

Office of the
ASSISTANT DIRECTOR OF
PUBLIC WORKS



TELEPHONE: (508) 841-8502
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TOWN OF SHREWSBURY

Richard D. Carney Municipal Office Building
100 Maple Avenue
Shrewsbury, Massachusetts 01545-5398

Request for Proposals for Town of Shrewsbury Feasibility Study & Landscape Design Services Lake Street Park and Recreation Area 430-452 Lake Street Shrewsbury, MA

The Town of Shrewsbury Department of Public Works is seeking a design firm and/or Consultant for a parkland feasibility study and landscape architectural design services and other developmental planning efforts related to the renovation of the Lake Street Park and Recreation Area parcels located on parcels at 430 and 452 Lake Street in Shrewsbury.

The project scope is to conduct an extensive community outreach process to develop a comprehensive renovation plan for the parcels for active recreational opportunities.

Applicants must be fully licensed for this type of work by the Commonwealth of Massachusetts and must list licensed consultants that will be used. The budget of this design project is \$150,000.00. Copies of the Request for Proposals (RFP) may be obtained at Shrewsburyma.gov/bids.

Proposals submitted in accordance with the RFP will be received in the Office of the Town Manager, 100 Maple Avenue, Shrewsbury, MA 01545 until 11:00 AM on Thursday, April 27, 2023

TOWN OF SHREWSBURY

Kevin J. Mizikar
Town Manager

**Town of Shrewsbury
Department of Public Works**



**REQUEST FOR PROPOSALS
FOR**

**Feasibility Study & Landscape Design Services
Lake Street Park and Recreation Area
430-452 Lake Street**

**REQUEST FOR PROPOSALS
TOWN OF SHREWSBURY, MASSACHUSETTS**

Released Monday, March 27, 2023

**Proposals will be received at the Office of the
Town Manager, 100 Maple Avenue, Shrewsbury
MA 01545 until 11:00 AM on Thursday April 27,
2023**

**BIDDING INSTRUCTIONS FOR
Feasibility Study & Landscape Design Services
Lake Street Park and Recreation Area**

SECTION 1.0

GENERAL INFORMATION ON BID PROCESS

1.1 General

Proposals submitted in accordance with the RFP will be received in the Office of the Town Manager, 100 Maple Avenue, Shrewsbury, MA 01545 until 11:00 AM on Thursday, April 27, 2023.

Bids submitted must contain one original and four (4) copies for a total of five (5) sets and one electronic copy.

Complete BIDS Must:

1. Consist of all documents listed in Sections 2.0, 3.0, 4.0 and all related appendices therein.
2. Include a valid Price Summary Form as show in Section 4. No substitute form will be accepted.
3. Have the signature of the designer, acting as a duly authorized official on all the proposal forms.
4. Include a cover letter signed by an official authorized to bind the proposer contractually.
5. Contain a statement that the proposal is valid for a period of at least ninety (90) days

Potential vendor will be considered non-compliant, and thus rejected, if all required documents are not present.

The Town of Shrewsbury reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the Town.

The successful designer must be an Equal Opportunity Employer.

All information in the designer's response should be organized and presented in a clear and concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, designer should not make claims to which they are not prepared to commit themselves contractually.

Official copies of this solicitation may be obtained at <https://shrewsburyma.gov/bids.aspx> on and after **March 27, 2023**

Submission Instructions:

Please submit two sealed envelopes:

The first envelope includes one (1) original, four (4) copies and one electronic copy of the non-price technical proposal marked:

Non-Price Proposal — Feasibility Study & Landscape Design Services – Lake Street Park.

Please refer to section 2.4 below for information on project scope, outline and expected duties.

The second envelope includes one (1) original and four (4) copies of the price proposal marked:

Price Proposal — Feasibility Study & Landscape Design Services- Lake Street Park(itemized) for the following tasks:

- ☐ *Site Analysis & Schematic Design*
- ☐ *Design Development & Construction Documents*
- ☐ *Bid & Negotiation*
- ☐ *Construction Administration*

1.2 Questions

Questions concerning this solicitation must be submitted in writing to Assistant Director of Public Works Keith Baldinger via email, to kbaldinger@shrewsburyma.gov by April 20, 2023 at 4:30 PM. Answers will be sent via an addendum on the town website by 11:00AM on April 24, 2023 (4/24/2023).

