REQUEST FOR QUOTES

CITY OF NEW BEDFORD, MASSACHUSETTS
DEPARTMENT of PLANNING

NEW BEDFORD WATERFRONT HISTORIC RESOURCES STUDY

RFQ# 20175020

Due Date/Time

August 28, 2019

Jonathan F. Mitchell
Mayor

Department of Planning
133 William Street
New Bedford, MA 02740
CITY OF NEW BEDFORD, MASSACHUSETTS
ADVERTISEMENT
REQUEST FOR QUOTES
#20175020
NEW BEDFORD WATERFRONT HISTORIC RESOURCES STUDY

The City of New Bedford acting through its Department of Planning is seeking responses from qualified historic preservation consultants to undertake an intensive-level survey and update of cultural and architectural resources along the city’s waterfront.

Responses will be received at the Department of Planning, Room 303, City Hall, 133 William Street, New Bedford, Massachusetts, 02740, during business hours, until the date and time of the response opening.

RESPONSES RECEIVED
Responses will be received until
Wednesday, August 28, 2019 at 11:00 A.M. Prevailing Time

The Request for Quotes (RFQ), containing Scope of Work, Proposal Requirements, and Evaluation Criteria may be obtained by emailing anne.louro@newbedford-ma.gov. on or after Monday July 29, 2019 @8:00AM, Monday thru Friday-8:30AM – 4:00PM.

Proposers must meet the following minimum qualifications: a Bachelor’s degree in Historic Preservation, Architectural History, History, Art History, or a closely related field, plus at least two years full time experience in an area relevant to the project; or a Master’s degree in any of the above mentioned areas.

Attention is called to the fact that supplies furnished as part of this Contract are exempt from the Sales and Use Tax. All price proposals submitted should take this factor into consideration, and be calculated accordingly.

The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended by mutual agreement between the City and the awarded proposer.

No Proposer may withdraw his/her price proposal for a period of thirty (30) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening thereof.

Proposals must include ALL DOCUMENTS required by the Request for Quotes. The Awarding Authority reserves the right to waive any informality, reject any or all proposals, or accept other than the lowest priced proposal.

The City of New Bedford is an Equal Opportunity/Affirmative Action Employer.

AWARDING AUTHORITY: CITY OF NEW BEDFORD, DEPARTMENT of PLANNING
The goal of this solicitation is to provide the best value of commodities and services to achieve the procurement goals of the City of New Bedford (City). The City may negotiate a change in any element of contract performance or cost identified in the original request for the selected bidder or the selected bidder or contractor’s response that results in a lower cost or more effective or better value than was presented in selected bidder or contractor’s original response.

Costs that are not specifically identified in the Bidder’s Response and accepted by the City as part of a Contract, will not be compensated under any contract awarded pursuant to the RFQ. The City will not be responsible for any costs or expenses incurred by Bidders responding to this RFQ.

The City makes no guarantee that any Commodities or Services will be purchased as a result of this solicitation.

The purpose of this solicitation is the selection of a qualified historic preservation consultant to provide professional research and documentation services to complete a historic properties survey meeting current Massachusetts Historical Commission survey standards.

I. INTRODUCTION

This Request for Quotes (RFQ) sets forth the procedures and requirements to be employed by the City of New Bedford in the selection of a qualified consultant to undertake an intensive-level survey and update of cultural and architectural resources along the city’s waterfront. This Request for Quotes (RFQ) stipulates the procedures and requirements to be used by the City in its selection for consulting services. The project will be divided into four phases, to be completed over a nine-month period:

- **PHASE I** – Identification of documentary sources available for the project and development of methodology;
- **PHASE II** – Identification of properties to be surveyed and production of sample inventory forms;
- **PHASE III** – Production of complete draft inventory forms for review by the City and Massachusetts Historical Commissions;
- **PHASE IV** – Production of final inventory forms, reports and maps.

The City will evaluate all timely responses to ensure that all required submittals have been included in responses and that all responses meet the selection criteria. Proposals that are deemed to be complete shall be presented to a selection committee consisting of the Preservation Planner, City Planner and members of the New Bedford Historical Commission. Complete responses that meet the selection criteria will also be reviewed by the Massachusetts Historical Commission (MHC) before an award can be made. Bidders must provide fee amounts for these four tasks in their proposal. The City has established a budget not to exceed $24,000.

