

## **Request for Proposals**

# **Engineering Services**

### **Construction Administration & Resident Inspector Services Lower Ashfield Street Improvements**

by the

## **Town of Buckland**

Heather Butler  
Town Administrator  
Town of Buckland  
17 State Street  
Shelburne Falls, Massachusetts 01370  
Phone: 413.6255.6330 x 5

*This project funded by Community Development Fund from the Massachusetts Department of Housing and Community Development through a grant from the U.S. Department of Housing and Urban Development and the Shelburne Falls Fire District.*

**TOWN OF BUCKLAND**  
**REQUEST FOR PROPOSALS**  
**Construction Administration & Resident Inspector Services**  
**Lower Ashfield Street Improvements**

**A. Project Overview**

1. The Town of Buckland wishes to receive proposals for engineering services for the oversight of the Lower Ashfield Street Improvements Projects to occur in spring 2021 in downtown Buckland. The project will improve outdated and inefficient infrastructure in the project area, which is composed of 450 LF of Ashfield Street, from north of the railroad crossing at Green Street to Clement Street. The Town of Buckland anticipates receipt of CDBG funding for these engineering services as well as the cost of construction.

Final plans and specification have been prepared by GCG Associates, Inc., incorporating the following infrastructure improvements on Lower Ashfield Street:

- Replace 450 LF of asphalt pavement
- Replace/reset 625 LF of existing granite curb and install 25 LF of new granite curb
- Replace 440 LF of cement sidewalks, driveway aprons and ADA ramps
- Install 600 LF of new 12" ductile iron water main which will connect to existing 12" mains on Upper Ashfield Street and Conway Street.
- Replace all water services to the property line
- Install one new fire hydrant
- Replace 30 LF of vitrified clay sewer pipe with 12" PVC pipe and 1 brick sewer manhole with a pre-cast manhole

The engineering services and resident inspector services sought through this RFP for construction administration and resident inspector services include contracting, construction administration, resident inspector services during active construction and project closeout. These services are budgeted not to exceed \$69,000.

Background information on the projects and a detailed scope of services can be found in Attachments A and B. All terms and conditions governing state programs as well as the Massachusetts Department of Housing and Community Development CDBG Program shall apply (see Attachment I).

2. A proposal must remain valid until the award date of the contract for services herein sought.
3. The Town of Buckland may cancel this RFP, in whole or in part, at any time whenever such an act is deemed in its best interest.
4. The Town of Buckland will not be responsible for any costs incurred by a proposer in preparing and submitting a proposal in response to this RFP.
5. The project outlined will be funded through Massachusetts Department of Housing and Community Development Block Grant program.
6. Any questions pertaining to the project scope or technical requirements of this RFP should be directed to Heather Butler, Town Administrator at [twadmin@town.buckland.ma.us](mailto:twadmin@town.buckland.ma.us),

**B. Scope of Services**

A detailed scope of services is provided in Attachment B.

**C. Proposal - Submission Procedures**

1. The submission and review of such proposals will substantially conform to Chapter 30B of the Massachusetts General Laws. The submission and review of such proposals must comply with 2 CFR Part 200 and any other applicable DHCD policies, Department of Housing and Urban Development (HUD) policies, and state and federal regulations. Copies of all applicable laws, policies, and regulations are available for review at the offices of the Town of Buckland. Acceptance of any proposal to provide such services is subject to the continued availability of funds.
2. Proposals for this RFP must be submitted electronically. The pricing proposal must be submitted separately as a separate email document attachment from the response to the RFP specifications. The bidder's transmittal email must clearly indicate the name of proposing entity and the attachment file names should clearly designate which is either the pricing or non-pricing information for the Engineering Services Proposal. Submit the pricing and the non-pricing submissions to:

[twnadmin@town.buckland.ma.us](mailto:twnadmin@town.buckland.ma.us)

**Heather Butler, Town Administrator  
Town of Buckland**

3. Proposals must be received via email no later than 2:00 P.M. on Wednesday, February 17, 2021. Proposals may be changed or withdrawn prior to but not subsequent to this date, by submission of such change in writing in an email to [twnadmin@town.buckland.ma.us](mailto:twnadmin@town.buckland.ma.us), identifying the submitting party and indicating that it contains a correction of the pricing or non-pricing proposal for Engineering Services.
4. The contents of proposals will be kept confidential until the evaluation process is completed. However, at the time the non-price proposals are opened, a register of proposals, including the name of each proposer and the number of proposal modifications submitted by each proposer, will be made available to the public.