1.3 Bidding Schedule

Key dates for this Invitation for Bid are as follows:

- ✓ RFP Issued By 03/27/2023.
- ✓ Optional Site-Visit/Briefing 04/10/2023 by 9:00 AM
- ✓ Deadline for Submitting Questions to RFP 04/20/2023 at 4:30 **PM**.
- ✓ Proposals Due 11:00 AM on Thursday, 4/27/2023
- ✓ Potential consultant interview week of 5/8/2023
- ✓ Anticipated Contract Award 05/19/2023
- ✓ Services Commence, via staff kick-off meeting, week of 06/01/2023

Responses must submitted in accordance with the RFP will be received in the Office of the Town Manager, 100 Maple Avenue, Shrewsbury, MA 01545 until 11:00 AM on Thursday, April 27, 2023

Scope of Work

The services that will be required during the contract period will be limited to a review of the 28+/- acre Town-owned parcel located at 430-452 Lake Street (“the site”). A Four Park Master plan was completed in 2018, which included an evaluation of the Lake Street Park and Recreation Area. This is included as part of these specifications and should assist the designer in its initial discovery phase. The scope of work will include the following:

1. Task 1 - Preliminary Evaluation & Investigation

- a. Conduct an evaluation of the site to identify potential environmental or physical restrictions that may impede expansion. The Town will verify wetlands limits.
- b. The overall recreational and programming needs of the Town; this will include review with Town Staff.
- c. Provide a report to the Town outlining the findings and recommendations of the preliminary investigation.
- d. Completed by June 30, 2023

2. Task 2 – Schematic Design

- a. Provide layout plans for program uses, access drives, grading, drainage, utilities, landscaping, playground etc.
- b. Include safety and security needs within the park relative to development. The needs of adjacent residential and business communities should be considered.
- c. Meet with the Town and its stakeholders including the Parks and Cemetery Commission, Select Board, Parks Department, Recreation Department and youth sports groups to review the development of the plans. Assume up to six (6) meetings.
- d. Facilitate and attend two (2) public outreach meeting to present the design and solicit feedback on the layout.
- e. Provide a preliminary cost estimate based on the approved schematic design and phased construction. The estimate should include escalation factors for construction for the phased build-out. The estimate should also include budget for design and permitting cost through construction.
- f. Potential phases include:
 - Phase One utilities, irrigation well, irrigation for existing fields and parking.
 - Phase Two – recreation pickle ball, playground, trails etc.
 - Phase Three – sports fields, bath house alternate access and future build out.
- g. Completed by September 30, 2023

3. Task 3 – Design Development and Construction Documents

- a. Consultant shall develop a complete build-out and action plan(s) for the chosen top design(s) to 100% contract documents for a phased construction approach, which shall include a complete cost estimate for review and publication by the Town
- b. Completed by December 31, 2023

4. Task 4 Bidding and Construction

- a. Bid and Negotiation – Consultant shall review and respond, at the Town’s request, to any bidder’s requests for information until such time as a construction contract has been awarded by the Town
- b. Advertisement should begin early January 2024 with bids due early February 2024

5. Task 5 – Construction Administration

- a. **Construction Administration** – Consultant shall, as an agent of the Town, oversee any and all site construction, at the Town’s request, to ensure contractor conformity to construction drawings and adherence to construction specifications, standards and provisions set forth within the construction documents.

Section 3.0

3.1 Proposal Submission Requirements

The contents of the proposal shall become contractual obligations if a contract ensues. Proposals shall contain the following information:

- a. Price and non-price proposals must be submitted separately.
- b. The price proposal shall be marked on the outside envelope **"Price Proposal for Feasibility Study & Landscape Design Services Lake Street Park and Recreation Area 430-452 Lake Street"** The outside envelope shall also list the name of the consultant and the date of delivery of said proposal. The Price Proposal must also include a statement that the price quoted shall remain valid for at least 60 days from the date submitted.
- e. The non-price proposals shall be submitted marked on the outside envelope **"Non Price Proposal for Feasibility Study & Landscape Design Services Lake Street Park and Recreation Area 430-452 Lake Street"** The outside envelope shall also list the name of the
- f. The consultants shall submit one (1) original and four (4) copies of the proposal. Proposals shall be typewritten (single-spaced) with pages numbered and signed in ink by an official authorized to bind the company to its provisions. One electronic copy should be included.
- g. Consultants shall submit a summary of the proposal, including the principal reasons that you would offer for selecting your firm.

