gate.

#### **E. Qualifications of the Consultant**

Seven (7) copies of the submission in response to this Request for Qualifications including the Fee Proposal Form, Attachment B, must be furnished to the City of Quincy Chief Procurement Officer, Kathryn Hobin for review by the selection committee to be appointed by her. The submission in response to this Request for Qualifications shall be sealed in an envelope, which envelope is to be addressed to said Chief Procurement Office at the address detailed below.

1. The identity of the individual, partnership or corporation applying for contract award. If the applicant is a partnership or joint venture, the proposal should specify who will act as the lead consultant for purposes of assuming contractual responsibility. If the consultant intends to sub-contract any work required in the scope of services, the sub-contractor must be identified.
2. A description of the consultant's team by name, including the name of individuals to be assigned to this project who are employed by or contracted to any business entity on the team, with a summary of each individual's and entities' qualifications statement, including academic and professional work experience attesting to it's capacity to properly, professionally and fully perform the work detailed in this Request for Qualifications. Resumes are required for all project personnel. Include a description of the consultant's team's experience as it relates to historic preservation/renovation/rehabilitation. If there is no historic preservation/renovation/rehabilitation experience, describe how you will assure expert consultants are involved.
3. A description of the consultant's approach to this project: methodology, demonstrated understanding of the community's needs, and the consultant's expectations of assistance and services from the City of Quincy.
4. Consultants must meet the following minimum criteria:
  - a. Bachelor's Degree in Historic Preservation, Architectural history, History, Anthropology, Archaeology, Planning or a closely related field and at least five years full-time experience in an area relevant to the project; or
  - b. Master's Degree in Historic Preservation, Architectural History, History, Anthropology, Archaeology, Planning or a closely related field.
5. A client reference list, with names, addresses, and telephone numbers for clients for whom the consultant has performed similar historical preservation/restoration and rehabilitation services in the past.
6. Any other information deemed relevant to the project, and which the consultant believes will further the competitiveness of the submission, including work samples from similar completed projects.
7. Completed Fee Proposal Form, Attachment B.

8. Evidence of the required insurances.

9. All information pertaining to the consultant so as to allow the selection committee to review the submission utilizing the Selection Criteria set forth in Section F hereof.

Any submission that fails to include all of the above information will be rejected as unresponsive, and will not be afforded a complete review by the evaluation committee.

#### **F. Selection Criteria**

The selection process will include an evaluation procedure based on the criteria identified below. Finalists may be required to appear for an interview. Submissions shall be evaluated using the following criteria.

Following the rating of all fully responsive submissions, the Selection Committee appointed by the Chief Procurement Officer may choose to interview the top finalists.

- Training/educational background appropriate to the project as described in the Request for Qualifications of all project personnel, including professional experience above and beyond the minimum qualifications.
- Depth of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects.
- Identity and qualifications of all project personnel.
- Strength and credibility of client references.
- Demonstrated understanding of the tasks to be performed and products to be created.
- Demonstrated familiarity with buildings of similar construction, period and significance.
- Completeness of submission.
- Current workload and ability to undertake the contract based upon the number and scope of projects for which the consultant is currently under contract.
- Geographical proximity of the consultant to the project site or willingness of the consultant to make site visits.
- Desirability of approach to project, and demonstrated understanding of the community's historic and cultural resource protection needs.
- Excellence of communication skills.
- Willingness and availability to participate in community outreach as determined to be necessary by the City.

- Willing to explore, propose and implement green energy systems and finishes into our project.
- Familiarity with the area.
- Familiarity with the current use of the building.
- Interview, if conducted
- Additional criteria that the selection committee considers relevant to the project.