**D. Modifications to Proposals**

1. Modifications to proposals may be submitted prior to the date and time specified for receipt of proposals to [twnadmin@town.buckland.ma.us](mailto:twnadmin@town.buckland.ma.us).
2. The emailed modification must include a transmittal letter signed by an authorized official of the firm.
3. Modification emails subject lines must include "Engineering Services - Modification No. " and indicate whether the attached modification refers to the pricing or non-pricing information.

**E. Submission Requirements**

1. Each proposal submitted must contain the following:

- a) Table of Contents.
- b) **Plan of Services.** The town 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 Town of Buckland from a technical and management viewpoint. This includes but is not limited to project timeline, program funding familiarity, cost containment, document creation, and any other services required in this RFP. 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 town will evaluate who is providing the services, what are their qualifications and experience, how will they go about getting the services accomplished, the success of other similar projects and what will be the cost for these services.

- 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.
- d) A brief description of five (5) similar projects completed within the past seven (7) years by those who will be assigned to this project.
- A brief description should be approximately a 1 – 2 page summary of the project including photographs.
  - Similar: All horizontal-type infrastructure projects (design and construction) 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 neighborhood/residential or mixed use based municipal projects.
    3. Involved with CDBG and/or MassDOT Complete Streets funding.
    4. Involved at least four of these construction elements: street and sidewalk rehabilitation, water main replacement, sanitary sewer replacement, drainage improvements and curb/curb ramp installation.
    5. The project was completed at a value between \$200,000 and \$1,000,000.
  - Completed shall mean a project that was designed and constructed within the past seven (7) years (Dec. 2013).

- e) A list of five (5) references who served as the primary contact person (name, title, and phone number) corresponding to the description of the five (5) similar projects sought.
- f) A section with narrative responses to the Comparative Evaluation Criteria (See Section G). Proposal evaluators will also verify information from other sections of the proposal.
- g) Certificates of Non-Collusion, Compliance and Debarment (Attachments D, E, and F) and Corporate Vote Authorization, if applicable (Attachment G).
- h) Price Proposal Submission Form (Attachment C).
- i) Price proposals should indicate a fixed fee for tasks 1-4.
- j) If any part of the scope of services under this RFP 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 Town reserves the right to approve or disapprove any and all such subcontractors and to revoke any approval previously given.

**F. Minimum Quality Requirements**

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

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 Town and local water district from any and all claims and damages of whatever nature arising from the services provided).
3. Completion of five horizontal engineering/construction projects within the past seven (7) years.
4. The primary project manager must have at least ten (10) years of directly related experience.

**Supplemental Selection Criteria**

The town selection committee, in evaluating proposals that have met the minimum threshold requirements, will use the following criteria. This is not intended to be a comprehensive list, nor is the arrangement of the criteria meant to imply order of importance in the selection process.

1. Similar Project Experience: The consultant's prior similar work experience. The work that best illustrated the consultant's current qualifications and ability, including descriptions of prior experience

similar to the services envisioned in the RFP. The proposal will be evaluated on the basis of project experience that is of a similar nature, for clients that are similar in size, location, and type.

2. Technical Expertise. The proposal will be evaluated on the respondent's demonstrated technical suitability for performing the project services.
3. Past Performances: The consultant's past performances on similar public and private projects, including past performance on all projects for the Town.
4. Qualifications: The identity and qualifications of key personnel, team members and sub consultants available to work on this project, including their expected project assignments and the extent of their participation.
5. Capacity: The consultant's capacity to apply and commit itself successfully to the project tasks and to complete required services, its staffing plan for this project, scheduling, and coordination with ongoing operations of the Town.
6. Key Personnel: The quality (i.e., appropriateness, capability and experience) of key personnel and continuity of the project teams, key personnel and sub consultants.
7. Compliance with RFP Instructions: The proposals will be evaluated for general compliance with instructions issued in the RFP. Noncompliance with significant instructions may be grounds for proposal disqualification.