All questions regarding this RFQ must be received by the City no later than 11:00 AM on Friday, August 16, 2019 and addressed to the attention of Anne Louro, Preservation Planner, City of New Bedford. Responses may be e-mailed, and if e-mailed must be marked in the subject line “RFQ Historic Properties Survey” to anne.Louro@newbedford-ma.gov.
II. PROJECT AREA

The project area will include the neighborhoods along the city’s waterfront, extending from the Acushnet River in the north at Tarkiln Hill Road to the harbor in the south at Cove Street. (See Scope of Work - Waterfront Survey Target Area Map)

III. FUNDING SOURCES(S)

Funding shall be provided by the City of New Bedford, and in part through a Massachusetts Historical Commission Survey and Planning Grant, with Federal funds from the National Park Service, U.S. Department of the Interior.

IV. PROJECT OBJECTIVES

See Attachment A for the complete Scope of Work

The purpose of this project is to undertake an intensive-level survey of cultural and architectural resources along the waterfront area of New Bedford, which encompasses the Acushnet River in the north to the harbor in the south.

The Waterfront Survey will replace and/or update inadequate survey data dating back as far as 1977 and will survey historic resources which were not previously inventoried. Survey documentation will provide detailed physical descriptions of properties, incorporate extensive existing historical information on the areas, and expand and link prior research efforts through targeted new primary source research. The survey project will incorporate MHC criteria and methodology to current standards, with the objective of providing thorough and accurate historical architectural information about the properties along the waterfront areas of New Bedford. Additionally, the survey forms completed as part of this project will include recommendations for National Register eligibility, indicating level of significance; as the older inventory forms did not provide preservation considerations or recommendations.

New Bedford’s waterfront serves as the city’s greatest natural resource, both economically and historically, and is divided geographically into two areas; the Acushnet River and the Harbor. This project encompasses an area that includes many historical mills of the textile industry and two bridges that connect New Bedford with Fairhaven.

Both waterfront areas are undergoing intensive local and state planning initiatives with the intent to transform these areas for economic investment. A proposed Riverwalk along the upper portion of the Acushnet River, a commuter rail station near the downtown and an Urban Renewal Plan for the harbor area all have the potential to bring the type of development pressures that may impact and threaten historical and cultural resources.

This project will be structured to provide professional cultural and architectural resource survey expertise to the community. A preliminary target list is attached to this scope of work. Specific project goals are as follows:

1) To conduct a waterfront area survey to assess and document approximately 95 selected cultural and architectural resources, following Massachusetts Historical Commission (MHC) survey standards and methodology.

2) To identify contexts for National Register evaluation and to apply the National Register criteria to all resources identified in the survey;

3) To submit to MHC a list of individual properties and/or districts which are recommended for nomination to the National Register of Historic Places.
V. SUBMISSION REQUIREMENTS; QUALIFICATIONS

Please note: any proposal that fails to include all of the information noted below – or is submitted by a person or persons who do not meet the qualifications outlined in Section V.(B) below - will be rejected as unresponsive and will not be afforded a complete review by the selection committee.

Five (5) copies of the submission must be furnished to the Procurement Officer for review by the Selection Committee. The overall proposal must include:

A. The identity of the individual, partnership or corporation applying for contract award, credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the project personnel. If the consultant intends to sub-contract the photography or any other work required in the scope of services, the sub-contractor must be identified. Sample work products are required for all personnel. This item is a major determinant in assessing the bidder’s qualifications and will be incorporated as a condition in the contract to be awarded.

B. A bidder’s qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include resume(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Resumes are required for all project personnel. Bidders must meet the following minimum criteria:
   - Bachelor’s Degree in Historic Preservation, Architectural History, History, Art History or a closely related field and at least two years full-time experience in an area relevant to the project; or
   - Master’s Degree in Historic Preservation, Architectural History, History, Art History or a closely related field.

C. A detailed explanation of the bidder’s approach to this project: methodology, demonstrated understanding of the scope of work and completion deadline, and the bidder’s expectations of assistance and services from the City. A technical work plan and project timeline for accomplishing the tasks described in the scope of services must be provided.

D. A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) especially for clients for whom the proposer has performed similar services within the past five (5) years.

E. Sample work products for all personnel.

F. Any other information deemed relevant to the project, and which the proposer believes will further the competitiveness of the proposal.

G. Price Quotation Form, Bidder Signature Form, Certificate of Non-Collusion, Statement of Tax Compliance and Certificate of Vote of Corporation, as applicable (see Attachments B, C, D, and E).
VI. SELECTION CRITERIA

A. Quality and Depth of Project Experience. The bidder’s response demonstrates superior experience in providing services related to the City’s requirements. The response must demonstrate a wide depth of experience with similar projects (5 or more), and prior experience with municipally, privately, or MHC-funded not-to-exceed or fixed-fee contracts. Project work samples should be of outstanding quality in content and technical presentation.

