

**CITY OF EASTHAMPTON
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES
FOR**

New City Neighborhood Infrastructure Planning Project (NCNIPP)

A. Project Overview

1. **Overview:** The City of Easthampton wishes to receive qualifications for a comprehensive engineering/planning infrastructure assessment as part of this New City Neighborhood Infrastructure Planning Project (NCNIPP). The project is intended to lead to future physical improvements within this defined area including streets and sidewalks, storm water drainage, sanitary sewer systems, water service, community facilities (park, playground, etc.), green infrastructure, public shade trees, and other associated public works towards the overall improvements in in the Easthampton New City Neighborhood.
2. A planning consultant will be hired to facilitate the proposed NCNIPP under the direction of the Pioneer Valley Planning Commission (PVPC) and Easthampton Planning and Community Development Department who will report to the Easthampton Mayor. The consultant will prepare a final report that will assess the physical conditions in the neighborhood by conducting a comprehensive evaluation of all surface and sub-surface infrastructure: the age and condition of water and sewer main lines, drainage evaluation including areas of erosion and need for new systems (both traditional and green infrastructure), pedestrian access and non-compliance documentation, curbing inventory and assessment, street and sidewalk conditions, public shade trees inventory and assessment; and opportunities for enhancements throughout the area such as pocket park, playgrounds, or community gardens on existing City-owned parcels. The consultant will also be required to assist in the development of at least three public forums and/or meetings. The meetings shall adhere to the Commonwealths guidance for Enhanced Outreach to Environmental Justice Populations and seek to attract residents from the project area to further assess needs as well as begin to gauge neighborhood assets or potential building blocks towards improvement goals. One of the meetings shall seek to gather input on needed and/or desirable community facilities. The final report will also include recommendations as to how the City may address are deficiencies. A proposal shall remain valid through the award date of the contract for the services herein sought.
3. The City of Easthampton may cancel this RFQ, in whole or in part, at any time whenever such an act is deemed in its best interest.
4. The City of Easthampton will not be responsible for any costs incurred by a proposer in preparing and submitting a proposal in response to this RFP.
5. This planning project is being funded through an FY20 Massachusetts Department of Housing and Community Development Block Grant (CDBG) award. Acceptance of any proposal to provide services is subject to the continued availability of these funds.
6. Planning services are to be completed no later than June 30, 2022.

7. No briefing session have been scheduled. Any questions pertaining to this project should be directed to Ted Harvey, Community Development Deputy Director, Pioneer Valley Planning Commission at (413) 781-6045 or email tharvey@pvpc.org.

B. Scope of Services

A detailed scope of services is provided in Attachment B.

C. Proposal - Submission Procedures

1. This procurement will follow a non-price solicitation qualifications based format and will also adhere to CDBG guidelines and federal regulations (24 CFR 570.489(g)) which call for full and open competition.
2. The submission and review of such proposals must comply with applicable Federal regulations and other applicable laws and regulations of the Commonwealth. Acceptance of any proposal to provide such services is subject to the continued availability of funding.
3. A sealed package must clearly identify the party submitting the proposal and indicate that it contains information for the Easthampton New City Neighborhood Infrastructure Planning Project. *An original and four additional copies must be contained in the submission. Proposals must be submitted to:*

**Pioneer Valley Planning Commission
60 Congress Street
Springfield, MA 01104-3419**

ATTN: Ted Harvey

**Re: City of Easthampton
Easthampton New City Neighborhood Infrastructure Planning Project**

4. **Proposals must be received no later than 3:00 P.M. on Wednesday, July 21, 2021.** Proposals may be changed or withdrawn prior to but not subsequent to this date, by submission of such change in writing in a sealed envelope, identifying the submitting party and indicating that it contains a correction of the proposal for the New City Neighborhood .
5. The City of Easthampton reserves the right to accept or reject any or all proposals if it is deemed in the best interest of the City.
6. The fee for professional engineering services and expenses shall not exceed \$175,000. The actual fee will be negotiated with the successful firm.

D. Modifications to Proposals

1. Modifications to proposals may be submitted prior to the date and time specified for receipt of proposals.

2. An original and four copies must be submitted together with a transmittal letter signed by an authorized official of the firm.
3. Modifications must be submitted in sealed envelopes, clearly marked "City of Easthampton: New City Neighborhood Infrastructure Improvement Planning Project - Modification No. ___".