**G. Comparative Evaluation Criteria**

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

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

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

<b>Highly Advantageous</b>	More than 15 years experience
<b>Advantageous</b>	11-15 years experience
<b>Not Advantageous</b>	5 -10 years experience
<b>Unacceptable</b>	Less than 5 years experience

- b. Project Manager assigned to the project

<b>Highly Advantageous</b>	More than 15 years experience
<b>Advantageous</b>	11-15 years experience
<b>Not Advantageous</b>	5 -10 years experience
<b>Unacceptable</b>	Less than 5 years experience

2. Similarity of the five projects completed within the past seven (7) years by the assigned engineer and project manager to this project (Similarity based on criteria established in s. **E.1.d.**)

a. Project 1

<b>Highly Advantageous</b>	All five (5) criteria met
<b>Advantageous</b>	Three (3) – Four (4) criteria met
<b>Not Advantageous</b>	One (1) or Two (2) criteria met
<b>Unacceptable</b>	None of the stated criteria has been met

b. Project 2

<b>Highly Advantageous</b>	All five (5) criteria met
<b>Advantageous</b>	Three (3) – Four (4) criteria met
<b>Not Advantageous</b>	One (1) or Two (2) criteria met
<b>Unacceptable</b>	None of the stated criteria has been met

c. Project 3

<b>Highly Advantageous</b>	All five (5) criteria met
<b>Advantageous</b>	Three (3) – Four (4) criteria met
<b>Not Advantageous</b>	One (1) or Two (2) criteria met
<b>Unacceptable</b>	None of the stated criteria has been met

d. Project 4

<b>Highly Advantageous</b>	All five (5) criteria met
<b>Advantageous</b>	Three (3) – Four (4) criteria met
<b>Not Advantageous</b>	One (1) or Two (2) criteria met
<b>Unacceptable</b>	None of the stated criteria has been met

e. Project 5

<b>Highly Advantageous</b>	All five (5) criteria met
<b>Advantageous</b>	Three (3) – Four (4) criteria met
<b>Not Advantageous</b>	One (1) or Two (2) criteria met
<b>Unacceptable</b>	None of the stated criteria has been met

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

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

4. Number of years firm has been in business

<b>Highly Advantageous</b>	More than 15 years
<b>Advantageous</b>	11-15 years
<b>Not Advantageous</b>	5 -10 years experience
<b>Unacceptable</b>	Less than 5 years experience

## **H. Rule for Award**

The award will be made according to the following guidelines:

- a. Price and non-price proposals will be separated.
- b. The non-price proposals will be opened at the time specified in this RFP in the presence of one or more witnesses. Each proposal will be examined to determine whether it meets all submission and quality requirements specified in this RFP. Any proposal that fails to comply with these requirements will be considered non-responsive and eliminated from the competition.
- c. The remaining non-price proposals will then be evaluated. 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.
- d. After the non-price proposals have been evaluated and ranked, price proposals will be opened. Price proposal comparisons will be based on the total fee proposal submitted inclusive of Tasks 1 through 10 in the Scope of Services (Attachment B). The best price shall be the lowest total price for all tasks.
- e. Finally, the most advantageous proposal will be selected by weighing both qualifications and price. The Town of Buckland will consider price and the following factors:
  - i. whether or not the submission procedures and requirements as set forth in this RFP have been met;
  - ii. whether or not the quality requirements as set forth in this RFP are met;
  - iii. whether or not the firm's references are satisfactory;
  - iv. whether or not the firm has demonstrated the ability to serve the Town of Buckland well from a technical and management viewpoint;
  - v. the merits of the proposed plan of services; and
  - vi. the comparative evaluation ratings.

As previously noted, the Town of Buckland reserves the right to reject any proposal which, in its judgment, fails to meet the requirements of this RFP 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 Town of Buckland to do so.

The Town of Buckland 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 Town of Buckland. The Town of Buckland reserves the right to award the contract up to forty-five (45) days after the proposal due date. The Town also reserves the right to award a contract based upon written proposals received without prior discussions or negotiations.

The Buckland Select Board will be the awarding and contracting authority.



**ATTACHMENT A:**  
**BACKGROUND INFORMATION & DESIRED IMPROVEMENTS**

**TOWN OF BUCKLAND**  
**REQUEST FOR PROPOSALS**  
**Construction Administration & Resident Inspector Services**  
**Lower Ashfield Street Improvements**

**Background Information** Buckland Downtown (also known as the Buckland side of the Village of Shelburne Falls) is located on the west bank of the Deerfield River. A small retail/commercial/manufacturing area is located near the River. Residential streets crisscross the steep hills rising from the river. Many of the residential properties are multi-family and were constructed for worker housing from approximately 1850 to 1900.

Downtown Buckland streets are served by publicly owned water, sewer and drainage systems. The water facilities were installed around 1920 and a number of cast iron, undersized mains and lead house connections remain. Sewer facilities are of the same era and many streets are still served by clay pipes. Storm water infiltration from cracks and insufficient drainage are concerns. The existing drainage system, coupled with an absence of efficient curbing, is insufficient to capture storm water, resulting in erosion and property flooding. Structures servicing the water, sewer, and drainage systems are in poor condition.