**G. Comparative Evaluation Criteria**

Comparative Evaluation Criteria will be applied uniformly to all proposals. Each criterion shall be rated as follows:

- 1) **“Unacceptable”** 0 points - submission does not address the elements of this criterion
- 2) **“Not Advantageous”** 1 point - submission does not fully meet the evaluation criterion or leaves a question or issue not fully addressed
- 3) **“Advantageous”** 2 points - submission meets evaluation standard for the criterion
- 4) **“Highly Advantageous”** 3 points - submission excels on the specific criterion,

to include:

**1: Training/Educational Background**

Training/educational background appropriate to the project as described in the Request for Qualifications of all project personnel, including professional experience above and beyond the minimum qualifications

Points	Rating	Description
0	Unacceptable	The proposal indicates evidence of training or educational background in discipline necessary to complete this project of less than a bachelor degree.

1	Not Advantageous	The proposal indicates evidence of training or educational background in discipline necessary to complete this project of only a bachelor degree.
2	Advantageous	The proposal indicates evidence of training or educational background in a discipline necessary to complete this project of a bachelor degree and five or more years actual experience in one or more area of expertise in consulting necessary to complete this project.
3	Highly Advantageous	The proposal indicates evidence of training or educational background in a discipline necessary to complete this project of a masters degree in one or more area of expertise in consulting necessary to complete this project.

## 2: Experience

Depth of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of all project personnel, including professional experience above and beyond the minimum qualifications outlined in this RFQ .

Points	Rating	Description
0	Unacceptable	The proposal indicates no evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects.
1	Not Advantageous	The proposal indicates evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of between one and eight years.
2	Advantageous	The proposal indicates evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of between nine and fifteen years.
3	Highly Advantageous	The proposal indicates evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of more than fifteen years.

## 3: References

Strength and credibility of client references.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
0	Unacceptable	The proposal indicates no strong and credible client references with contact information.
1	Not Advantageous	The proposal indicates less than five strong and credible client references with contact information.
2	Advantageous	The proposal indicates six to ten strong and credible client references with contact information.
3	Highly Advantageous	The proposal indicates eleven or more strong and credible client references with contact information

**4: Qualifications**

Professional qualifications of the consultant and all project personnel, including professional experience above and beyond the minimum qualifications outlined in the Request for Qualifications.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
0	Unacceptable	The proposal fails to indicate a well-established firm/applicant, with proximity or availability of staff to complete work. The proposal provides no evidence that the firm/applicant is large enough and diverse enough to expedite all work within the City’s schedule.
1	Not Advantageous	The proposal fails to provide either evidence of a well-established firm/applicant, with proximity or availability of staff to complete work. The proposal provides insufficient evidence that the firm/applicant is either large enough or diverse enough to expedite all work within the City’s schedule.

2	Advantageous	The proposal provides a history of the firm/applicant, with proximity or availability of staff to complete work. The proposal provides adequate evidence that the firm/applicant is large enough and/or diverse enough to expedite all work within the City's schedule.
3	Highly Advantageous	The proposal provides a detailed history of the firm/applicant indicating a well-established firm/applicant, with proximity and availability of staff to complete work. The proposal provides evidence that the firm/applicant is both large enough and diverse enough to expedite all work within the City's schedule.

5: Understanding Scope of Work

Desirability of approach to project, and demonstrated understanding of the community and it's plan for preservation of the historic Souther Tide Mill.

Points	Rating	Description
0	Unacceptable	The proposal indicates inadequate review or understanding of the required Scope of Work.
1	Not Advantageous	The proposal indicates incomplete review or a vague understanding of the required Scope of Work.
2	Advantageous	The proposal indicates sufficient review and understanding of the required Scope of Work, and documents the firm/applicant's proposed approach.
3	Highly Advantageous	The proposal indicates a thorough review and full understanding of the required Scope of Work, and proposes a clear and comprehensive approach.