B. Qualifications of the Bidder. The bidder’s resume(s) demonstrates that bidder has superior training, educational background and work experience appropriate to the project described herein and all key project personnel demonstrate professional experience well beyond the minimum requirements.

C. Desirability of approach to the project. The bidder’s response demonstrates a superior approach to the subject material, an understanding of the local historic and cultural resource issues addressed by the project, and a clear analysis of the time required for each phase of the project. The response demonstrates a strong understanding of the history and development of local architectural forms in Massachusetts communities.

D. Overall Quality of Client References. References contacted spoke favorably of the work performed by the bidder and would use them again for a similar project. References confirmed that consultant had met schedule expectations and delivered an “on-time” project.

E. Completeness and Quality of Proposal. Response is complete, concise, informative, and highly detailed. Response reflects that bidder is able to perform in a superior manner acceptable to the City. Selection committee is completely convinced about the bidder’s ability to provide the level of services as required by the City. Response demonstrates excellent communication and documentation skills.

VII. BASIS OF AWARD

The City will award a contract resulting from this solicitation to the responsible bidder whose offer meets the stated requirements for technical expertise, project experience, qualifications, project approach, client references, proposal quality, and price. The City will award the contract to the bidder whose response represents the best value to the City.

Quotes should be submitted on Attachment B – Price Quotation Form.

VIII. PROJECT FEE

The City has established a budget not to exceed $24,000 for the Scope of Services described herein. Proposers must complete Attachment B – Price Quotation Form. Project fees must be provided for each of the four phases of work as described on the Form. Fees shown shall include all costs and expenses (including materials, copying, mileage, photography, etc.) necessary to complete the scope of services defined in Attachment A of this RFQ.
IX. PROJECT SCHEDULE

See Attachment A for the complete Scope of Work

- **PHASE I** – Identification of historic resources available for the project and development of methodology: October 25, 2019;
- **PHASE II** – Identification of properties to be surveyed and production of sample inventory forms: December 20, 2019;
- **PHASE III** – Production of complete draft inventory forms for review by the City and Massachusetts Historical Commission: May 8, 2020;
- **PHASE IV** – Production of final inventory forms, reports and maps: June 26, 2020.

X. SUBMISSION

All questions regarding this RFQ must be received by the City no later than 11:00 AM on **Friday, August 16, 2019** and addressed to the attention of Anne Louro, Preservation Planner, City of New Bedford.

Responses will be received at the City of New Bedford Department of Planning until **Wednesday, August 28, 2019** at 11:00 am. Responses received after that date and time will be rejected.

The mailing address for all deliveries and walk-in service is:

City of New Bedford  
Department of Planning, Room 303  
133 William Street  
New Bedford, MA 02740

Responses may be e-mailed, and if e-mailed must be marked in the subject line “RFQ Historic Properties Survey” to [anne.Louro@newbedford-ma.gov](mailto:anne.Louro@newbedford-ma.gov).
SCOPE OF WORK

The purpose of this project is to undertake an intensive-level survey of cultural and architectural resources along the waterfront area of New Bedford, which encompasses the Acushnet River in the north to the harbor in the south. This project will be structured to provide professional cultural and architectural resource survey expertise to the community. A preliminary target list is attached to this scope of work. Specific project goals are as follows:

1) To conduct a waterfront area survey to assess and document approximately 95 selected cultural and architectural resources, following Massachusetts Historical Commission (MHC) survey standards and methodology.

2) To identify contexts for National Register evaluation and to apply the National Register criteria to all resources identified in the survey;

3) To submit to MHC a list of individual properties and/or districts which are recommended for nomination to the National Register of Historic Places.

METHODOLOGY

The Analytical Framework:


The MHC criteria for conducting a community-wide survey are designed to identify the full range of cultural resources. Cultural resources are the physical elements in the landscape that remain from historical patterns of human activity. There are many components of a community’s historical development that are associated with the location and type of surviving cultural resources. A community-wide survey should therefore relate cultural resources to historic patterns of architectural development, land use, economic development, social and demographic history, and events that had an impact on the community. The community-wide survey should recognize ethnic and cultural diversity within the community and seek to identify cultural resources associated with the history of the minority social and cultural groups and individuals that may have played a role in the community’s history.

The MHC Reconnaissance Survey Town Report for the town and the corresponding MHC Reconnaissance Survey Regional Report, existing survey forms and National Register nominations on file with the MHC will provide a preliminary framework and base of information for this analysis. Individual forms and area forms will expand upon the information in the Town Report and will relate inventoried properties to the significant themes in the historical development of the town.