Many of the sidewalks are deteriorated with breaks, heaving sections and incursion of street trees. They do not meet ADA requirements for width or intersection transitions. The street surfaces are worn, potholed and patched from numerous underground utility repairs. Substandard fill was used during original construction, resulting in further settling.

The Buckland Highway Department is responsible for the maintenance of the roadway, sidewalks and drainage. The water system is maintained by the Shelburne Falls Fire District and the sewer system by the Shelburne Falls Wastewater Facility.

The Town of Buckland has totally reconstructed sections of eight residential streets (School, Conway, Franklin, North, Sears, Green, William and Prospect) since 2006, using a combination of CDBG, Town appropriations and Chapter 90 funds. Some of the longer streets have required that the construction be split into multi-year phases because of the funding limitations.

Lower Ashfield Street Project: Lower Ashfield Street, from its Green Street intersection to its northeast terminus with Conway Street, is approximately 450 LF. It is mixed use, with several residential properties as well as a commercial complex composed of a high-end crafts gallery (Salmon Falls Gallery), restaurant (Blue Moon), several offices and public parking lot. The roadway and sidewalks are used as vehicular, pedestrian and bicycle routes by Downtown Buckland residents as well as tourists.

GCG Associates, Inc., prepared final plans and specifications for improvements to Lower Ashfield Street, which were submitted to the FY20 Massachusetts CDBG Program for funding. The construction project scope includes:

- Replace 450 LF of asphalt pavement
- Replace/reset 625 LF of existing granite curb and install 25 LF of new granite curb
- Replace 440 LF of cement sidewalks, driveway aprons and ADA ramps
- Install 600 LF of new 12" ductile iron water main which will connect to existing 12" mains on Upper Ashfield Street and Conway Street through a connection under Pan Am railway tracks. The railroad

connection has been permitted by the Pan Am Railroad.

- Replace all water services to the property line
- Install one new fire hydrant
- Replace 30 LF of vitrified clay sewer pipe with 12" PVC pipe and 1 brick sewer manhole with a pre-cast manhole.

## **ATTACHMENT B: SCOPE OF SERVICES**

### **TOWN OF BUCKLAND**

#### **REQUEST FOR PROPOSALS**

##### **Construction Administration & Resident Inspector Services**

###### **Lower Ashfield Street Improvements**

The Town of Buckland anticipates receiving FY20 CDBG funding for improvements to **Lower Ashfield Street**, a 450-LF section of this mixed-use street, from north of the railroad crossing at Green Street to Clement Street. Lower Ashfield Street has inadequate sewer and water systems and deteriorated sidewalks, curbs and roadway. Final plans, specifications and bidding have already been completed for this project. Construction administration (contracting, construction oversight and closeout) and resident inspector services are sought for the construction phase of this project.

The following is an outline of tasks for construction administration services for the Lower Ashfield Street project:

- Task 1: Contracting Services** – Prepare Notice of Award to contractor. Upon acceptance, draft contract documents, review contractor submissions and bonds, and forward final contract documents to Town for execution. Bidding is planned for February 2021, with construction to begin in spring 2021 and completion of final paving in November 2021.
- Task 2: Construction Administrative Services** – Schedule and attend preconstruction conference, and provide shop drawing review, engineering modifications, pay estimate approval, change order preparation, progress reports, etc. (The project manager should be available for project meetings during critical phases of the construction project. This may include weekly meetings over the construction period.)
- Task 3: Construction Engineering Services** - Perform on-site construction observation (approximately 65% coverage) including daily logs, quantity determinations, coordination between pertinent project entities. Conduct onsite employee interviews.
- Task 4: Construction Close-out Services** - Prepare final punch list, as-built record plans based on construction records, a Certificate of Substantial Completion, and a Certificate of Completion.