E. Submission Requirements:

1. Each proposal submitted should contain the following:
 - a. Table of Contents.
 - b. **Plan of Services.** The City seeks a narrative description regarding how the proposing consulting firm will satisfy the scope of services. The narrative should include a description of the firm's ability to serve the City of Easthampton from a technical and management viewpoint with approaches, comments, and/or observations as the proposer seems relevant. This includes but is not limited to project timeline, program funding familiarity, construction procurement laws, unique and creative planning and future design approaches, cost containment, document creation, and any other services required in this RFQ. Some detail should be provided regarding specific methodologies or approaches being proposed beyond a reiteration of the scope presented in this RFQ. Contents of the plan of services will be considered as part of the proposal evaluation process.
Note: Through the Plan of Services and other portions of the proposal, the City will evaluate who is providing the services, what are their qualifications and experience, how will they go about getting the services accomplished and the success of other similar projects.
 - c. The name, title (if any) and project role of all those who will be assigned to this project. Briefly explain the project roles of each individual included as part of the proposal. This may be included as part of the Plan of Services or provided independently in narrative and/or in chart form. Resumes of key individuals are also to be provided.
 - d. A description of five (5) similar projects completed within the past ten (10) years by those who will be assigned to this project.
 - The description should be approximately a 1 – 2 page summary of the project including photographs.
 - Similar: All horizontal/public works-type infrastructure projects will be accepted as part of the Submission Requirements. However, for the purposes of the comparative evaluation, similar will mean projects that:
 1. Are located in Massachusetts
 2. Are municipal neighborhood-based projects
 3. Projects completed by proposed Project Manager and/or Project Engineer
 4. Involved planning and design engineering, and subsequent construction monitoring of at least three of the following infrastructure improvement elements: street and sidewalk rehabilitation, water main replacement, sanitary sewer replacement, drainage improvement, green infrastructure, curb/curb ramp installation, and public community facilities (parks/playgrounds).
 5. Final construction value between \$200,000 - \$2,000,000

- e. Demonstrated knowledge of current federal, state, and local laws as pertaining to this type of infrastructure design project, such as 521 CMR, MA DOT guidelines, ADAAG, public construction bidding, and adherence to environmental regulations.
 - f. A section with narrative responses to Comparative Evaluation Criteria (See Section G). You should type the question prior to each response and explain how each of the criteria are met.
 - g. Acknowledgement of the proposed deadline for completing the planning activity. Present a proposed project schedule and ability to meet the schedule.
 - h. A list of at least three (3) municipal references from the list of similarly completed projects.
 - i. Certificates of non-collusion, non-discrimination and affirmative action, and tax compliance.
 - j. Detail of liability insurance the consultant(s) will carry for this project.
 - k. **Note.** The top-ranked designer will be asked to submit a fee proposal that includes a proposed lump-sum fixed fee along with:
 - percentage of time to be devoted to the project by key individuals;
 - hourly rates for the proposer's personnel and the estimated number of hours each will devote to the project;
 - hourly rates the firm proposes to charge for each subconsultant and the estimates number of hours that will be devoted by each subconsultant;
 - an itemized breakdown of all other costs included in the fee proposal; and
 - the markup, if any, that the designer will add to costs, including subconsultant fees, resulting from a change in the scope of work.
2. If any part of the scope of services under this RFQ is to be completed by a subcontractor, the proposer will provide a complete description of the services to be subcontracted for along with a complete description of the qualifications and capabilities of the subcontractor. As part of the contract award for services, the City of Easthampton reserves the right to approve or disapprove any and all such subcontractors and to revoke any approval previously given.

F. Minimum Requirements: The following shall be considered minimum standards necessary to perform the scope of work. Acceptable evidence or certification must be provided to demonstrate the minimum standards are being met. Failure to meet the minimum standards as described below shall result in a rejection of the proposal.

1. Possession (by the one of the primary staff to be assigned to this project) of a current registration in the state of Massachusetts as a Professional Engineer for at least ten years.
2. A statement indicating the firm's ability to provide \$1 million coverage of Professional Liability Insurance. (If selected, the firm must provide a certificate of insurance to indemnify and defend the City and sub-divisions from any and all claims and damages of whatever nature arising from the services provided).
3. Completion of five horizontal engineering projects within the past ten (10) years.
4. The primary project manager must have at least ten (10) years of directly related experience.
5. Either Professional Engineer or Project Manager assigned to the NCNIPP project demonstrates knowledge of current federal, state, and local laws as pertaining to this type of infrastructure

planning project, such as 521 CMR, MA DOT guidelines, ADAAG, public construction bidding, and adherence to environmental regulations

G. Comparative Criteria

Each competing firm must indicate if and how they meet the following Comparative Evaluation Criteria. Responses to each of these criteria will be rated according to the following categories:

- Highly advantageous**
- Advantageous**
- Not advantageous**
- Unacceptable**

A composite rating for each proposal will be based on the rating of each of the following Comparative Criteria.

To what extent are the following met?

1. Relevant experience of proposed project staff directly assigned to the project

a. Professional Engineer with Massachusetts registration

Highly Advantageous	More than 15 years experience
Advantageous	11-15 years experience
Not Advantageous	5 -10 years experience
Unacceptable	Less than 5 years experience

b. Project Manager assigned to the project

Highly Advantageous	More than 15 years experience
Advantageous	11-15 years experience
Not Advantageous	5 -10 years experience
Unacceptable	Less than 5 years experience

2. Similarity of the five (5) projects completed within the past ten (10) years by the assigned engineer and project manager to this project (Similarity based on criteria established in s. **E.1.d.**)

a. Project 1

Highly Advantageous	All five (5) criteria met
Advantageous	Four (4) criteria met
Not Advantageous	Two (2) – Three (3) criteria met
Unacceptable	Zero (0) – One (1) criteria met

b. Project 2

Highly Advantageous	All five (5) criteria met
Advantageous	Four (4) criteria met
Not Advantageous	Two (2) – Three (3) criteria met
Unacceptable	Zero (0) – One (1) criteria met

c. Project 3

Highly Advantageous	All five (5) criteria met
Advantageous	Four (4) criteria met

Not Advantageous	Two (2) – Three (3) criteria met
Unacceptable	Zero (0) – One (1) criteria met

d. Project 4

Highly Advantageous	All five (5) criteria met
Advantageous	Four (4) criteria met
Not Advantageous	Two (2) – Three (3) criteria met
Unacceptable	Zero (0) – One (1) criteria met

e. Project 5

Highly Advantageous	All five (5) criteria met
Advantageous	Four (4) criteria met
Not Advantageous	Two (2) – Three (3) criteria met
Unacceptable	Zero (0) – One (1) criteria met

3. Is the proposal clear and concise? Does the proposal specifically respond to the RFQ? Does it describe methods and procedures for accomplishing the requested services?