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**6: Quality of Past Work**

Prior successful experience with municipalities providing consulting services for similar cities and towns. Quality of past consulting services as evidenced by sample submissions, lists of awards won for similar work.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
0	Unacceptable	None of the sample submissions submitted by the firm/applicant are clear and complete and/or have relevance to the services being solicited under the RFQ.
1	Not Advantageous	One or two of the sample submissions submitted by the firm/applicant are unclear, incomplete, or have little relevance to the services being solicited under the RFQ.
2	Advantageous	All of the sample submissions submitted by the firm/applicant are written clearly and fully cover the relevant subject matter, having clear relevance to the services being solicited under the RFQ.
3	Highly Advantageous	All sample submissions are written clearly, fully cover the relevant subject matter, and also excel with respect to quality, graphics, formats, and/or writing style.

**7: Communication and Presentation**

Excellence of communication and graphic skills.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
0	Unacceptable	The written and graphic response submitted by the firm/applicant is both unclear and incomplete.

1	Not Advantageous	The written and graphic response submitted by the firm/applicant is either unclear or incomplete.
2	Advantageous	The written and graphic response submitted by the firm/applicant is clear and complete, and fully covers the relevant subject matter.
3	Highly Advantageous	The written and graphic response submitted by the firm/applicant is clear and complete, fully covers the relevant subject matter, and excels with respect to graphics, formats, and/or writing style.

**8: Familiarity with area**

Ability to begin work on an immediate basis.

<b>Points</b>	<b>Rating</b>	<b>Description</b>
0	Unacceptable	The applicant has provided no evidence of familiarity with the area or for availability to begin work and/or ability to ensure project completion.
1	Not Advantageous	The applicant has indicated a vague familiarity with the area or incomplete timeline for availability and/or project completion.
2	Advantageous	The applicant has provided adequate evidence of familiarity with the area, immediate availability and a proposed timeline for project completion.
3	Highly Advantageous	The applicant has provided evidence of familiarity with the area and of immediate availability and has proposed a timeline for project completion which is ambitious and timely in nature.

a. **H. Project Fee**

The City of Quincy has estimated the fee to be no more than \$55,000 for the Scope of Services described herein. As such the fee detailed on the required Fee Proposal Form shall not exceed \$55,000. Submissions must include a completed Attachment B: Fee Proposal Form. Project fee must be provided for the work as described in the form. Fee shown shall include all costs and expenses (copying, mileage, photographs, etc.) to complete the scope of work defined in Attachment A and all of the Request for Qualifications.

The selection committee will select the most overall advantageous proposal.

**I. Withdrawals**

Respondents may only withdraw a submission when the request to do so is received in writing by the Chief Procurement Officer prior to the time and date of the proposed opening.

**J. Waiver/Cure of Minor Informalities, Errors or Omissions**

The City reserves the right to waive or permit the cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondent and to take any measures with respect to this Request for Qualifications in any manner necessary to serve the best interest of the City.

**K. Rejection of Submissions, Modification of Request for Qualifications**

The City reserves the right to reject any and all responses if it determines, within its sole discretion, that it is in the City's best interest to do so. This Request for Qualifications does not commit the City to select any Respondent, award any contract, pay any costs in preparing a submission, or procure a contract for any services. The City also reserves the right to cancel or modify this Request for Qualifications in part or in its entirety, or to change the Request for Qualification guidelines. A Respondent may not alter the Request for Qualifications or its components.

b. **L. Submissions**

Submissions should be addressed to:

**KATHRYN HOBIN, CHIEF PROCUREMENT OFFICER  
CITY OF QUINCY  
1305 Hancock Street Quincy, MA 02169**

# REQUEST FOR QUALIFICATIONS

## ATTACHMENT A SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

JAMES R. MCINTYRE GOVERNMENT CENTER ~ “OLD CITY HALL”  
1305 HANCOCK STREET ~ QUINCY, MASSACHUSETTS

### **Description of Work:**

The City of Quincy, acting through the Office of the Mayor and its Public Buildings Department, desires to preserve the structural integrity of the historic Souther Tide Mill in the City of Quincy. This request for qualifications seeks responses from those individuals or firms qualified and competent to provide the design and engineering services needed to complete a historical survey, historical research, current conditions assessment, feasibility study, programming, pre-design, schematic design documents and preliminary cost estimates pertaining to such preservation. The selected consultant shall prepare such reports, surveys, plans and documents as are necessary or desirable for the City to plan for, undertake the design of, and fund the proposed work. Such work to include the study of the integrity of the building’s foundation and any changes that may be required to protect the building from the natural elements retaining its historic historical character and appearance to the maximum extent practicable based upon historic records and photographic evidence.

The areas of the building proposed for rehabilitation and preservation include the exterior envelope, to include structural shoring of the site, exterior drainage, basement and building waterproofing, historic window repair and/or replacement as needed. All work shall transition from new construction to the existing historic building. Work shall also include establishing electrical service to the site immediately prior to commencing work.

The selected consultant shall be available to participate in such community outreach as determined to be necessary by the City

The parties may later agree to expand the Scope of Services to be provided by the Consultant upon completion of the Scope as herein outlined. Expansion may include the preparation of specification documents, final plans and/or construction drawings or contracts and oversight of construction activities. Any additions or extensions of the contract will be the subject of future monetary negotiations based on the pricing listed below.

### **Standard of Work:**

The selected consultant agrees that the performance of the work and services under the proposed agreement with the City of Quincy shall conform to high professional standards in accordance with

the Secretary of the Interior's Standards for Archaeology and for the Treatment of Historic Properties.

# REQUEST FOR QUALIFICATIONS

## ATTACHMENT B FEE PROPOSAL FORM

SOUTHER TIDE MILL  
SOUTHERN ARTERY ~ QUINCY, MASSACHUSETTS

The undersigned hereby submits a price proposal to perform the services outlined in this Request for Qualifications issued by the City of Quincy pertaining to design and engineering services needed to complete a historical survey, historical research, current conditions assessment, feasibility study, programming, pre-design, schematic design documents and preliminary cost estimates pertaining to such restoration and rehabilitation of the Souther Tide Mill as more fully described in the Request for Qualification.

Total fee proposal, including professional fees and expenses shall not exceed \$55,000. The City of Quincy reserves the right to negotiate the fee of the selected consultant not to exceed \$55,000.

Contract term will commence upon selection of a consultant and execution of a contract for services.

The selected consultant shall have six weeks from execution of a contract for services to complete the required services in full.

The CONSULTANT hereby pledges to deliver the complete scope of services detailed in the Request for Qualification, for the rates and charges shown below:

Estimated cost to complete the work herein:

Total Fee Proposed: \_\_\_\_\_

The parties may later agree to expand the Scope of Services to be provided by the Consultant upon completion of the Scope as herein outlined. Expansion may include the preparation of specification documents, final plans and/or construction drawings or contracts and oversight of construction activities. Any additions or extensions of the contract will be the subject of future monetary negotiations based on the pricing listed below.

**PROFESSIONAL SERVICES, Hourly Rates:**

1. \_\_\_\_\_  
Project Engineer

2. \_\_\_\_\_  
Licensed Architect

3. \_\_\_\_\_  
Other essential personnel

4. \_\_\_\_\_  
Other essential services

**CONSULTANT INFORMATION**

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ Signature: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Bidder acknowledges receipt of \_\_\_\_\_ Addendum (a). \_\_\_\_\_  
(Signature)

## **CONTRACT FOR PROFESSIONAL SERVICES**

**THIS CONTRACT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Quincy, hereinafter called the “City” and \_\_\_\_\_, doing business as \_\_\_\_\_ (entity type) located at \_\_\_\_\_, hereinafter called the “Consultant”.