**ATTACHMENT C:**  
**PRICE PROPOSAL SUBMISSION FORM**  
**TOWN OF BUCKLAND**  
**REQUEST FOR PROPOSALS**  
**Construction Administration & Resident Inspector Services**  
**Lower Ashfield Street Improvements**

**Name of Firm:** \_\_\_\_\_

**Street:**\_\_\_\_\_

**City/Town:**\_\_\_\_\_ **State:**\_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**Refer to Attachment A of RFP for Task Descriptions**

**Prices should be inclusive of all costs, including plan copies, contract documents, travel and postage.**

<b>Lower Ashfield Street Improvements – Construction Administration &amp; Resident Inspector Services</b>	
<b>TASK</b>	<b>PRICE</b>
1	
2	
3	
4	
<b>TOTAL</b>	

**SUBMITTED BY:**

**Name/Title:**\_\_\_\_\_ **Signature:**\_\_\_\_\_ **Date:** \_\_\_\_\_

**THIS FORM MUST BE EMAILED TO THE TOWN AS A SEPARATE FILE ATTACHMENT FROM THE RFP NON-PRICE PROPOSAL.**

**ATTACHMENT D:**  
**CERTIFICATE OF NON-COLLUSION**

**TOWN OF BUCKLAND**  
**REQUEST FOR PROPOSALS**  
**Construction Administration & Resident Inspector Services**  
**Lower Ashfield Street Improvements**

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, union, committee, club, or other organization, entity, or group of individuals.

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

\_\_\_\_\_  
(Name of Person Signing Proposal)

\_\_\_\_\_  
(Name Of Business)

\_\_\_\_\_  
(Date)

**ATTACHMENT E:**  
**COMPLIANCE CERTIFICATIONS**  
**TOWN OF BUCKLAND**  
**REQUEST FOR PROPOSALS**  
**Construction Administration & Resident Inspector Services**  
**Lower Ashfield Street Improvements**

**Qualifications:** The Consultant 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 Consultant 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 Person Signing Proposal)

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(Date)

**ATTACHMENT F:**  
**DEBARMENT CERTIFICATION**  
**TOWN OF BUCKLAND**  
**REQUEST FOR PROPOSALS**  
**Construction Administration & Resident Inspector Services**  
**Lower Ashfield Street Improvements**

**Public Contracts - Debarment**  
Chapter 550, Acts of 1991 and HUD

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from public contracts in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder. The undersigned also certifies under penalties of perjury that the said undersigned is not presently debarred from public contracts by HUD under 2 CFR parts 180 and 2424.

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

\_\_\_\_\_  
(Name of Person Signing Proposal)

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(Date)

**ATTACHMENT G:**  
**Corporate Vote Authorizing Submission of Bid**  
**TOWN OF BUCKLAND**  
**REQUEST FOR PROPOSALS**  
**Construction Administration & Resident Inspector Services**  
**Lower Ashfield Street Improvements**

*SUBMIT THIS FORM OR A SIMILAR FORM WITH YOUR PROPOSAL IF A CORPORATION*

I, \_\_\_\_\_ hereby certify that I am the duly qualified and acting Secretary of \_\_\_\_\_ and further certify that a meeting of the Directors of said company, duly called and held on \_\_\_\_\_, **20**\_\_\_\_, **at which all members were present and voting, the following vote was unanimously passed:**

VOTED: To authorize and empower \_\_\_\_\_

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

I further certify that the above vote is still in effect and has not changed or modified in any respect.

A true copy

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

Place of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I am the Clerk of \_\_\_\_\_ **and that**  
\_\_\_\_\_ **is the elected** \_\_\_\_\_ **of said**  
**company, and** that the above vote has not been amended or rescinded and remain in full force and as of this date.

Clerk of \_\_\_\_\_ *(name of the company)*

Corporate Seal



**ATTACHMENT H:**  
**ADVERTISEMENT: REQUEST FOR PROPOSALS**  
**TOWN OF BUCKLAND**  
**REQUEST FOR PROPOSALS**  
**Construction Administration & Resident Inspector Services**

The Town of Buckland seeks proposals for construction administration and resident inspector services for Lower Ashfield Street, which will be repaired in 2021 using CDBG funding. Final plans, specifications and bidding completed by GCG Associates, Inc. A total of up to \$69,000 has been budgeted for these services.

A copy of the RFP may be obtained by contacting Heather Butler, Buckland Town Administrator at [townadmin@town.buckland.ma.us](mailto:townadmin@town.buckland.ma.us), (413) 625-6330) x5. All questions should be directed to Heather Butler. The Town of Buckland reserves the right to reject any and all proposals if it is deemed in the best interests of the Town to do so and to waive minor technicalities. The Buckland Board of Selectmen will be the awarding and contracting authority.

Completed proposals are to be submitted electronically no later than **2:00 PM, Wednesday, February 17, 2021** to [townadmin@town.buckland.ma.us](mailto:townadmin@town.buckland.ma.us).