Phase Meetings:

The project consists of four phases. Project personnel, both the consultant and the project coordinator, will meet with MHC staff at MHC offices in Boston to review project progress and products at the end of each phase. Work to be carried out during each phase and products due at the end of each phase, are described below.

The Inventory:
The waterfront survey will consider the full range of cultural resources in terms of period, theme, property type, architectural form and style, and geographic distribution. The survey will consider all periods of architectural and historic development from the period of first colonial European presence to circa 1970. Significant themes of historical and architectural development will be identified, and resources will be related to these themes.

The waterfront survey will identify buildings and structures that are architecturally and historically significant in the history and development of the community. The survey will include both representative and outstanding examples of the building forms, types, and styles present in the community.

MHC individual property and area inventory forms, maps and National Register recommendations will be completed and submitted to MHC in accordance with the survey guidelines set forth in the MHC’s Historic Properties Survey Manual: Guidelines for the Identification of Historic and Archaeological Resources in Massachusetts (1992) and Survey Technical Bulletin #1 (1993), MHC Interim Survey Guidelines (March 1999 et seq.), and MHC Interim Guidelines for Inventory Form Photographs (2009), MHC Interim Guidelines for Inventory Form Locational Information (2016), as well as the Secretary of the Interior’s Standards and Guidelines for Identification (1983, copies available from the MHC). These publications and memoranda are all incorporated into this contract by reference. The work to be carried out during each phase, and products due at the end of each phase, are below.

**SCOPE OF WORK**

**Phase I (6 weeks)**

Tasks:

- (Start-up meeting) Meet with local project coordinator/local historical commission (LPC/LHC) and MHC staff to discuss the scope and inventory methodology of the project and to assess the available documentary materials (LHC files, local and regional libraries and archive collections, web-based resources, and existing research, maps, local histories, etc.);
- With the assistance of the LPC, select maps, including a working map and large-scale base map (assessor’s parcel map is preferred), to identify inventoried areas and properties;
- Determine availability of electronic mapping and parcel data and of city-based GIS data suitable for use in the project;
- Review existing inventory forms on file at both the LHC and at the MHC;
- Conduct initial research and reconnaissance survey to verify the types and geographical distribution of cultural resources, and to develop criteria for selecting properties to be extensively researched in the survey.
- Meet with local project coordinator/local historical commission (LPC/LHC) and MHC staff to review the products of Phase I and discuss outstanding issues related to the selection of properties in Phase II.

Products:

- Working maps and large-scale base map(s) to be used to identify inventoried properties.
- Methodology statement, specifying:
  1. Survey objectives;
  2. Criteria for selecting properties for survey;
  3. Procedures to be followed in the survey and forms of products to be created;
  4. Expectations about the kind, location, and character of historic properties to be recorded;
  5. An assessment of existing documentation;
  6. A brief description of the amount and kinds of information to be gathered about the properties;
  7. Bibliography, including identification of web-based resources to be used in the project.
Phase I will be completed by Friday, October 25, 2019

Phase II (8 weeks)

Tasks:

- Conduct continued architectural assessments and documentary research to identify important historic themes, events, and persons for the survey target areas, with particular attention to substantially synthesizing and supplementing the information already available. Research collections should include relevant local, regional and state library and archive collections, as well as web-based research sites.
- Apply selection criteria and prepare list of specific properties to be surveyed.
- Complete representative draft inventory forms for different property types.
- Meet with LHC and MHC staff to review property lists and draft forms.

Products:

- List of properties to be surveyed, arranged alphabetically by street address.
- Representative draft inventory forms, to be submitted in both hard copy and MS Word format.

Phase II will be completed by Friday, December 20, 2019

Phase III (20 weeks)

Tasks:

- Conduct intensive research of properties selected for inventory;
- Identify contexts for National Register evaluation and apply National Register criteria to inventoried areas and resources;
- Prepare draft list of all areas and resources recommended for National Register nomination;
- Prepare inventory forms with photographs and property location maps. Forms for any surveyed properties listed in the State Register of Historic Places must be marked at top front with appropriate designation code and date.
- Submit draft inventory forms with photographs, draft National Register contexts, and National Register recommendation to MHC and LHC for review and comment (comments to be incorporated during Phase IV).
- In consultation with LHC, MHC survey and MACRIS staff, develop lettering and numbering system for inventoried properties.
- Meet with local project coordinator/local historical commission (LPC/LHC) and MHC staff to review the draft survey forms and National Register nomination recommendations.