The contents of the proposal shall become contractual obligations if a contract ensues. Proposals submitted in response to this request should be prepared simply and economically, and contain the following information:

- a. Table of Contents
- b. Name, address, telephone number and contact person for each consultant.
- c. References submitted pursuant to the minimum evaluation criteria referenced in this document.
- d. Documentation that the consultant fulfills the experience requirements referenced in this document.
- e. List of Consultants and/or Subcontractors including qualifications referenced in this document.
- f. A completed Commonwealth of Massachusetts Designer Application Form

3.2 References

Consultants must submit a complete list of projects performed in the past five (5) years that are similar in size and scope to this project, with current contact names and telephone numbers.

3.3 Incurring Costs

The Town shall not be liable for any cost incurred by consultants in preparing, submitting or presenting proposals, or in satisfying and demonstrating requirements. The Town shall not reimburse any costs incurred by consultants in anticipation of being awarded the contract under the Request for Proposals.

3.4 Proposals Are Public Records

All documents submitted in response to this RFP are deemed public records under Massachusetts General Laws, Chapter 30B, §3, and open to public inspection. However, pursuant to M.G.L., Ch.30B, §3, all proposals shall remain confidential until the completion of all evaluations in accordance with this RFP.

3.5 Proposal Evaluation

The contract will be awarded to the consultant who can best satisfy the overall requirements of the Request for Proposals, but not necessarily quoting the lowest price. The Town will use the following process to evaluate the proposal:

1. A review committee will conduct an initial screening of all proposals. The sole purpose of this step is to demonstrate a consultant's overall completeness and responsiveness. The proposals must meet the requirements identified as Minimum Evaluation Criteria to receive further consideration. The review committee reserves the right to disqualify proposals that are determined to be incomplete or non-responsive.
2. The proposals will be evaluated for each of the criteria listed as Comparative Evaluation Criteria. Any proposal that receives a "least advantageous" rating in any criteria may be rejected. Based on this evaluation, each proposal will receive a composite rating of "least advantageous", "acceptable", "advantageous", or "highly advantageous".
3. After completion of steps 1 and 2, as detailed above, the proposal will be evaluated on overall price and ranked from least costly to most costly based on the projected levels of effort and costs provided in this component. Price Proposals shall be totally inclusive of all costs for the project.

The review committee at this step will compare the results of each proposal evaluation, and a final ranking shall be made considering both the Price and Non-Price proposals. The purpose of this comparison at this step of the evaluation will be to determine if the ranking of the proposals as to cost should alter the non-price ranking of the proposals. The overall goal of the

evaluation process shall be to recommend the award of the contract to the firm whose proposal best meets the requirements of the RFP in the opinion of the committee and is at the same time cost-effective and within the budget allocated by the Town for this project

3.6 Award of Contract

The contract is expected to be awarded to the selected consultant on or before May 19, 2023. This date is subject to change only upon the direct and written authorization of all consultants submitting a proposal pursuant to the RFP.

The Town may require the top three (3) ranked consultants to appear for interviews. Potential schedule is the week of May 8, 2023.

The review committee will determine the selected consultant(s). The Town Manager will award said contract.

The non-selection of any proposal will mean that another proposal was deemed to be more advantageous to the Town or that no proposal was accepted. Consultants whose proposals were not accepted will be so notified.

3.7 Reservation of Rights

The Town of Shrewsbury may cancel this RFP or may reject in whole or in part any and all proposals when it is determined that said cancellation or rejection serves the best interests of the governmental body. Reason for cancellation or rejection shall be stated in writing. The Town Manager acting as the Chief Procurement Officer reserves the right to reject any or all proposals.