Highly Advantageous	The proposal contains clear and comprehensive plan that addresses all of the project objectives stated in the RFQ
Advantageous	The proposal contains a clear and comprehensive plan that addresses most of the project objectives stated in the RFQ
Not Advantageous	The proposal does not contain a clear and comprehensive plan that addresses most of the project objectives stated in the RFQ
Unacceptable	There were several errors and omissions within the proposal.

4. Does the proposal adequately address the elements included in the scope of services (attachement B)?

Highly Advantageous	The proposal contains clear and comprehensive plan that addresses all of the items included in the scope of services
Advantageous	The proposal contains a clear and comprehensive plan that addresses most of the items included in the scope of services
Not Advantageous	The proposal does not contain a clear and comprehensive plan that addresses most of the items included in the scope of services
Unacceptable	There were significant errors and/or omissions in items included in the scope of services

5. Number of years firm has been in business

Highly Advantageous	More than 15 years
Advantageous	11-15 years
Not Advantageous	5 -10 years experience
Unacceptable	Less than 5 years experience

Final acceptance of a proposal will be based on the information gathered from the Comparative Criteria and on compliance with Quality Requirements.

Rule for Award

The award will be made according to the following guidelines:

1. Each proposal will be examined by the Proposal Selection Review Committee to determine whether it meets all submission and quality requirements specified in this RFQ. Any proposal that fails to comply with these requirements will be considered non-responsive and eliminated from the competition.
2. The remaining proposals will then be evaluated according to the Comparative Evaluation Criteria specified in Section G of this RFQ. Evaluations will be in writing and will indicate the rating given for each criterion, the reasons for the rating, a composite rating of each proposal, and the reasons for the composite rating.
3. Should the need for an interviewing phase arise if initial rankings cannot be accomplished by the committee, then a short list of the top two (2) to three (3) consultants will be selected for interviewing. Interview times, estimated to be between 30 and 45 minutes, will be coordinated and will be conducted via Zoom. The purpose of the interview is to allow for the evaluation of personal styles of each firm's management and key personnel assigned to the project, and how well the firm matches up with the project evaluation criteria. Present at the interview should be the firm's key management representative plus key staff assigned to the project. After all interviews, the committee will then re-rank the short-list of interviewed firms and then start fee negotiations with the highest ranked firm as described in the next section.
4. The most advantageous proposal will be selected by weighing qualifications and the following factors:
 - whether or not the submission procedures and requirements as set forth in this RFQ have been met;
 - whether or not the quality requirements as set forth in this RFQ are met;
 - whether or not the firm's references are satisfactory;
 - the comparative evaluation ratings;
 - the results of the interview if needed; and,
 - successful negotiation of a fee within the specified budget allocation.
5. *Fee Negotiation* - the top choice firm as discussed above, will enter into fee negotiations with appointed Easthampton officials. If a reasonable fee can be successfully negotiated, an award will be made and a contract entered into. If not, the second ranked firm will go through the same process, etc, and until such time an award can be made. If no successful fee can be negotiated, the City will procure with a revised RFP, RFQ or IFB. In no instance, however, shall the total negotiated fee exceed the amount of \$175,000, which shall include any/all related reimbursable-type expense items.

As previously noted, the City reserves the right to reject any proposal which, in its judgment, fails to meet the requirements of this RFQ or which is incomplete, conditional, or obscure; or which contains additions or irregularities; or in which errors occur; or if it is determined to be in the best interests of the City to do so.

The City reserves the right to waive minor discrepancies or permit a competing firm to clarify such discrepancies and so conduct discussions with all qualified competing firms in any manner necessary to serve the best interests of the City. The City reserves the right to award the contract up to forty-five (45) days after the proposal due date. The fee for services will be negotiated with the selected consultant.

The City, through its Chief Procurement Officer and the Mayor, will be the awarding and contracting authority.

ATTACHMENT A: BACKGROUND INFORMATION

Easthampton: New City Neighborhood Infrastructure Planning Project (NCNIPP)

Project Name: New City Neighborhood Infrastructure Planning Project (NCNIPP)

Project Area: Easthampton's New City Neighborhood is defined by Lower Mill Pond to the west, and three collector roads to the north, east and south (Ferry Street, Parsons Street, and Everett Street, respectively). It is located in Census Tract 8223, Block Group 1. The New City neighborhood was developed in the late 19th century and consists of densely populated side streets and row houses built by West Boylston Manufacturing Co., which occupied the Pleasant Street Mills at the time. The neighborhood was developed during the Industrial Revolution in response to a boom in housing demands from an influx of immigrant families who came to work in the local mills. New City is a very dense neighborhood, with many multi-family homes and extremely old infrastructure.