Products:

- Unnumbered complete draft inventory forms for approximately 95 properties with photos and locus maps for all areas, buildings, sites, structures, and parks/landscapes. (This information may optionally be submitted in electronic form only for this project phase [CD or DVD].)
- Draft discussion of National Register contexts and list of all areas and resources recommended for National Register nomination.

Phase III will be completed by Friday, May 8, 2020
**Phase IV (7 weeks)**

Tasks:

- Add inventory letters/numbers to forms, if these were not added in Phase III.
- Name MS Word files to conform to MHC file-naming convention.
- Complete National Register Recommendation statements to be attached to appropriate inventory forms.
- Prepare base map(s) identifying inventoried properties.
- Prepare street index of inventoried areas and properties.

Products:

- Hard-copy numbered MHC inventory forms for approximately 95 properties (two sets with original photographic prints: one for MHC and one for the LHC. Inventory forms must be printed single-sided on 24 lb. bond paper of at least 25% cotton fiber content. Photographs must be 3½” x 5½” or 4” x 6” digitally produced ink jet prints using MHC approved printer/paper/ink combinations that produce prints with a minimum 75-year permanence rating. (The paper inventory forms should incorporate the electronic version photograph(s) in addition to an attached photographic print. Only one archivally-permanent paper print, of the primary view, is required for most inventory forms, clipped - not stapled - to each form.)
- Large-scale base map(s) with all inventoried areas and properties identified by inventory number (two sets: one for MHC and one for the LHC).
- Survey Final Report (four paginated, unbound, single-sided copies (two for MHC, two for LHC) which will include the following sections:
  1. Abstract;
  2. Methodology statement, including survey objectives, assessment of previous research, selection criteria, procedures followed in the survey, description of products and accomplishments and an explanation of how results of survey differed from those expectations;
  3. Street index of inventoried properties. Areas will be listed separately at the beginning, arranged alphabetically by area name. Individually inventoried properties follow, arranged alphabetically by street name. Property name (if any) and inventory number also will be included on this list;
  4. Final discussion of National Register contexts and list of recommendations for areas and properties to be nominated to the National Register of Historic Places
  5. Further study recommendations; and
- CD containing a MS Word file for each inventory form. Each Word file should conform to MHC file naming convention, and incorporate photograph(s) and map(s). The CD should also include an MS Word version of the final survey report.
- A separate CD containing high-resolution TIF or JPG images for surveyed properties, identified by street address or MACRIS number, following MHC file naming convention for photographic images. Digital images must be a minimum of 1.0 megapixels in resolution.

** The Survey Final Report must identify the community repository and/or municipal office(s) where completed survey documentation (inventory forms, base maps and final report) will be made available to the public.

*Phase IV will be completed and submitted to the MHC and LHC by Friday, June 26, 2020.*
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<td>36</td>
<td>N Front St</td>
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<td>N Front St</td>
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<td>NB Copper Co</td>
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<td>39</td>
<td>R MacArthur Dr</td>
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<td>NB Electric Coal Plant</td>
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<td>40</td>
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<td>NBE.535</td>
<td>Worth Pope House</td>
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<td>Reuban Howland House</td>
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<td>42</td>
<td>209</td>
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<tr>
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<td>156</td>
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<td>53</td>
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<td>Pump House</td>
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<td></td>
<td>Riverside Ave</td>
<td>NBE.AW</td>
<td>Manomet Mills NR District</td>
<td>1903</td>
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<td>NBE.V</td>
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<td>54</td>
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<td>418</td>
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<td>424</td>
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<td>Residence</td>
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<td>63</td>
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<td>NS</td>
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<td>83</td>
<td>Pope’s Island</td>
<td>X</td>
<td>RA Mitchell Building</td>
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<td>68</td>
<td>213</td>
<td>Pope’s Island</td>
<td>X</td>
<td>Union Street Railway</td>
</tr>
</tbody>
</table>

**NOTE:** Highlighted Districts have up to date information and are not part of this survey
PRICE QUOTATION FORM

The undersigned hereby submits this price quotation to perform the services outlined in the Request for Quotes for the City of New Bedford Waterfront Historic Properties Survey. Provide a total not-to-exceed fixed fee. The total funding available for this contact shall not exceed $24,000. The City cannot award a contract for services in excess of this amount.

Bidder SIGNATURE: ________________________________
(Print Name): ________________________________
Address: __________________________________________
__________________________________________
__________________________________________

The BIDDER hereby pledges to deliver the complete scope of services required, for the rates and charges shown below:

Cost to complete the project:

Phase I: ________________________________
Phase II: ________________________________
Phase III: ________________________________
Phase IV: ________________________________
TOTAL COST: ________________________________
(not to exceed $24,000)
The undersigned, hereafter called the Bidder, having fully familiarized him/herself with the entire request for quotation documents, hereby agrees and declares:

1. That prices detailed in the Price Quotation cover all necessary expenses to fulfill the conditions of the contract within the time stated.

