

TOWN OF STERLING
ENGINEERING AND CONSTRUCTION REVIEW SCOPE OF SERVICES

The Town of Sterling, Massachusetts is seeking proposals from qualified firms for engineering and construction review services as set forth below. The successful applicant shall be required to enter into a contract with the Town of Sterling according to the sample attached as Exhibit "A," incorporated herein.

SCOPE OF SERVICES

General: The services described in the sections below shall be rendered under the general direction of the Town Planner through the authority of the Planning Board. The services described in Section 5 shall be rendered under the general direction of the appropriate authority (that which requested the service).

1. Subdivision Plan Review:

- a. *Engineering Review* of pending subdivision plans to assure compliance with the Subdivision Regulations and standard engineering practices.
- b. *Meetings with Applicants* and their engineers and consultants as requested to review plans for compliance with the Subdivision Regulations.
- c. *Report to Planning Board* on each subdivision plan currently under review, to be submitted to the Town Planner not less than six (6) calendar days prior to the scheduled Planning Board meeting. Reports, to include comments, photographs, and graphics when applicable, concerning requests for waivers by applicants.
- d. *Planning Board Meeting Attendance* when requested, and emergency meetings when requested, to provide technical assistance on specific issues during review.

2. Subdivision Construction:

- a. *Scheduled Inspections* of the construction of new subdivision road(s) and infrastructure to assure that said items are constructed and installed to the standard set forth by the Planning Board in its Subdivision Regulations and definitive plan approval.
- b. *Unscheduled Consultations* and inspections in the field or at Planning Board meetings as needed to address specific problems and unanticipated issues not addressed by the Definitive Plan itself.
- c. *Review Surety Amounts* for original surety and any requests for reduction in surety, and submit a report to the Planning Board with a recommendation as to the total amount, including a detailed breakdown when the Consulting Engineer's recommendation differs from the request which is made by the applicant's engineer. Such reports are to be submitted to the Town Planner by the close of business on the day of the Planning Board meeting at which it is scheduled.

- d. *Inspection and Detailed Report for Defaulted Subdivisions*, including preparation of specifications for uncompleted subdivision roads in instances when the developer has defaulted and the Planning Board has taken jurisdiction over the performance security or surety. Includes identification of the work to be performed to complete the roads and other infrastructure to the Town's standards, development of bid specifications for the necessary work, and oversight of the construction of the improvements.

Upon completion of work, the Consulting Engineer shall prepare a report to the Planning Board which shall include a recommendation that such roads are ready for acceptance as public ways.

- e. *Inspection for Road Acceptance Requests*, including preparation of a complete punch list for all subdivision roads which have been presented for acceptance as public ways. Coordinate with the DPW Superintendent and oversee completion of the punch list to Town standards. Submit a report to the Town upon completion of such work, including a recommendation that such roads are ready for acceptance as public ways.

3. Site Plan Review

The Planning Board has been charged with the responsibility for completing site plan reviews under Section 6.4 of the Protective Bylaws. Not all site plans will require review by the Consulting Engineer. Reviews shall include, but are not limited to, the following components stated briefly here, but detailed in the Town of Sterling Protective Bylaws:

- a. Location of utilities and structures;
- b. Review of pre- and post-development drainage;
- c. Traffic impact, circulation, and flow;
- d. Parking;
- e. Snow removal and storage;
- f. Lighting;
- g. Landscaping;
- h. Environmental concerns.

4. Other Services as requested by the Town of Sterling

The Town Planner, DPW Superintendent, Town Administrator, Select Board or Zoning Board of Appeals may request the Engineering Consultant to provide additional services related to municipal projects and facilities. Such services shall be specified by the Town and billed at the rates provided in the Consulting Engineer's proposal.

5. Other Requirements

It is imperative that all members of the Consulting Firm, when representing Sterling's interests, are respectful to all staff, Board/Commission members, applicants/owners and their respective engineers/project managers at all times.

CONTENT OF PROPOSAL

The Proposer shall submit five (5) paper copies and one (1) digital copy in PDF format on a USB Memory stick of the following materials:

1. A statement of understanding of the requested services, sufficient to demonstrate an understanding of the scope of work and the goals and objectives of the Town of Sterling.
2. A list of members of the Project Team (Consulting Engineer's support staff) with resumes and background of each. A member of the Project Team shall be a Professional Engineer in Civil Engineering. List any sub-consultants that may perform specialized studies, e.g. traffic impact analysis, noise studies, etc.
3. A complete list of public and private clients, past and present, in Massachusetts, with particular emphasis on municipalities for which the firm has been involved in the subdivision review and/or inspection process.
4. Samples or illustrations of reports and other documentation of Engineering expertise, including reports for subdivision reviews prepared for other municipalities.
5. A disclosure of any clients which the firm has represented before any Town of Sterling board or commission in the past five (5) years, and any Town of Sterling board or commission member who has been a client of the individual or firm responding to the request for proposal.
6. A clear designation of the Key Person or Project Manager to be assigned to the Town as a contact person on a consistent basis.
7. Indication of availability of project team members and any notice requirements. Indicate notices required, if any, for routine and regular inspections and meetings as well as unforeseen or unanticipated consultations or meetings.
8. Three (3) relevant references for the said individuals and the Consulting firm, including: (a) project name and location, (b) municipality, agency or firm for which services were provided, with address, contact, person, and telephone number, and (c) brief project description and budget.
9. The Consultant shall submit copies of all Professional Registrations.
10. Hourly Service Fee Rate Schedule for all professionals, technicians, and support staff expected to be involved with delivery of services under the proposed contract. The Consultant shall provide an Hourly Service Fee Rate Schedule valid through the end of June 2021. Travel Time and Expense Rate Schedule for the professionals, technicians, and support staff expected to be involved with delivery of services under the proposed contract. The Consultant shall also provide a Travel Time and Expense Rate Schedule.
11. Certificate(s) of insurance indicating compliance with the minimum requirements for insurance specified in Exhibit A.
12. A properly executed Exhibit B, Certificate of Non-Collusion and Certificate of Tax Compliance.
13. Responses must be submitted by 11:00 a.m. on September 28, 2020 to:

Domenica Tatasciore, Town Planner – dtatasciore@sterling-ma.gov

EVALUATION CRITERIA

Responses will be evaluated by the Town Planner, the Planning Board Chair, and the Planning Board Vice Chair, with the final decision by the Town Planner and the Town Administrator.

Expertise, knowledge and familiarity with the Subdivision Control Law and local review process in Massachusetts.	25 %
Specific qualifications of the project team with particular emphasis on the Project Manager.	25 %
Experience with municipal subdivision review and project inspection.	20 %
Availability and proximity of team members.	15 %
Cost effectiveness of the Price Proposal in comparison to other Engineering Consultant responses received.	15 %
<i>*Lowest pricing is not the determining factor and the evaluators have the right to select a firm with a higher price proposal if their experience, skill set and credentials makes them more desirable to Sterling.</i>	

Evaluators reserve the right to interview prospective consultants, if warranted.

EXHIBIT A

AGREEMENT FOR CONSULTING ENGINEER SERVICES

ARTICLES OF AGREEMENT made and concluded this ____ day of _____, 2020, by and between _____, hereinafter referred to as the CONSULTANT, and the Town of Sterling, Massachusetts, Butterick Municipal Building, 1 Park Street, Sterling, MA 01564, hereinafter referred to as the TOWN.

WHEREAS the TOWN desires the professional services of the CONSULTANT for Engineering and Construction Supervision Services.

Now, therefore, in consideration of the mutual covenants hereinafter recited and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

A. SCOPE OF WORK:

The CONSULTANT agrees to provide sufficient and qualified personnel to perform all tasks identified in the TOWN's Scope of Services for Engineering and Construction Supervision Services and summarized here:

1. Subdivision Review, including engineering review of plans, meetings with applicants as requested, report to Planning Board, and Planning Board meeting attendance when requested;
2. Subdivision Construction, including scheduled inspections, unscheduled consultations and inspections, review of and recommendation on surety amounts, inspections and reports for defaulted subdivisions, and inspections for road acceptance requests;
3. Site Plan Review, including reports to the Planning Board and site inspections when requested;
4. Other Services as requested and arranged with the TOWN.

B. BILLING:

Wherever possible, the CONSULTANT shall designate one of their employees who has a lower pay classification and the relevant experience to perform the required work, instead of the firm's principal.

C. COMPENSATION:

1. In order for the TOWN to process payment, the CONSULTANT shall invoice the TOWN monthly for work performed and documented related to expenses incurred for each subdivision or site plan under review or construction during the invoice period. The processing of payments to the CONSULTANT shall be predicated upon the availability of sufficient funds within each developer's account. The TOWN shall be responsible for ensuring each developer's account has adequate funds, and shall notify the CONSULTANT

in the event an active account is depleted and the developer fails to replenish it, at which time CONSULTANT services may be suspended until the account is brought up to date.

2. Compensation to the CONSULTANT shall be in accordance with rates negotiated for respective classes of services as identified in the CONSULTANT's proposal submitted in response to the TOWN's Scope of Services for Engineering and Construction Supervision.
3. Job-related expenses incurred by the CONSULTANT shall be billed to the TOWN at cost, as specified in the CONSULTANT's proposal submitted in response to the TOWN's Scope of Services for Engineering and Construction Supervision.

D. CONTRACT TERM:

The services to be provided under this contract shall commence upon execution of the contract, and shall continue through June 30, 2021, subject to annual review, which shall be completed by each June 30 by the Town Planner and the Planning Board Chair and/or Vice Chair, and other appropriate Town staff if required. This Agreement may be extended for an additional period of mutually agreed period of time by the TOWN and the CONSULTANT. In the event the Agreement is extended, the TOWN and CONSULTANT may negotiate a new compensation rate as set forth in B, above.