**WITNESSETH**, that the City and the Consultant, for consideration hereinafter stated, agree as follows:

### **ARTICLE 1 – THE CONTRACT SUM**

The City shall pay the Consultant in current funds for the performance of the work the contract sum not to exceed \_\_\_\_\_ according to the payment terms detailed in the City’s Request for Proposals attached hereto and incorporated by reference herein.

### **ARTICLE 2 – SCOPE OF WORK**

The Consultant shall perform all the work specified in the City’s Request for Qualifications relative to the preservation/restoration/rehabilitation of the James R. McIntyre Government Center and in the Consultant’s proposal dated \_\_\_\_\_, each of which are attached hereto and by this reference incorporated herein.

### **ARTICLE 3 – TIME OF PERFORMANCE**

The Consultant shall commence work under this CONTRACT upon formal acceptance of the contract by the City. All services shall be performed within six weeks of the formal acceptance of this contract.

### **ARTICLE 4 – CONTRACT AMENDMENTS**

All amendments, change orders or any changes to the provisions specified in this contract can only occur when mutually agreed upon by the City and the Consultant. Further, such amendments, change orders or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders and changes shall be approved by the Chief Financial Officer prior to execution by the awarding authority. No amendment, change order or change to the contract provisions shall be made until after the written execution of the amendment, change order or change to the contract by both parties. All amendments, change orders and changes to the contract shall be in accordance with M.G.L. Chapter 30B, Section 13, M.G.L. Chapter 7, § 38A ½ O, and all other Massachusetts Laws and City Ordinances.

### **ARTICLE 5 – INSURANCE REQUIREMENTS**

The Consultant hereby agrees to indemnify and save harmless, the City, its officers, agents and employees, from and against any and all claims arising out of the negligent acts, errors or omissions, property damage, and bodily injury of the Consultant.

The consultant will, at its own expense, maintain and keep in force all insurance required by law for its employees; including Disability, Worker’s Compensation, Unemployment, and public liability insurance, at least as herein after set forth so as to protect it and the municipality from claims for personal injury and property damage for the duration of the project.

A comprehensive general liability insurance policy with the following limits of coverage: Bodily Injury, One Million Dollars (\$1,000,000.00) each occurrence, Property Damage, Five Hundred Thousand

Dollars (\$500,000.00) each occurrence and One Mill Dollars (\$1,000,000.00) aggregate of all claims per occurrence.

The insurance shall be issued by an insurer who is licensed and authorized to do business in the Commonwealth of Massachusetts.

The Consultant shall maintain insurance satisfactory to the municipality covering any and all property damage, or bodily harm which may be suffered by reason of neglect of the consultant, its employees or agents during the execution of the project.

#### **ARTICLE 6 – PAYMENT TERMS**

The City agrees to pay the consultant upon satisfactory completion according to the payment terms detailed in the City's Request for Qualifications.

#### **ARTICLE 7 – CONTRACT DOCUMENTS**

The following, together with this document form the CONTRACT and all are as fully a part of this contract as if physically attached to the contract or repeated herein.

1. This Contract;
2. Amendments, change orders or other changes mutually agreed upon as above;
3. The City's Request for Qualifications;
4. The Consultant's submission in response to the Request for Qualifications;
5. All required certifications;
6. Certificate of corporate vote, if applicable;

#### **ARTICLE 8 – CONTRACT TERMINATION**

The City may suspend or terminate this contract by providing the Consultant with ten (10) days written notice for reasons outlined as follows:

1. Failure of the Consultant, for any reason, to fulfill in a timely and proper manner its obligations under this contract.
2. Violation of any of the provisions of the contract by the Consultant.
3. A determination by the City that the Consultant has engaged in fraud, waste, mismanagement, misuse of the funds, or criminal activity with any funds provided by the Contract.