2. Pursuant to M. G. L. c. 62C, § 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.

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

The following items are to be completed by the Bidder, if applicable:

Our Company is:
- A Corporation
- A Partnership
- Individually Owned

Individual/Company Name: _________________________________________________

Social Security or Federal Identification Number: _______________________________

Signature of Individual or Authorized Official: ________________________________

Address: __________________________________________________________________

Telephone Number: _______________________________________________________

Email ____________________________________________________________________
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.

________________________________________
Signature of Individual Submitting Bid

________________________
Date

________________________________________
Name of Business/Organization

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 contractor, and withholding and remitting child support.

________________________________________
Signature of person submitting bid

________________________
Date

________________________________________
Name of business
CERTIFICATE OF VOTE OF CORPORATION AUTHORIZING EXECUTION OF CORPORATE AGREEMENTS (IF APPLICABLE)

At a meeting of the Board of Directors of ________________ duly called and held on ________________, 20____ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That ____________________________, the_________________________ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy

ATTEST:

___________________________________________
Name (printed)

___________________________________________ (Affix Corporate Seal)
Signature

___________________________________________     __________________________
Title                                              Date
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF NEW BEDFORD
133 WILLIAM STREET
NEW BEDFORD, MASSACHUSETTS
AND
(COMPANY NAME)
(COMPANY ADDRESS)
(DATE)

WHEREAS, the CITY OF NEW BEDFORD, MASSACHUSETTS, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the “City,” acting by and through its ____________________________, has need for the services of a (CONSULTANT) to ____________________________

WHEREAS, ____________________________ hereinafter referred to as (the “Consultant”) submitted a proposal to perform the Scope of Services described herein in Appendix “A” and undertake related duties and responsibilities required under this Agreement; and

WHEREAS, the Consultant’s proposal indicates that it is qualified by experience and training to perform said Scope of Services and undertake the duties and responsibilities required under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the City and Consultant hereby agree as follows:

This Agreement is comprised of Part I and Part II, and includes all appendices, attachments, submitted documents, addenda, technical proposal, the price proposal and all documented negotiations relevant to the proposal. Part I includes details of the services to be performed, schedule of the services, and compensation. Part II contains the Terms and Conditions of Agreement, which are the general terms of the engagement between the City and Consultant.

PART I
SCOPE OF SERVICES

The complete Scope of Services, Schedule, and Budget for performance of the Scope of Services are contained herein in Appendixes A, B and C respectively. The Scope of Services, Schedule, and Budget may be modified by agreement of the City and Consultant, providing any such modification complies with applicable law. The Consultant shall perform services by specific Task authorized by its proposal or on an as needed basis by Change Order or Work Order in accordance with this Agreement.

PART II
TERMS AND CONDITIONS

The City's engagement of the Consultant is under the following terms and conditions that form an integral part of this Agreement:

1. Scope: The Scope of Services, Schedule, and Budget encompass the entire time of performance of the Agreement regardless of whether the term exceeds one (1) year.

2. Prices; Term: All prices contained in the Budget attached hereto as Appendix C shall remain the same throughout the term of the Agreement. The TERM OF THIS CONTRACT SHALL BE ________, beginning ________ and ending__________________. This contract may be extended ______________________term(s) of ____________________.
3. **Services Actual Amount:** The services required for the proposed contract are an actual amount.

4. Appropriation; Termination: The City may terminate this Agreement if funds are not appropriated to support continuation of performance beyond the first year.

5. **Payment Responsibility:** Payment to Consultant is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.

6. **Commencement:** All schedules set forth in the Scope of Services commence upon the execution of this Agreement.

7. **Compensation:** The City will compensate Consultant for the satisfactory performance of the Tasks included in the Scope of Services as agreed upon in Appendix A. Compensation will be based on the proposed price to perform the respective Task. Total compensation for all services rendered by the Consultant under Phase I of this Agreement shall not exceed $_______________, unless authorized by a Change Order duly executed by Consultant and the City. Compensation for subsequent Phases will be determined after the details of each respective Phase have been priced and presented to the City by Consultant and, if accepted by the City, shall be subject to Change Order.