Background & Description: The City of Easthampton has been actively addressing the aging infrastructure in the City through improvement projects funded by various sources. One area that has yet to benefit substantially from these types of assistance is the New City Neighborhood, which is bound by Ferry Street at the north, Parsons Street to the east, Everett Street to the south and Lower Mill Pond to the west. The City of Easthampton has established this neighborhood as a project area in need of comprehensive improvements as it remains plagued by aging public water, sewer and drainage systems, poor sidewalk conditions that do not meet modern accessibility standards, aging roadway surfaces, and a lack of suitable park, playground, or public green space. The City of Easthampton intends to evaluate the neighborhood and its associated infrastructure and develop a plan to address its needs. The City also seeks to build on an existing 2015 report outlining desirable uses such as seating and recreational areas, walking paths and/or playground on a centrally located 1.1 acre City-owned parcel. The neighboring Ferry Street Mill Complex section of Ferry Street are the current focus of private and public development, including a multi-million-dollar private renovation and complete redesign of the mill. The City was awarded a \$4 million Massworks grant for complete road reconstruction and a new roundabout at the intersection of Ferry Street and Lovefield Street. Subsequently, city officials considered launching improvements on a piecemeal basis in the New City Neighborhood on an as needed basis. However, discussions with the various community groups, department heads, Easthampton's Mayor, PVPC staff and professional engineers led to a decision to conduct a comprehensive evaluation through an infrastructure planning study. The study will provide the necessary information needed to plan comprehensive infrastructure improvements over the next decade or so using a variety of resources: City Appropriation, Complete Streets, Chapter 90, MassWorks and CDBG. The entire neighborhood would benefit from this study.

A planning consultant will be hired to facilitate the proposed NCNIPP under the direction of the Pioneer Valley Planning Commission (PVPC) and Easthampton Planning and Community Development Department who will report to the Easthampton Mayor. The consultant will prepare a final report that will assess the physical conditions in the neighborhood by conducting a comprehensive evaluation of all surface and sub-surface infrastructure: the age and condition of water and sewer main lines, drainage evaluation including areas of erosion and need for new systems (both traditional and green infrastructure), pedestrian access and non-compliance documentation, curbing inventory and assessment, street and sidewalk conditions, public shade trees inventory and assessment; and opportunities for enhancements throughout the area such as, community facilities (park, playground, etc.). The consultant will also be required to assist in the development of at least three public forums and/or meetings. The meetings shall adhere to the Commonwealths guidance for Enhanced Outreach to Environmental Justice Populations and seek to attract residents from the project area to further assess needs as well as begin to gauge

neighborhood assets or potential building blocks towards improvement goals. One of the meetings shall seek to gather input on needed and/or desirable community facilities. The final report will also include recommendations as to how the City may address are deficiencies.

National Objective: The planning project meets the national objective of benefiting low and moderate income persons on an area-wide basis, because the activity will provide benefit to all of the project area residents, where it is estimated that 65.98% or more are low or moderate income persons. The estimation is based on an income survey conducted in the summer and fall of 2019. The survey followed updated HUD guidelines including the recently published HUD CPD-19-02.

Eligibility: The proposed planning project is eligible under Title I, Section 105(a)(14) of the Housing and Community Development Act of 1974, as amended, which allows for “provisions of assistance including loans...and grants for activities which are carried out by public or private non-profit entities, including: (a) acquisition of real property; (b) acquisition, construction, reconstruction, rehabilitation, or installation of (i) public facilities..., site improvements, and utilities,... and (c) planning.”

Beneficiaries: Approximately 428 project-area residents.

Low/Mod Beneficiaries: 282 or 66%

Condition of infrastructure

Infrastructure in this neighborhood is some of the oldest in the city. The sanitary and storm sewer have remained virtually untouched since installed over 100 years ago. Sewer and water services have never been renewed. As these sewer pipes are primarily clay tile pipes, they are prone to root intrusion causing blockages. The proposed study will include TV inspection to locate manholes, the location of which may not be known. The stormwater system is similar in age and condition to the sewer, where few improvements have been made. Its poor condition has led to periodic flooding. Further, the catch basins are not up to modern standards. They are generally brick with inadequate or no sumps, and do not offer the same environmental protections as modern ones. Greg Nuttelman, the city Utilities Supervisor, confirms this saying, “*all the utilities in this area are original (~100 years old) and the water system over there is poorly gated so when we do have to perform system maintenance the shutdown area is large.*” Water pipes are cast iron and gate valves are limited. Repairs and replacement of the water system will allow for greater water pressure that will benefit fire services in the area. The city has no record of water pressure in New City, though it is assumed to be poor. The study will provide the city with that information.