The Town encourages Women and Minority-owned businesses to submit proposals.

**ATTACHMENT I:**

**MODEL**

**CONTRACT**

**TOWN OF BUCKLAND  
CONTRACT for SERVICES**

THIS AGREEMENT, was made as of the \_\_\_\_\_ day of February, 2021 by and between the Town of Buckland, Massachusetts (hereinafter referred to as the MUNICIPALITY) and \_\_\_\_\_ (hereinafter referred to as the CONSULTANT.)

WHEREAS, the MUNICIPALITY of Buckland, 17 State Street, Shelburne Falls, MA 01370, has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter referred to as "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter Mass. "CDBG") CDFA #14-228, to undertake the following project: Lower Ashfield Street Improvements, pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY20 Grant Program objectives,

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

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY 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 MUNICIPALITY of BUCKLAND, which is incorporated by reference herein as Attachment A.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
- 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Heather Butler, Town Administrator, (413) 625-6330 ext 5.
4. **REPORTING:** The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG

Quarterly Reports      Quarter Ending      Due Date

No. 1	March 31, 2021	April 5, 2021
No. 2	June 20, 2021	July 5, 2021
No. 3	September 30, 2021	October 5, 2021
No. 4	December 31, 2021	January 5, 2022

5. **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, without prior written approval of the MUNICIPALITY and DHCD.
6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are to commence on or about March 1, 2021, and shall be undertaken and completed in sequence as to assure their expeditious completion, but no later than January, 2022. Any written extension of time may be granted by the Town.
7. **COMPENSATION:** The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), based on invoices submitted in a form approved by the Municipality and according to the "Method and Schedule of Compensation," as found as Attachment B.
8. **GENERAL PROVISIONS:**
  - 8.1 **RETENTION OF RECORDS:** The CONSULTANT shall maintain in accordance with Part 200.333, and any Mass. 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 will make all books, accounts, data, records, reports, files and other papers, things or property, that relate to its activities under this Agreement available at all reasonable times for inspection, review and audit by Buckland or its authorized representative, including by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), 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 reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the 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 revisions and requirements of this Agreements, as provided by Executive Order 195.
  - 8.3 **TERMINATION:** The MUNICIPALITY may terminate the contract without cause upon fifteen (15) days written notice via the post office as return receipt requested to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT related to the Program shall become the property of the

## MUNICIPALITY.

- 8.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of the receipt by the CONSULTANT of the termination, according to the “Method and Schedule of Compensation,” Attachments B.
- 8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing and executed by the signatories hereto, 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 Vietnam Era Act (for project 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; Act Relative to Gender Identity (Chapter 199 of the Acts of 2011); and 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 Mass. 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 Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; Chapter 30B and Chapter 193 of the Acts of 2004. 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, minority-owned, and women-owned 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 FR 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 227.
- 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 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 provisions of Massachusetts Conflict of Interest Statute, M.G.L. c.268A, and 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 **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 MUNICIPALITY’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 amended from time to time,. The consultant shall comply with 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 by this Agreement is subject to the continued availability of federal funds for the Mass. CDBG Program, and to the continued

eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.

10. **INDEMINIFICATION:** The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY 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 caused by the CONSULTANT, or the agents or employees.
11. **INSURANCE:** The CONSULTANT shall at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Professional Liability Insurance, including contractual liability coverage for the provisions of the Indemnification Section. All insurance shall be by insurers and for policy limits acceptable to MUNICIPALITY, and before commencement of work here under the CONSULTANT agrees to provide the MUNICIPALITY with certificates of insurance or other evidence satisfactory to the MUNICIPALITY to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the Contract, the CONSULTANT shall carry the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation Employers' Liability	\$1,000,000
General Liability	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 each occurrence

The MUNICIPALITY shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

12. **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.
13. **CONFIDENTIALITY:** The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66 section 10, regarding access to public to public records, M.G.L. c.93H, Security Breaches; Executive Order No. 504, Regarding the Security and Confidentiality of Personal Information, 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.
14. **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 Mass. CDBG.

15. **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 MUNICIPALITY 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.
16. **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.
17. **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).
18. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract (see 2 CFR 180.220) must not be made with parties listed on the governmentwide 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 MUNICIPALITY 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.
19. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors, including both the MUNICIPALITY 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.
20. **CLOSEOUT:** The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass. CDBG.