8. **Invoices:** Consultant shall submit a monthly invoice no later than the 15th day of each month for services rendered the previous calendar month. Invoices shall include an attached progress report clearly describing the monthly and cumulative progress for each Phase. Where applicable, invoices shall include a description of services provided, labor categories, and for each labor category the hourly rate(s) and number of hours billed. The City will compensate Consultant for each Phase, or percentage thereof, completed during the invoiced month. The City shall make all reasonable efforts to process payments within thirty (30) days from the date of receipt of each invoice. The City shall give prompt written notice of any disputed invoice amount and shall pay the amount not in dispute.

9. **Insurance:** Consultant agrees to carry the following insurance, with the City clearly designated as additional insured, during the term of this Agreement. Prior to execution of the Agreement, Consultant shall provide proof of the following coverage:

   - Workers Compensation and Employer’s Liability Insurance in compliance with statutory limits;
   - Liability Insurance with $1,000,000 General Liability Coverage
   - $2,000,000 General Aggregate Liability coverage
   - Automobile Liability Insurance including non-owned and hired automobiles with combined single limit of $1,000,000 per accident

Prior to execution of this Agreement, Consultant will furnish certificates of insurance evidencing the above coverage to the City for the City’s review and approval.

10. **Indemnification:** Consultant agrees to indemnify and hold the City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent of its applicable insurance coverage and to the extent that such judgments, losses, damages or expenses are caused by Consultant’s negligent acts, errors, or omissions arising out of its performance of services under this Agreement.

11. **Delays:** Consultant shall not be responsible for failure to perform or for delays in the performance of services that arise out of causes beyond the control and/or without the fault or negligence of Consultant. Consultant shall notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.
12. **Services for Use of City**: Consultant’s services will be performed on behalf of and solely for the benefit and exclusive use of the City and the City’s agents and designees for the limited purpose set forth in the Agreement. The City acknowledges that Consultant’s services require decisions that are not necessarily based upon science, but rather upon judgmental considerations.

13. **Ownership and Use of Documents**: All documents prepared or received by Consultant in its performance of this Agreement, including all drawings, designs, specifications, notes, field notes, computer files, data and other documents shall be delivered to and become the property of City. Consultant agrees not to assert any rights or establish any claim under patent, copyright or other laws with respect to the City’s ownership of said documents and hereby grants the City an irrevocable royalty-free license to all such documents, including the right to use them on any other City projects without additional cost to the City. Consultant bears no responsibility whatsoever for reuse by the City of documents prepared under this Agreement for any other purpose than originally intended, and the City agrees to defend, indemnify, and hold harmless Consultant from all claims, damages and expenses (including reasonable litigation fees and costs) arising out of such reuse or alteration by the City or others acting through the City. Consultant shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of this Agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material or publication through any medium of communication. If the Consultant, or any of its officers, agents, employees or subcontractors, publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the publication.

14. **Confidential Information**: Consultant acknowledges that its services hereunder are being rendered to the City of New Bedford Department of Planning, communications, reports, findings, conclusions, theories, and other work, however characterized, performed by Consultant hereunder is not to be divulged to any person or entity other than Office of City Planner, City of New Bedford, or persons designated by he/she as privileged to receive such information. Consultant further acknowledges that it may receive confidential information as it provides services under this Agreement and agrees that neither it nor its employees, officers, agents, attorneys, subcontractors or other representatives, however described, shall discuss, relay, transmit or otherwise divulge such information in person or by print or electronic media, whether by telephone or e-mail, with or to any person who is not privileged to receive such information by virtue of this Agreement or applicable state or federal law, statute or regulation. This prohibition is absolute, the violation of which will constitute grounds for the City’s termination of this Agreement.

15. **Independent Contractor**: Consultant is an independent contractor, solely responsible for methods and means used in performing the services under this Agreement, and is not an employee, agent, or partner of the City. Consultant is not authorized to enter into any agreement with any party on behalf of the City.

16. **Certifications**: Consultant certifies under the pains and penalties of perjury pursuant to M.G.L. c. 62C, § 49A that the Consultant has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and pursuant to M.G.L. 151A, § 19A(b), has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker’s Compensation, M.G.L. c. 152.

17. **Licenses; Permits**: The Consultant also represents that he is qualified to perform all services required under this Agreement and has obtained all requisite licenses and permits to perform these services.

18. **Appropriations; City’s Obligations**: Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Agreement for the present or any subsequent fiscal year following the fiscal year in which the Agreement is executed are subject to appropriation by the City of funds sufficient to discharge the City’s obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Agreement shall be terminated immediately upon the Consultant’s receipt of notice to said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Agreement for services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The
19. **Records; Inspection:** The Consultant shall maintain books, records and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The City, or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Consultant which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, reviews, and copying of records.