Sewer and stormwater drainage systems are of utmost concern to the city, especially in older areas like New City. New federal, state and local regulations require communities to properly handle and treat storm and wastewater. Inflow and infiltration describe the ways that groundwater and stormwater enter into dedicated wastewater or sanitary sewer systems. Inflow is stormwater that enters into sanitary sewer systems at points of direct connection to the systems. Infiltration is groundwater that enters sanitary sewer systems through cracks and/or leaks in the sanitary sewer pipes. Both are serious problems which can overburden the capacity of wastewater treatment facilities, resulting in higher treatment costs, because infiltrated water, when mixed with sewage water, will need to be treated like sewage. It can also cause backflow into homes and into waterways, resulting in pollution. The management of stormwater drain systems is critically important. Stormwater runoff is generated from rain and snowmelt that flow over land or impervious surfaces, such as paved streets, parking lots, and building rooftops, without soaking into the ground. The runoff picks up pollutants like trash, chemicals, oils, and dirt/sediment that can harm our inland water. Unmanaged stormwater can also lead to increased flooding and costly expenses. To address sustainability concerns, the City is interested in proposals that implement green infrastructure improvements in addition to traditional infrastructure. Given these issues, the planning project is well

supported. The city's Integrated Water Resources Management Plan (IWRMP) outlines a dire situation, recommending steep rate hikes and separate parcel-based fee to pay for stormwater management. In developing the IWRMP, a consulting firm conducted field studies and examined past plans (like the Master Plan). However, examinations of specific neighborhoods were not conducted. The proposed planning study will provide information on the needs of this low/moderate income neighborhood in the heart of the mill area.

Road, sidewalks and curbing throughout the Neighborhood were recently documented as being in very poor condition. Poor drainage is a contributing factor as stormwater can pond in the street, eroding street edges. Absence or deterioration of curbing contributes to erosion problems as water collects along the edges and vehicles carve out ruts in the soft shoulders. Stagnant water lingers causing heaves, cracks, and unsafe conditions for motorists and pedestrians, particularly in the winter freeze/thaw cycle. Deterioration is exacerbated by various as-needed repairs throughout the area. New City Neighborhood was designed with sidewalks making the area very walkable. However, due to age and lack of maintenance, many of the sidewalks are in serious need of repair and may not be of adequate width. Further, many are not in compliance with accessibility (ADA) standards. Curb ramps are missing at most intersections. Existing ramps are heaved, cracked and present a hazard to area residents, particularly seniors, disabled persons and parents with strollers. Crosswalks are worn out or missing at intersections and connectivity with surrounding neighborhoods could be enhanced. The city is aware of the conditions but recognizes surface treatments must be done efficiently and coordinated with water, sewer and drainage improvements. A comprehensive improvement plan will assist the city efficiently directing resources towards the necessary future improvements.

The neighborhood lacks suitable public spaces and amenities for its diverse population. Currently, only a small corner lot park exists containing one antiquated swingset. The City recently installed a ValleyBike Share location on this property and believes the site is a suitable location for a short accessible walking path and upgraded playground equipment. The location of this park is prominently located along Parsons Street. The area also boasts a 1.1 acre City-owned property that was part of a larger parcel associated with the former Parson Street School. It was carved off when the school portion was sold and developed into market rate apartments in 2015. The parcel remains vacant and underutilized but was the subject of a 2015 report entitled "Designing a Public Green Space for the City of Easthampton". The report identified community support for the redevelopment of the site into a combination of seating and recreational areas, walking paths, and a community garden. Through the current project, the City seeks to gather additional public input to identify current community wants and needs. The two parcels were also identified in the City's Green Infrastructure Master Plan as possible sites to incorporate green infrastructure such as rain gardens and bio swales in combination with future upgrades, enhancements, or other projects.

INSERTS – MAP

ATTACHMENT B: SCOPE OF SERVICES

Easthampton: New City Neighborhood Infrastructure Planning Project (NCNIPP)

SCOPE OF WORK

Task 1 Base Plan Development

The development of a base plan will provide a solid basis for evaluation of the existing neighborhood infrastructure as well as provide a basis for planning the improvements to the overall Project Area. The base plan development will include the following:

1.1 Review and compile existing information for the Project Area including utility plans and data, street layout information, available sanitary sewer record drawings and reports, and Assessor's plans and property ownership information. Review plans and information from private gas and electric utilities including any scheduled gas main improvement projects to allow for future coordination of construction work.

1.2 Generate 40-scale mapping of the Project Area from an aerial survey for a minimum extent of 100 feet beyond each roadway centerline. Street trees within the roadway right-of-way shall also be located as part of the aerial or field survey. The control should be completed to ensure the following standards:

- a. Mapping will be at 40-scale with 2-foot contours;
- b. Vertical control will be based on a 1988 USGS datum;
- c. Horizontal control may be based on Massachusetts grid system.

1.3 Detail utility information within the Project Area shall be located by field survey and record drawings provided by the City including drainage and sanitary sewer structures, pipe sizes and inverts, water main components and utility poles.

1.4 Prepare base plans of the Project Area depicting the information gathered in the aerial survey, Ground survey, utility record drawings, and existing field documentation/evidence of ownership. Plans shall show property lines based on street layouts, property plans, record deeds, and monumentation found in the field. Buildings shall be shown and all parcel owners shall be identified on the plans. Project baselines will be defined on the base plans.

1.5 Deliver a hard copy of the base plan at a scale of 1"=40' and an electronic drawing in portable document format. Three hard copies and an electronic file of the base plan information shall be provided to the City for review.