3.8 Project Budget

All assignments will be subject to appropriation or funds being made available. For each assignment, there may be division of work between Town staff and the consulting firm selected via this process.

3.9 Municipal Contact for Inquiries

All questions and inquiries regarding the RFP should be addressed to:

Keith Baldinger Assistant Director of Public Works
Department of Public Works
Richard D. Carney Municipal Office Building
100 Maple Avenue
Shrewsbury, MA 01545
kbaldinger@shrewsburyma.gov
(508) 841-8502

3.10 Payment Schedule

Progress payments will be made on this project in accordance with an agreed schedule that is worked out as part of any project or task budget.

3.11 Comparative Evaluation Criteria

Comparative evaluation criteria will be applied to all proposals complying with the bid submission requirements listed in this RFP and fulfilling the minimum evaluation criteria listed in this document. Each consultant must indicate if and how they meet the following comparative Evaluation Criteria list below.

A. Number of Years Consultant has been in Business

A.1 Highly Advantageous – Five (5) or more years

A.2 Advantageous – Greater than three (3) years but less than five (5) years

A.3 Non-Advantageous – Greater than one (1) year but less than three (3) years

A.4 Least Advantageous– Less than one (1) year

B. Number of Communities/Parks and Recreation Departments that have retained the consultant for related work in the last five years

B.1 Highly Advantageous – The Consultant has been retained by five (5) or more municipalities.

B.2 Advantageous – four (4) municipalities have retained the consultant in the last five years.

B.3 Non-Advantageous – two (2) to three (3) municipalities have retained the consultant in the last five years.

B.4 Least Advantageous – one (1) or less municipalities have retained the consultant in the last five years.

C. Expertise in the design and feasibility studies for park and recreation projects.

C.1 Highly Advantageous – The firm has completed five (5) or more *design and feasibility studies* in the last five years.

C.2 Advantageous – The firm has completed three (3) or more *design and feasibility studies* in the last five years.

C.3 Non-Advantageous – the proposal includes personnel with *design and feasibility studies* in the last five years.

C.4 Least Advantageous – the proposal does not include personnel with *design and feasibility studies* in the last five years.

D. Performance History

The number of government (federal, state, regional, local or special district) clients who have prematurely terminated or discontinued contract with your firm for non-performance within the past five (5) years

D.1 Highly Advantageous – Zero (0) government contracts have been terminated or discontinued for non-performance within the past five years

D.2 Least Advantageous – One (1) or more government contracts have been terminated or discontinued within the past five years, include circumstances.

E. Completeness of Proposal

Completed proposal fully and accurately addresses all proposed content items including proposed format.

E.1 Highly Advantageous – All items addressed

E.2 Advantageous – One (1) or two (2) items not included or unclear

E.3 Non-Advantageous – Three (3) to five (5) items not included or unclear

E.4 Least Advantageous – More than (5) items not included or unclear

BID SHEET

APPENDIX A (To Be Submitted with the Price Portion of the Proposal)

Certificate of Non-Collusion

The undersigned certifies under the 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 person signing bid or proposal)

(Name of business)

Certificate of Tax Compliance

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

I, _____ authorized signatory

for _____

(Name of Contractor)

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Contractor

By _____
(Signature of Authorized Representative)

(Title)

(Date)

Section 4.0

APPENDIX A

1. [Link for Annual Town reports.](#)
2. [Link for Shrewsbury ARPA budget](#)
3. Designer Selection Procedures
4. Commonwealth of Massachusetts Designer Selection Form

Town of Shrewsbury Lake Street Park Design RFP

Designer Selection Procedures

Appendix A Section 3



TOWN OF SHREWSBURY

Richard D. Carney Municipal Office Building
100 Maple Avenue, 2nd Floor
Shrewsbury, Massachusetts 01545-5398