21. **CERTIFICATIONS:** The following Certificate of Tax Compliance, Certificate of Non-Collusion, Certification of Drug-Free Workplace, and EO 481 must be completed and submitted as part of this Agreement.
22. **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.
23. Incorporated in this contract is the Grant Application for this project that details the administrative responsibilities of the consultant and the Town.
24. **GOVERNING LAW.** This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.
25. **DISPUTE RESOLUTION.** All disputes arising under this Agreement shall be resolved through Arbitration subject to the following:
  - a. In the event the CONSULTANT intends to bring a claim under this Agreement, the CONSULTANT shall notify the MUNICIPALITY in writing of its intent to Arbitrate. The MUNICIPALITY may, within 30 days from receipt of such notice, give notice to the Consultant that it rejects arbitration. In the event the MUNICIPALITY rejects arbitration, and the CONSULTANT intends to pursue its claim, the CONSULTANT shall bring suit in the Trial Court for Franklin County, Massachusetts.
  - b. In the event the MUNICIPALITY intends to bring a claim under this Agreement, the MUNICIPALITY may elect to either arbitrate the claim or bring its claim directly in the Trial Court for Franklin County, Massachusetts.
  - c. Unless otherwise agreed in writing by the parties, all arbitration hearings shall be held in Buckland and shall be governed by the rules of the "American Arbitration Association."
26. **DEBARMENT:** The contractor hereby certifies that they are not on the list of debarred contractors maintained by HUD, nor are they debarred from doing business in Massachusetts.
27. **REGISTRATION OF FOREIGN CORPORATION:** The Contractor hereby certifies that it meets the registration requirements for foreign corporations, under M.G.L. c. 30, §39L, specifically Northern Ireland or other prohibited nations as detailed by M.G.L., as amended.
28. **DRUG FREE WORKPLACE:** The contractor by their signature certifies that it has a drug free workplace and policy.
29. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** The contractor by their signature asserts that they have a non-segregated workplace.
30. **ATTACHMENTS:** The following are attached and are an integral part of this contract:
  - The firm's proposal to the Town and the Town. CDBG Application
  - Attachment A - Scope of Services
  - Attachment B - Proposed Fee Schedule
  - Attachment C - Certifications



- Attachment D - HUD Financial Disclosure Form
- Attachment E – EO 481
- Attachment F – Company’s Drug Free Policy
- Attachment G –Insurance Documents provided by the CONSULTANT pursuant to paragraph 17.

IN WITNESS THEREOF, the MUNICIPALITY and the CONSULTANT have executed this Agreement under seal in triplicate as of the date above written.

**Approvals and Signatures By:  
TOWN OF BUCKLAND**

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<b>Select Board Chair</b>	<b>Date</b>
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**By: CONSULTANT**

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	<b>Date</b>
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**Certification as to Availability of Funds:**

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<b>TOWN Accountant</b>	<b>Date</b>
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**Approval of Contract as to Form:**

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<b>TOWN Counsel</b>	<b>Date</b>
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**Certification as to Procurement:**

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<b>Procurement Officer</b>	<b>Date</b>
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**ATTACHMENT A:**  
**SCOPE OF SERVICES**  
**TOWN OF BUCKLAND**  
**Construction Administration & Resident Inspector Services**

**Lower Ashfield Street Improvements**

The Town of Buckland anticipates receiving FY20 CDBG funding for improvements to **Lower Ashfield Street**, a 450-LF section of this mixed-use street, from north of the railroad crossing at Green Street to Clement Street. Lower Ashfield Street has inadequate sewer and water systems and deteriorated sidewalks, curbs and roadway. Final plans, specifications and bidding have already been completed for this project. Construction administration (contracting, construction oversight and closeout) and resident inspector services are sought for the construction phase of this project.

The following is an outline of tasks for construction administration services for the Lower Ashfield Street project:

- Task 1: Contracting Services** – Prepare Notice of Award to contractor. Upon acceptance, draft contract documents, review contractor submissions and bonds, and forward final contract documents to Town for execution. Bidding is planned for February 2021, with construction to begin in spring 2021 and completion of final paving in November 2021.
- Task 2: Construction Administrative Services** – Schedule and attend preconstruction conference, and provide shop drawing review, engineering modifications, pay estimate approval, change order preparation, progress reports, etc. (The project manager should be available for project meetings during critical phases of the construction project. This may include weekly meetings over the construction period.)
- Task 3: Construction Engineering Services** - Perform on-site construction observation (approximately 65% coverage) including daily logs, quantity determinations, coordination between pertinent project entities. Conduct onsite employee interviews.
- Task 4: Construction Close-out Services** - Prepare final punch list, as-built record plans based on construction records, a Certificate of Substantial Completion, and a Certificate of Completion.