Task 2 Inspection of Project Area

As part of the initial evaluation of the Project Area a walk through inspection will be completed. Approximately 10,000 linear feet of roadway are present within the project area. During all inspection work noted below, the Consultant shall provide traffic control and Police Details (if required). The City will provide five (5) days of manpower to remove and reset existing structure covers in order to inspect sanitary and storm drain structures. The Consultant will be required to provide manpower to remove and reset existing structure covers in order to inspect all sanitary and storm drain structures within the project area for all remaining days beyond the five (5) days provided by the City. The work associated with this task will include the following tasks:

- 2.1 Complete an inspection of sidewalks, crosswalks, wheelchair accessible ramps and other means of pedestrian access throughout the Project Area. During the inspection, collect the following minimum information; length, width, material of construction, slope, cross slope, general condition, and evident walking hazards.

2.2 Complete an inspection and inventory of curbing within the Project Area. The following Information will be collected associated with the curbing; material of construction, general condition, and height of reveal.

2.3 Complete physical inspection of all protective measures both vehicular and pedestrian. The Following information will be collected associated with the protective measures; type, presence of, lack of, compliance, and general condition.

2.4 Complete an inspection of drainage structures, outfalls, swales and problem drainage areas. Items to be noted during the inspections shall include the following; erosion and sedimentation, broken pavement caused by stormwater flows or icing conditions, catch basin and manhole conditions, effectiveness of drainage structure, swale or drainage system, and impact stormwater flows have on private properties.

2.5 Complete visual inspection of each water system hydrant within the Project Area and obtain information of the model number and year installed. During the inspection note the location of water main valves and hydrant valves and note general condition.

2.6 Complete a topside manhole inspection for each of the sanitary sewer manholes and note The structural condition, depth to existing piping, orientation of piping, pipe material, pipe sizes, estimated infiltration, and condition of cover.

2.7 Complete an inspection and assessment of pavement surfaces throughout the Project Area including material of construction and condition of pavement surface.

2.8 The location of each street tree shall be confirmed as provided by the aerial survey as part of this phase. Additionally, complete an inspection and assessment of all Project Area street trees within the City's right-of-way including species, size (diameter at breast height or DBH), condition/grade of each tree by a Massachusetts Certified Arborist (MCA) and identification of potential street tree planting areas.

2.9 Review available utility plans for the former Parson's Street property and inspect visible utilities on the site.

2.10 Prepare a summary of inspections completed and provide five copies to the City for review..

Task 3 Preliminary Meetings

3.1 Following the completion of Tasks 1 and 2, attend one (1) meeting with the City to review conditions in the Project Area and possible improvements. The purpose of this meeting is to identify specific concerns related to icing, roadway conditions, and operation and maintenance of the infrastructure in the Project Area.

3.2 Upon completion of Tasks 1, 2, and 3.1, hold a neighborhood meeting with the City to review the project with residents and collect information of concerns within the Project Area. The base plan and inspection information will be used and presented to the residents for the purpose of discussion and obtaining feedback.

3.3 Following the residents meeting attend one (1) meeting with the City to review the information and the feedback from residents and outline specific goals for the planning of the neighborhood improvements.

Task 4 Drainage System Evaluation

4.1 Complete a schematic layout for a new and/or improved drainage system that shall include new catch basins, manholes, piping systems, culverts and/or low impact design and green infrastructure techniques such as swales as required for a functional drainage system. As part of the schematic layout of the drainage system, outfall locations shall be identified.

4.2 Identify areas of improvement to the existing drainage system as it relates to stormwater treatment.

4.3 Based on the information compiled develop recommendations for improvements to the Drainage system that will comply with the City and MassDEP Stormwater Standards.

Task 5 Water System Evaluation

5.1 Perform fire flow tests and pressure tests in collaboration with the Easthampton Water Department for use in evaluating water system.

5.2 Estimate pipe interior roughness coefficients and flow efficiency and evaluate available flow rates pertinent to fire flow requirements.

5.3 Using information developed, derive improvement recommendations. The improvements to the water system will verify the means for compliance with the MassDEP water system pressure and flow requirements and the Insurance Safety Office (ISO) requirements for fire flows.

5.4 Identify need for additional gate valves and hydrants based on City needs and applicable regulations.

Task 6 Sanitary Sewer System Evaluations

6.1 Review available reports provided by the City to identify areas with sanitary sewer manhole and pipe defects within the Project Area.

6.2 Provide up to five (5) days of video inspection, two (2) days of smoke testing for the New City Neighborhood Project Area.

6.3 Prepare a detailed report of the findings from the visual inspections, video inspections, smoke tests and review of existing reports indicating location, type and severity of each defect along with recommendations for improvement.

Task 7 Preparation of the Master Plan

7.1 Following completion of Tasks 1 through 6, an Infrastructure Plan will be developed that will summarize the work completed and provide recommendations for system-wide and

localized improvements to the Project Area. The Plan will address the condition of the existing infrastructure, street trees, pedestrian accessibility, major priorities for the neighborhood, and how the improvements should be implemented to best meet the needs of the City and the residents within the neighborhood. The Plan will evaluate existing infrastructure and provide recommendations for utility planning for future re-use of the Parson's Street School parcel as a neighborhood park. The Plan will include a summary of inspection and evaluation work completed and the existing conditions report, maps of the existing trees conditions, infrastructure with noted areas of concern, alternative plans considered and rationale for selection of recommended plan, recommended plan for improvements, tree removal and new planting area recommendations and a block-by-block cost estimate for implementing the recommended plan along with a construction phasing plan. The plan shall include at least five (5) specific priority projects recommended for future design and construction, including conceptual design plans.