Town of Shrewsbury Designer Selection Procedures July 2021

1. These procedures govern the selection of designers for any building project subject to the stated designer selection law, M.G.L. c. 7C, §§ 44-57. Any other local law governing the procurement of services will be inapplicable to these procurements.
2. The Town Manager ("Manager") has the authority to conduct the designer selection process for the Manager. The Manager may delegate any duties described herein to the extent such delegation is permissible by law.
3. The Manager shall designate the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct the designer selection process. No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:
 - a. has a direct or indirect financial interest in the award of the design contract to any applicant;
 - b. Is currently employed by, or is a consultant to or under contract to, any applicant;
 - c. is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
 - d. Has an ownership interest in, or is an officer or director of, any applicant.
4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Manager, at least two weeks before the deadline for filing applications.
5. The advertisement shall contain the following information:
 - a. a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;
 - b. If there is a program for the building project a statement of when and where the program will be available for inspection by applicants;
 - c. When and where a briefing session (if any) will be held;
 - d. The qualifications required of applicants;
 - e. The categories of designers• consultants, if any, for which applicants must list names of consultants they may use;
 - f. Whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
 - g. When and where the RFQ can be obtained and the applications must be delivered.

6. The RFQ shall include the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction." which is available for download from the Massachusetts Designer Selection Board website at Procedures for Municipalities and Public Agencies. not within DSB Jurisdiction. The Application Form may be amended to include additional information on a project specific basis.
7. The Committee shall evaluate applicants based on the following criteria;
 - a. prior similar experience;
 - b. past performance on public and private projects;
 - c. financial stability;
 - d. identity and qualifications of the consultants who will work with the applicants on the project; and
 - e. Any other criteria that the Committee considers relevant to the project.
8. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so.
9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Manager.³ No person or firm, including applicants' listed consultants, debarred Pursuant to M.G.L. c. 149, § 44C. Shall be included as a finalist on the list. The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.
10. If the fee was set prior to the selection process, the Manager shall select a designer from the list of finalists. If the Manager selects a designer other than the one ranked first by the Committee, the Manager shall file a written justification for the selection with the Committee and maintain a copy in the contract file.
11. If the fee is to be negotiated, the Manager shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Manager shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Manager is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designer, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Manager prior to selection of finalists.
12. If the Manager is unable to negotiate a satisfactory fee with any of the finalists, the manager shall recommend that the Committee select additional finalists.
13. The Manager may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Manager may commission, at his or her discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to insure its reasonableness and its adequacy before allowing the designer to continue on the project, *provided* the Manager otherwise complies with the statutory requirements for selecting a designer under Chapter 7C of the General Laws, including those set forth in M.G.L. c. 7C, § 54(a)(i)

14. Every contract for design services shall include the following:

- a. certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
- b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager,
- c. certification that no person, corporation, or other entity, other than a bona fide full time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer and
- d. Certification that the designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R (d).
- e. AH fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

15. The Manager shall not enter into a contract for design services unless the Manager or the designer has obtained professional liability insurance covering negligent errors, omissions and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the Manager may require. For the applicable period of limitations. A designer required by the Manager to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the Manager prior to the award of the contract.

16. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid document as reasonably determined by the individual responsible for administering the design contract.

17. In the event of an emergency that precludes the normal use of these designer selection procedures, the Manager may elect to authorize expedited procedures to address the emergency. The Manager shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

The Manager may select three finalists from any standing list of designers who have applied for projects of a similar nature. Or may otherwise select three designers to be considered as finalists for the project. The Manager shall rank the finalists in order of qualification and select the designer for the emergency work.

18. The Manager shall publish the name of any designer awarded a contract in the *Central Register*.

19. The following records shall be kept by the Manager:

- a. all information supplied by or obtained **about** each applicant;
- b. all actions taken relating to the project; and
- c. Any other records related to designer selection.
- d. All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

20. The Manager shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in accordance with M.G.L. c. 7C, § 48(g), and file completed evaluations with the Board and any other agency named in M.G.L. c. 7C, § 48(g).

21. Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements or any other applicable law or regulation

22. For any municipal design or construction project *that includes funding provided by the Commonwealth, in whole or in part* (such as reimbursements, grants and the like). Cities and towns must, to the extent required by applicable law or regulation, incorporate minority-owned business enterprise and women-owned business enterprise participation goals. If applicable, the manager shall take steps to assure that it complies with all State Office of Minority and Women Business Assistance requirements.