**ATTACHMENT B:  
FEE SCHEDULE**

**TOWN OF BUCKLAND  
Construction Administration & Resident Inspector Services**

**Lower Ashfield Street Improvements**

**DO NOT FILL OUT OR SUBMIT THIS FORM WITH PROPOSAL**

Task Descriptions are found in Attachment A.

<b>Lower Ashfield Street Improvements – Construction Administration &amp; Resident Inspector Services</b>	
<b>TASK</b>	<b>PRICE</b>
1	
2	
3	
4	
<b>TOTAL</b>	

**ATTACHMENT C:  
CERTIFICATIONS  
TOWN OF BUCKLAND  
Construction Administration & Resident Inspector Services  
Lower Ashfield Street Improvements**

**DO NOT FILL OUT OR SUBMIT THIS FORM WITH PROPOSAL**

**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 natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Business

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,  
\_\_\_\_\_(Name of individual) authorized signatory for  
\_\_\_\_\_(Name of consultant) do hereby certify under the pains  
and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts,  
and the Town of Buckland and is current with all local, state, and federal taxes and assessments, including child  
support payments.

Consultant

By: \_\_\_\_\_  
Signature of authorized representative    Title    Date

**ATTACHMENT D:  
PROJECT TIMETABLE  
TOWN OF BUCKLAND  
Construction Administration & Resident Inspector Services  
Lower Ashfield Street Improvements**

**DO NOT FILL OUT OR SUBMIT THIS FORM WITH PROPOSAL**

Contract Execution & Notice to Proceed	April 1, 2021
Construction Begins	May 1, 2021
Construction Complete	November 30, 2021

**ATTACHMENT D:**  
**E.O. 481 FORM**  
**TOWN OF BUCKLAND**  
**Construction Administration & Resident Inspector Services**  
**Lower Ashfield Street Improvements**

**DO NOT FILL OUT OR SUBMIT THIS FORM WITH PROPOSAL**

**COMMONWEALTH OF MASSACHUSETTS**

**EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION**  
**PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS**

CONTRACTOR LEGAL NAME:

CONTRACTOR VENDOR/CUSTOMER CODE:

**INSTRUCTIONS:**

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

**CONTRACTOR CERTIFICATION:**

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor Authorizing Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that is filed with the contracting Department.

**ATTACHMENT F:**  
**CONSULTANT'S CERTIFICATE of INSURANCE**  
**TOWN OF BUCKLAND**  
**Construction Administration & Resident Inspector Services**  
**Lower Ashfield Street Improvements**

**DO NOT FILL OUT OR SUBMIT THIS FORM WITH PROPOSAL**



**ATTACHMENT G:**  
**HUD FINANCIAL DISCLOSURE FORM**  
**TOWN OF BUCKLAND**  
**Construction Administration & Resident Inspector Services**

**Lower Ashfield Street Improvements**  
**DO NOT FILL OUT OR SUBMIT THIS FORM WITH PROPOSAL**

FINANCIAL DISCLOSURE REPORT  
FINANCIAL INTEREST IN PROJECT ASSISTED BY MASSACHUSETTS SMALL CITIES PROGRAM

APPLICANT: TOWN OF BUCKLAND

PROJECT: Engineering – Lower Ashfield Street

Any applicant (city or town government, or subrecipient) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity
	XX-XXXXX	Engineering Services	

- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g., contractor, consultant, investor, etc.).
- D. Provide for each.

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**Certification**

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person, who knowingly and materially violates any required disclosure of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/2021

**THE COMMUNITY'S CHIEF ELECTED OFFICIAL MUST SIGN THIS FORM.**

**ATTACHMENT H:**  
**CERTIFICATION OF DRUG-FREE WORKPLACE**  
**TOWN OF BUCKLAND**  
**Construction Administration & Resident Inspector Services**  
**Lower Ashfield Street Improvements**

**DO NOT FILL OUT OR SUBMIT THIS FORM WITH PROPOSAL**

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
  - (a) The dangers of drug abuse in the workplace;
  - (b) The contractor's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation and employee assistance programs and;
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-
  - (a) Abide by the terms of the statement and;
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Town in writing, within ten calendar days after receiving notice under sub-paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Town has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted-
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or;
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Signature: \_\_\_\_\_

Date: \_\_\_\_\_