7.2 Prepare and submit five (5) draft copies of the Plan to the City for review and comment.

7.3 Present the draft Plan to the City and residents at a neighborhood/community meeting.

7.4 Collect comments from the meetings and attend a meeting with the City staff to review comments and obtain direction on preparation of final Plan. Prepare and submit five (5) copies of the final Plan in hard copy and electronic document format.

7.5 Conduct final Plan presentation (third meeting) to the Mayor and City Council.

ATTACHMENT C: COMPLIANCE CERTIFICATION

Easthampton: New City Neighborhood Infrastructure Planning Project (NCNIPP)

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.

Non Discrimination and Affirmative Action

The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S98 et.seq., or any amendments to these provisions. Pursuant to Executive Orders 227 and 246, the Contractor is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The PVPC shall not be liable for any costs associated with the consultant's defense of claims of discrimination.

Public Contracts Debarment

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, United States Federal Government, and/or the City of Easthampton. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. The Contractor shall provide immediate written notification to the municipality and PVPC at any time during the period of the contract of prior or prior to the contract award if the Contractor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the municipalities, the contract will be cancelled and the award revoked.

Qualifications

The Contractor represents that it is qualified to perform the services required under this contract and possesses or shall obtain all requisite licenses and permits.

Tax Compliance Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Employment Security Contributions and Compulsory Workers' Compensation Insurance

Pursuant to MGL C.151A, S.19 and MGL C.152, the Contractor certifies with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws relating to required worker's compensation insurance policies.

_____ (Signature) _____ (Name of Business)

_____ (Date)

ATTACHMENT H: LEGAL ADVERTISEMENT

Easthampton: New City Neighborhood Infrastructure Planning Project (NCNIPP)

The City of Easthampton has been awarded funds from the FY 2020 Massachusetts Department of Housing and Community Development Block Grant Program. Easthampton wishes to receive proposals from professional engineering firms who will facilitate the proposed NCNIPP under the direction of the Pioneer Valley Planning Commission (PVPC) and the Easthampton Planning Department, who will report to the Easthampton Mayor. The consultant will ultimately be responsible for inspecting the area, conducting necessary survey work, hold public meetings, evaluate all basic infrastructure systems (streets, sidewalks, drainage, water, and sewer), develop base plans and prepare a Master Plan for proposed infrastructure improvements.

A more detailed Request for Qualifications (RFQ) is available at the Pioneer Valley Planning Commission, 60 Congress Street, Springfield, MA 01104, (413) 781-6045, from 9 AM to 5 PM. To request an electronic copy of the RFQ, please email both Sue Ortiz (sortiz@pvpc.org) and Ted Harvey (tharvey@pvpc.org). The RFQ will be available from the time of this notice until the due date specified below in digital format. The City of Easthampton reserves the right to reject any and all proposals if it is deemed in the best interests of the City to do so. Easthampton's Chief Procurement Officer and the Mayor will be the awarding and contracting authority.

Completed proposals are to be submitted no later than 3:00 PM, July 21, 2021 at the Pioneer Valley Planning Commission, 60 Congress Street – 1st Floor, Springfield, MA 01104-3419.

ATTACHMENT I: Sample Contract

**AGREEMENT
BY AND BETWEEN**

**City of Easthampton
and
XXXXXXXXXXXXX**

New City Neighborhood Infrastructure Planning Project (NCNIPP)

THIS AGREEMENT is effective as of the ___ day of ___ 2021 by and between the City of Easthampton, Massachusetts (hereinafter referred to as the "City") and XXXXXXXX (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the City has entered into an agreement with the Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD" hereinafter), Massachusetts Community Development Block Grant Program ("Massachusetts CDBG" hereinafter), to undertake a FY20 Community Development Fund Program ("Program" hereinafter), pursuant to the Housing and Community Development Act of 1974 ("Act" hereinafter), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation of the New City Neighborhood Infrastructure Planning Project (NCNIPP) are sought, and

WHEREAS, the Consultant submitted the most advantageous response for said professional services to the City;

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

1. **ENGAGEMENT OF CONSULTANT:** The City hereby engages the Consultant to perform the services set forth herein and the Consultant hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The Consultant shall perform the necessary services as described in the approved proposal to the City of Easthampton, which is attached hereto and incorporated by reference herein as Attachment A to this agreement.
3. **RESPONSIBILITY OF THE CITY:** The City shall assume responsibility for assisting the Consultant insofar as possible for the purposes of efficiency and furnishing the Consultant with information needed to satisfactorily complete the services.
 - 3.1 The City shall designate a project representative authorized to work with the Consultant with respect to the project. The City's representative is NAME, Telephone # _____.
4. **SUBCONTRACTS:** No subcontracts may be awarded by the Consultant, the purpose of which is to fulfill in whole or in part the services required of the Consultant, other than those noted below, without prior written approval of the City.

The Consultant shall use its best efforts to ensure that it will not knowingly use funds under this contract to purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during

Contract performance, the Consultant shall alert the City as soon as possible and shall provide information on any measures taken to prevent recurrence.

5. TIME OF PERFORMANCE: The services of the Consultant are to commence on or about DATE and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by DATE, unless otherwise agreed to by the City, Consultant and DHCD.