Adopted this ____ day of July, 2021

End Notes:

1. In December 2008, the Designer Selection Board revised its “Guidelines for City and Town Building projects” to clarify that both thresholds must be met.
2. LeClair. V. Norwell. 430 Mass. 328 (1999); Cape Ann City Citizens assn. v. Gloucester, 47 Mass. App. Cl. 17(1999).
3. Alternatively, local procedures could require that the Committee select the designer and negotiate the fee, if necessary, and transmit its recommendation to the Approving body.

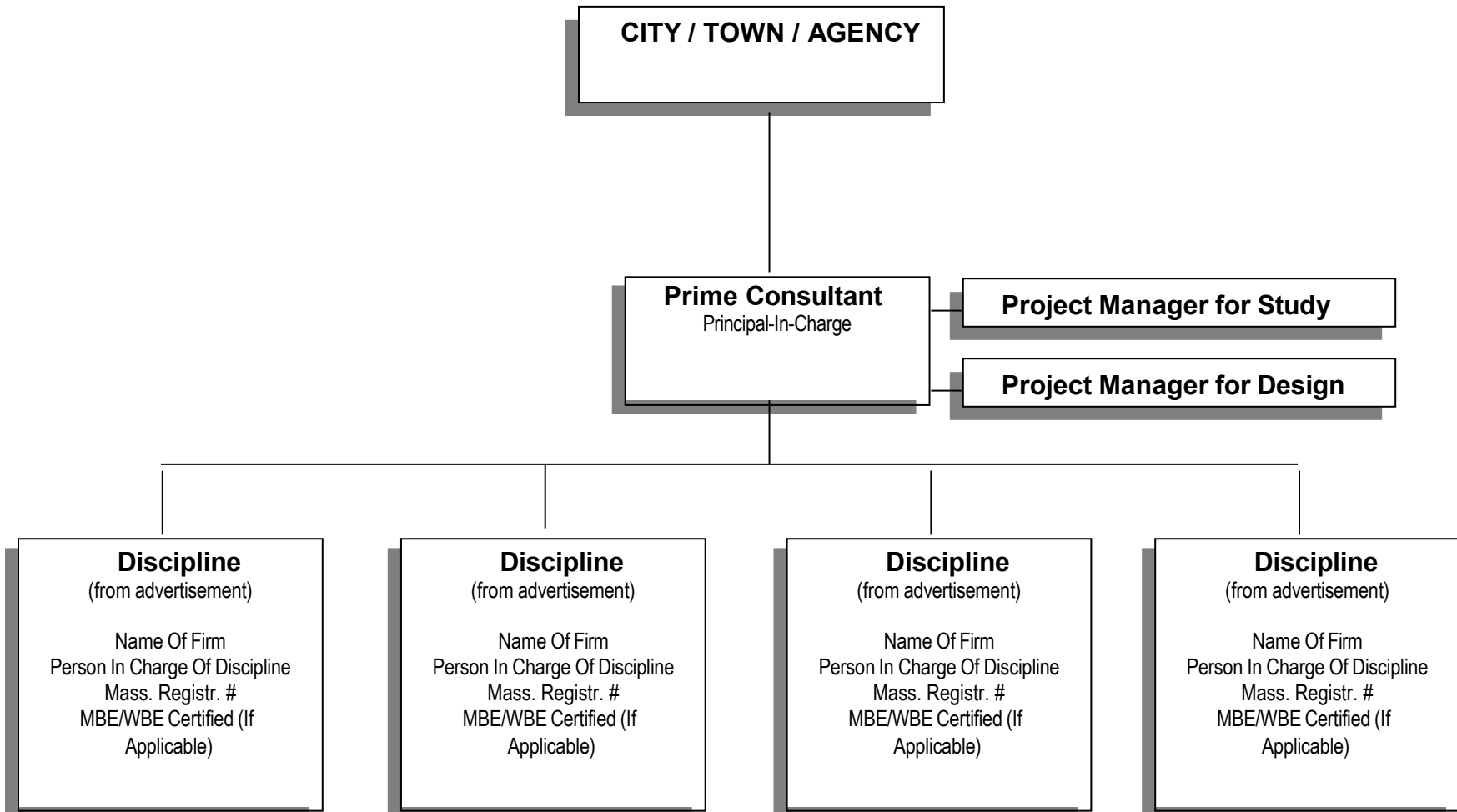
Town of Shrewsbury Lake Street Park Design RFP