#### **ARTICLE 9 – INDEMNIFICATION**

The Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the Consultant, and shall exonerate, indemnify and hold harmless the City's officers, agents, and all employees from said requirements and local taxes and contributions imposed or required under the Social Security, Worker's Compensation and Income Tax Laws. Further, the Consultant shall exonerate, indemnify and hold harmless the City with respect to any claim, damages, expenses, or attorney's fees arising from or in connection with the Consultant's negligent performance of the work performed under this contract. This shall not be construed as a limitation of the Consultant's liability under the contract or as otherwise provided by law.

#### **ARTICLE 10 – APPLICABLE LAWS, REGULATIONS**

The Consultant agrees to comply with other applicable laws, regulations or ordinances affecting the successful completion of this contract. Such laws, regulations, or ordinances included by are not limited to: Prevailing Wage laws, if applicable, Responsible Employer law or Ordinance and Non-discrimination laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and orders pertaining to the protection of work, property, persons and employees.

**ARTICLE 11 – ASSIGNMENT SUBJECT TO APPROVAL**

No rights or liabilities under the contract shall be assigned or subcontracted without the express written approval of the City.

**ARTICLE 12 – TAX COMPLIANCE**

The Seller certifies under penalties of perjury that it has filed all state sales tax returns, paid all state taxes and is otherwise in compliance with the laws of the Commonwealth of Massachusetts relating to taxes.

**ARTICLE 13 – NON-COLLUSION CERTIFICATION**

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

**ARTICLE 14 – SEVERABILITY**

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

**ARTICLE 15 – ENTIRE AGREEMENT**

This contract represents the entire agreement of the City and the Consultant with respect to the services as defined in the Request for Qualifications and the Consultant’s submission and supersedes any prior agreements, understandings and representations, whether written or oral.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed in three (3) original copies on the day and year first above written.

**FOR THE CITY OF QUINCY**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Thomas P. Koch, Mayor

\_\_\_\_\_  
James S. Timmins, City Solicitor

\_\_\_\_\_  
Lisa Aimola, Director Community Preservation

Certification is herewith given that funds are available for the payments required by the terms of this CONTRACT.

\_\_\_\_\_  
Mark Cavanaugh, Director Municipal Finance

The foregoing draft contract is included for illustrative purposes and should not be deemed to be the final draft.



**CITY OF QUINCY**  
**Purchasing Department**  
**1305 Hancock Street, Quincy, MA 02169**

Phone: 376-1060

Fax: 376-1074

## **TAX COMPLIANCE CERTIFICATE**

### **MASS. GENERAL LAWS, CH. 62C, S: 49A(b)**

I hereby certify that pursuant to MGL Chapter 62c, section 49a, I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support. This is being signed under the pains and penalties of perjury.

(1) Individual Contractor

\_\_\_\_\_  
(Contractor's Name and Signature)

Social Security Number

(2) Corporation, Association  
or Partnership

\_\_\_\_\_  
(Contractor's Name)

Federal Tax ID Number, or  
Social Security Number

By:

\_\_\_\_\_  
(Authorized Signature)

## **CERTIFICATE OF NON – COLLUSION**

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

\_\_\_\_\_  
(Name of person signing bid or proposal)  
(Please print)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Name of business)



CITY OF QUINCY  
Purchasing Department  
1305 Hancock Street, Quincy, MA 02169

Phone: (617) 376-1060

Fax: (617) 376-1074

## SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_  
(NAME OF CORPORATION)

held on \_\_\_\_\_, at which all the Directors were present or waived notice, it was  
(DATE)

VOTED, that:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(OFFICER)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such \_\_\_\_\_ under seal of the Company, shall be valid  
(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: \_\_\_\_\_  
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: \_\_\_\_\_

DATE OF THIS CONTRACT: \_\_\_\_\_

I hereby certify that I am the Clerk of the:

\_\_\_\_\_  
(COMPANY)

that

\_\_\_\_\_  
(NAME)

is the

duly elected \_\_\_\_\_ of said Company, and that the above VOTE has not been  
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

\_\_\_\_\_  
CORPORATE SEAL