7. PAYMENTS & COMPENSATION: The City will pay the Consultant a fee in an amount not to exceed One Hundred Seventy-Five Thousand Dollars and No Cents (\$175,000.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the City and according to the Method and Schedule of Compensation, found as Attachment B. Payment from the City to the Consultant shall be made within thirty (30) days of receipt of an invoice.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The Consultant shall maintain in accordance with 2 CFR Part 200.333, and any Massachusetts CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders, that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income. The Consultant shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.2 ACCESS TO RECORDS: The Consultant shall make all books, accounts, records, reports, files, and other papers, things or properties that relate to its activities under this Agreement available at all reasonable times for inspection, review and audit by the City, DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development ("HUD" hereinafter), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth. The Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the Consultant which pertain to the performance of the provisions and requirements of this Agreement, as provided for by Executive Order 195.

8.3 TERMINATION OR SUSPENSION OF GRANT AGREEMENTS: The City may terminate the contract, for cause, upon fifteen (15) days written notice to the Consultant. In case of termination, all finished and unfinished documents and records of the Consultant relating to the Program shall become the property of the City. This section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

8.3.1. In the event of termination, the Consultant will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachment B.

8.3.2. The Consultant may suspend or terminate this Contract by providing the City with fifteen (15) days written notice for the following reasons:

- a). Failure by the City to pay the fee in accordance with Article 7.
- b). A reasonable determination by the Consultant that the satisfactory completion of one or more of the agreed upon activities is rendered improbable, infeasible, impossible or illegal, without fault of the Consultant, provided however that the Consultant shall first have
 - (i). advised the City of the reasons for the determination, and
 - (ii). developed and proposed such solutions as appear feasible, and
 - (iii). sought to negotiate an amendment of the Agreement with the City and such efforts have not satisfactorily removed the impediment to completion.

8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing and executed by the parties to this Agreement, and receives approval from DHCD prior to its effective date.

8.5 NON-DISCRIMINATION: The Consultant shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88 352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90 284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. The CONSULTANT shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law.

8.6 PROCUREMENT STANDARDS: The Consultant shall adhere to the requirements set forth in the Massachusetts CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including but not limited to: Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient takes affirmative steps to award a fair share of contracts taken to assure that

small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The Consultant shall maintain records sufficient to detail the process for procurement.

- 8.7 EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339) as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the Consultant shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.
- 8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the Consultant shall adhere to the provisions of State Executive Orders 215 and 526.
- 8.10 LABOR STANDARDS: Where applicable, the Consultant shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 Sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the Consultant shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq) and the Copeland Anti-Kickback Act.
- 8.11 CONFLICT OF INTEREST: The Consultant shall adhere to the mandates of the Massachusetts Conflict of Interest Statute M.G.L., C. 268A, the federal Conflict of Interest provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C., ss 1501 et seq.
- 8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the Consultant should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Consultant shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.
- 8.13 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: ALL activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the City’s Grant Agreement with DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The Consultant shall comply with the provisions of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

9. AVAILABILITY OF FUNDS: The compensation provided for by this agreement is subject to the continued availability of funds for Massachusetts CDBG, and to the continued eligibility of the Commonwealth and the City to receive such funds.
10. INDEMNIFICATION: The Consultant shall indemnify, defend, and hold the City harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the Consultant's breach of this Agreement or the negligence or misconduct of the Consultant, or the agents or employees.
11. LICENSES: The Consultant shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state, or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.
12. CONFIDENTIALITY: The Consultant will protect the privacy of, and respect the confidentiality of information provided by, program participants, the City, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

The Consultant certifies that the Consultant has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Agreement, that the Consultant shall communicate these provisions to and enforce them against its subcontractors, and that the Consultant shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Consultant is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The Consultant understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the Consultant acts as a holder of personal data and the Consultant certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A. The City and the Consultant shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause DHCD, the City, or the Consultant to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

13. COPYRIGHT: No Material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Massachusetts CDBG.
14. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the City or the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Consultant will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
15. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: If the amount of the contract or subgrant exceeds \$150,000, the

Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

16. ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201): Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
17. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The City is not currently debarred or suspended by the federal or state government under any law or regulation. The Consultant certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.
18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the City and the Consultant, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The Consultant shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.
19. CLOSEOUT: The Consultant shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Massachusetts CDBG.
20. CERTIFICATE OF TAX COMPLIANCE: The following Certificate of Tax Compliance must be completed and submitted as part of this Agreement. Note, this language is provided in Attachment C: Compliance Certifications.

Certificate of Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor: By: _____
(signature of authorized representative & title) (date)

21. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
- 22.. ATTACHMENTS: The following documents are attached shall be deemed to be an integral part of this Agreement.

- * Attachment A: Scope of Services
- * Attachment B: Budget
- * Attachment C: Compliance Certifications
- * Attachment D: Appendix A to Part 93 - Certification Regarding Lobbying

IN WITNESS THEREOF, the CITY and the CONSULTANT have executed this AGREEMENT as of the date above so noted.

The City of Easthampton

CONSULTANT

By: _____
Nicole LaChapelle, Mayor

By: _____
NAME
TITLE

Date: _____

Date: _____

By: _____
Hetal Patel, City Auditor
Approval as to the availability of funds per MGL ch. 44, Sec. 31C