Commonwealth of Massachusetts Designer Selection Form

Appendix A Section 4

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Firm Is Filing:		2. Project #																																																																	
			This space for use by Awarding Authority only.																																																																	
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:		3. 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.:		3. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/>																																																																		
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):																																																																				
<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Admin. Personnel</td> <td style="width: 10%;">()</td> <td style="width: 20%;">Ecologists</td> <td style="width: 10%;">()</td> <td style="width: 20%;">Licensed Site Profs.</td> <td style="width: 10%;">()</td> <td style="width: 20%;">Other</td> <td style="width: 10%;">()</td> </tr> <tr> <td>Architects</td> <td>()</td> <td>Electrical Engrs.</td> <td>()</td> <td>Mechanical Engrs.</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Acoustical Engrs.</td> <td>()</td> <td>Environmental</td> <td>()</td> <td>Planners: Urban./Reg.</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Civil Engrs.</td> <td>()</td> <td>Fire Protection</td> <td>()</td> <td>Specification Writers</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Code Specialists</td> <td>()</td> <td>Geotech. Engrs.</td> <td>()</td> <td>Structural Engrs.</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Construction Inspectors</td> <td>()</td> <td>Industrial</td> <td>()</td> <td>Surveyors</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Cost Estimators</td> <td>()</td> <td>Interior Designers</td> <td>()</td> <td></td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Drafters</td> <td>()</td> <td>Landscape</td> <td>()</td> <td></td> <td>()</td> <td>Total</td> <td>()</td> </tr> </table>					Admin. Personnel	()	Ecologists	()	Licensed Site Profs.	()	Other	()	Architects	()	Electrical Engrs.	()	Mechanical Engrs.	()		()	Acoustical Engrs.	()	Environmental	()	Planners: Urban./Reg.	()		()	Civil Engrs.	()	Fire Protection	()	Specification Writers	()		()	Code Specialists	()	Geotech. Engrs.	()	Structural Engrs.	()		()	Construction Inspectors	()	Industrial	()	Surveyors	()		()	Cost Estimators	()	Interior Designers	()		()		()	Drafters	()	Landscape	()		()	Total	()
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5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																				

5. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> 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.	
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="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </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 <u>ONLY</u> 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:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

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:

Name	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:

Name	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):

Name And Title	% 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 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by (Signature)	_____	Printed Name and Title	_____	Date	_____
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Town of Shrewsbury Lake Street Park Design RFP

Appendix B

Sample Contract



TOWN OF SHREWSBURY
Richard D. Carney Municipal Office Building
100 Maple Avenue
Shrewsbury, Massachusetts 01545-5398

Contract for
Feasibility Study & Landscape Design Services
Lake Street Park and Recreation Area

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twenty-Three, by and between _____, with a place of business at _____ hereinafter called the "Contractor" and the Town of Shrewsbury 100 Maple Ave Shrewsbury, MA 01545 acting through its Town Manager, a municipal corporation located in Worcester County, Massachusetts, hereinafter called the "Town".

WITNESSETH: that the Contractor and the Town for the consideration hereinafter named agree as follows:

ARTICLE 1 - SCOPE OF WORK

The Contractor shall furnish all labor, vehicles, materials, tools, equipment, appliances, supervision, insurances and bond, incidentals and appurtenances and perform all work associated to provide Master Plan services for Town of Shrewsbury Parks & Recreation Department, as per the specifications entitled "**Request for Proposals for Town of Shrewsbury Feasibility Study & Landscape Design Services, Lake Street Park and Recreation Area, 430-452 Lake Street, Shrewsbury MA**"

The contractor is to be made aware of the Scope of Work, General Conditions, Schedule, and Terms of Agreement.

ARTICLE 2 - THE CONTRACT SUM

As specified in the Contractor's proposal form dated _____ the Town shall pay the contractor for the performance of this contract the fixed cost for the total per year of \$ _____ for the contract term.