E. INSURANCE:

1. The CONSULTANT shall maintain during the performance of this Agreement insurance coverage as follows:
 - a. Workman's Compensation and Employer Liability Insurance in compliance with statutory limits.
 - b. Comprehensive General Liability Insurance including Products Completed, Contractual Property, and Personal Injury Coverage with combined single limits of \$1,000,000.00 (one million dollars, U.S.) for each occurrence and aggregate amount.
 - c. Automobile Liability Insurance including non-owned and hire automobiles with the following limits:

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Insurance	\$1,000,000 each occurrence
 - d. Professional Liability insurance for any damage on account of any error or omission, or other professional negligence. CONSULTANT's liability will be limited to a sum not to exceed \$100,000 (one hundred thousand-dollars, U.S.) or the amount of insurance available to satisfy any such claim, whichever is greater.
2. The CONSULTANT shall provide the TOWN with a Certificate of Insurance naming the Town of Sterling as an "Additional Insured." The CONSULTANT agrees to maintain insurance for the limits set forth above for the duration of the Agreement, and shall not cancel, modify, or change the provider of said insurance without notifying the TOWN prior to such modification, provider change, or cancellation of insurance.

3. The CONSULTANT agrees to save and hold harmless the TOWN, its elected and appointed officers, employees, and agents against any claim, demand, or action alleging out of an act or omission in the performance of the CONSULTANT's duties under this Agreement.

F. USE AND OWNERSHIP OF DOCUMENTS

1. Drawings, estimates, and reports prepared under this Agreement will become the property of the TOWN at the completion of services.
2. Reproducible copies of documents will be retained by the CONSULTANT for a period of at least seven (7) years.
3. All documents, including Drawings and Specifications prepared by the CONSULTANT pursuant to the Agreement are instruments of service with respect to the project. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of the project or any other projects. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the TOWN's risk and without liability or legal exposure to the CONSULTANT.

G. TERMINATION

1. The Town may terminate this Agreement at any time and for any reason by giving the CONSULTANT sixty (60) days written notice. In such event, all finished or unfinished documents prepared by the CONSULTANT shall, at the option of the TOWN, become the TOWN's property.
2. The CONSULTANT may terminate this Agreement at any time and for any reason by giving the TOWN sixty (60) days written notice. In such event, all finished and unfinished documents prepared by the CONSULTANT shall automatically become the TOWN's property, and may be supplied to another engineering firm per the TOWN's request if one is hired to complete any reviews or construction supervision in progress at the time of termination.
3. In the event of termination, the CONSULTANT will be paid for all services performed up to the date of the termination, including those necessary expenses for the orderly termination of services.

H. MISCELLANEOUS PROVISIONS:

1. The parties agree that the CONSULTANT, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and manner in which it is performed. The CONSULTANT shall select its own employees or agents, and such employees or agents shall be responsible to the CONSULTANT.
2. The laws of the Commonwealth of Massachusetts shall govern this Agreement. Any dispute concerning this Agreement shall be remedied in a Commonwealth of Massachusetts Trial Court in the County of Worcester.
3. The CONSULTANT shall disclose to the TOWN any work their firm is or will be engaging in within the Town of Sterling.

4. The CONSULTANT shall not engage in any activity that would be considered a "Conflict of Interest" or would be "perceived as a Conflict of Interest" as defined and regulated by the State Ethics Commission.

I. EXTENT OF AGREEMENT:

1. No verbal warranties, representations, or statements shall be considered part of this Agreement or as a basis upon which the TOWN or CONSULTANT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between the TOWN and the CONSULTANT.
2. This Agreement represents the entire agreement between the TOWN and the CONSULTANT, and supersedes all previous negotiations, proposals, and representations. This Agreement may be amended only by a written amendment signed by both the TOWN and the CONSULTANT.

J. SEVERABILITY:

The invalidity of any part or portion of this Agreement shall not invalidate the entire agreement. If any portion or clause hereof shall be declared unenforceable or invalid by any court of competent jurisdiction, such portion or clause shall be deemed to be stricken from the Agreement and the remainder hereof shall be binding and enforceable upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto being duly authorized do hereby execute this agreement.

TOWN OF STERLING

ENGINEERING CONSULTANT

Ross Perry
Town Administrator

Date

Date

EXHIBIT B

**Certificate of Non-Collusion and
Certificate of Tax Compliance**

Certificate of Non-Collusion

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

(Signature of Authorized Representative)

(Name of Business)

Certificate of Tax Compliance

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

_____, authorized signatory for _____
(Name of Business)

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

By: _____
(Signature of Authorized Representative)

(Title)

(Date)