ARTICLE 3 - TERM

The contract period shall be from the signing of this contract, with services to commence VIA staff kick off meeting the week of 06/01/2023. The Town through its Town Manager shall have the right to terminate this agreement by giving notice to the Contractor of such termination and specifying the date thereof at least thirty calendar days before the effective date of such termination. Notification by the Town shall be written and made by registered mail. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the services

required herein, in whole or in part for such period of time as the Owner may determine. No payments for services shall be required during the term of a suspension. If the suspension of services is longer than sixty (60) calendar days then the Contractor may, in anticipation of the termination of the suspension, present evidence to the Owner to document or demonstrate any increase in costs for providing the required services, for purposes of negotiating an equitable adjustment in the cost for services.

ARTICLE 4 - THE CONTRACT DOCUMENTS

The Contract Documents shall consist of this Agreement, the Request for Proposal specification entitled “**Request for Proposals for Town of Shrewsbury Feasibility Study & Landscape Design Services, Lake Street Park and Recreation Area, 430-452 Lake Street, Shrewsbury MA**” issued 03/27/2023, the Proposal forms of the contractor dated _____, the agreed upon Supplemental Conditions dated _____ and any certificates of insurance as required in the contract documents, and they are fully a part of the Contract as if hereto attached or herein repeated and shall constitute the entire agreement between the parties.

ARTICLE 5 – INCORPORATION OF STATUTES BY REFERENCE

The statutes of the Commonwealth of Massachusetts in any way related to the construction,, alteration, repair and installation of public works shall be strictly complied with by the Contractor and it is understood that all such statutes are incorporated by reference in this Contract.

Wage rates as determined by the Director of the Department of Labor Standards under the provisions of MGL c. 149,§ 26 to 271-shall prevail on this project where applicable. The Contractor shall submit certified weekly payrolls in a form suitable to the Town and the Office of the Attorney General pursuant to an advisory dated April 8, 1994 from the Office of the Attorney General a copy of which may be obtained in the Office of the Town Manager acting as Chief Procurement Officer of the Town of Shrewsbury.

ARTICLE 6 – LIABILITY

The Contractor shall be responsible for all personal injury, property damage and death claims resulting from the negligence or wrongful acts of the Contractor, its agents, servants, employees and for all such injuries or claims arising from a malfunction of its equipment. The Contractor further agrees to indemnify and hold the Town harmless against any and all such claims arising out of the Contractor’s performance under this contract.

ARTICLE 7– INSURANCE

The Contractor shall purchase and maintain such insurance as will protect the Town and the Contractor from claims, which may arise under this Contract, including operations performed for the named insured by independent contractors in the amounts set forth in the contract documents.

Contractor shall purchase and maintain such insurance as outlined in the Town’s specification.

The Contractor shall provide certificates of insurance to the Town prior to the start of any work outlining the specified limits. The Town of Shrewsbury shall be named as an additional named insured.

ARTICLE 8 - PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision or law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 9 - WORKER'S COMPENSATION AND UNEMPLOYMENT INSURANCE

The Contractor's employees, servants and agents shall not be deemed Town employees for either worker's compensation or unemployment compensation purposes, or for any other purposes.

ARTICLE 10- TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, § 49A(b), the authorized signatory of the Contractor, do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

IN WITNESS WHEREOF, SAID TOWN OF SHREWSBURY has caused its corporate seal to be hereto affixed and this contract to be executed in its name and behalf by the Town Manager and the CONTRACTOR has executed this agreement upon the day and year first above written.
TOWN OF SHREWSBURY

Kevin Mizikar
Town Manager

Amy Li
Town Accountant

CONTRACTOR:

DULY AUTHORIZED OFFICER

FEDERAL TAX NUMBER OR
SOCIAL SECURITY NUMBER

At a duly authorized meeting of the Board of Directors of _____, at which all the Directors were present or waived notice, it was VOTED, that

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

A true copy,

ATTEST: _____ Clerk

Place of Business: _____

Date of this Contract: _____

I hereby certify that I am the clerk of the _____ that
 _____ is the duly elected _____
 (Name) _____ (Officer)

of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Corporate
 Seal