20. **Notices:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail _______________________________ for the consultant and_________________________, for the City.

21. **Representations; Reliance:** In entering into this Agreement, the City and Consultant have relied only upon the representations set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the City or Consultant relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between the City and Consultant.

22. **No Inducement:** Consultant certifies that neither it nor any of its employees, agents, officers, attorneys, subcontractors or representatives, however described, has given, offered or agreed to give any person, corporation or other entity any gift, contribution, offer of employment or other reward as an inducement for, or in connection with, the award of this Agreement.

23. **Solicitation:** Consultant certifies that no person, corporation or other entity, other than a bona fide full-time employee of Consultant, has been retained or hired by Consultant to solicit for or in any way assist Consultant in obtaining this Agreement upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the Agreement to Consultant.

24. **Accounting:** Consultant agrees to maintain internal accounting controls and permit the City to view its audited financial statements in camera at Consultant’s offices upon city’s request.

25. **Waivers:** A waiver by either the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party’s rights with respect to any other or further breach. Forbearance or indulgence of a breach of this Agreement in any form or manner by either the City or Consultant shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

26. **Invalidity; Severability:** The invalidity, illegality or unenforceability or any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and Consultant further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close to possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27. **Termination for Cause:** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure its failed performance or to submit a plan for such cure acceptable to the other party. All notices hereunder shall be delivered by certified mail, return receipt requested.
28. **Termination for Convenience**: The City may terminate or suspend performance of this Agreement for the City’s upon Consultant’s receipt of written notice from the City. Consultant shall terminate or suspend performance on a schedule acceptable to the City, and the City shall pay Consultant for all the services performed through and including the date of Consultant’s receipt of such notice. Upon restart, if performance is suspended hereunder, an equitable adjustment may be made to Consultant’s compensation and schedule. An equitable adjustment shall not apply to work suspended or terminated due to Consultant’s failure to perform in accordance with the terms of this Agreement. Upon termination of this Agreement, with or without cause, Consultant shall, within 14 days, submit to the City all documents and information, as described in Paragraph 13 above herein, in its possession, and shall submit final payment invoice information. The City shall not make final payment until Consultant submits all said documents and information. The City shall place in escrow any amount of the final payment that it disputes is due, and, upon placing said amount in escrow, Consultant shall surrender all said documents and information as though it had been paid in full.

29. **Dispute Resolution**: The City and Consultant agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve by the dispute by direct negotiation or mediation. Any dispute that cannot be resolved by this negotiation will be submitted to mediation conducted in accordance with the current Industry Mediation Rules of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ARD) as they may mutually agree upon. City and Consultant agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement among them, and any party elects thereafter to institute legal proceedings, the forum for any such action relating to this Agreement shall be in courts located in the Commonwealth of Massachusetts, either state or federal.

30. **Successors and Assigns**: The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

31. **Assignment; Transfer of Ownership**: Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. The City reserves the right to terminate this Agreement by written notice in the event of a sale or transfer of ownership in the Consultant’s business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Further, except as noted in the Scope of Services, Consultant shall not subcontract for any service or portion thereof to be rendered under this Agreement without the prior written consent of the City.

32. **Project Manager**: Consultant’s Project Manager shall be available to direct and coordinate activities of the project to ensure that the project progresses on schedule and within the prescribed budget. Any change in Project Manager assigned to the City by Consultant requires the written approval of the City or its designee.

33. **Staffing**: Consultant agrees to staff the project with a sufficient number of qualified personnel (“Project Team”) to assure at all times effective and timely management, administration and superintendence with respect to the services to be provided by Consultant under this Agreement. The City may require replacement of any member of the Project Team and may require increased levels of staffing by Consultant if necessary to achieve proper management, administration, and superintendence. Consultant shall not replace members of the Project Team without prior written consent of the City which consent shall not be unreasonably withheld.

34. **Laws Governing Consultant**: Consultant’s activities hereunder shall be governed by the laws of the Commonwealth of Massachusetts, unless otherwise specified.

35. **Entire Agreement**: This Agreement, together with all Attachments, Appendices, Addenda (if applicable), the Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements, and Certificate as to Payment of State Taxes constitute the entire Agreement between the City and Consultant and supersede all prior written or oral understandings. This Agreement and said Attachments, Appendices, Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements and Certificate as to Payment of State Taxes may only be amended, supplemented, modified or canceled by a written instrument duly executed by the City and Consultant.
36. **Governing Law**: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, unless otherwise specified.

37. **Paragraph Headings**: The paragraph headings in this Agreement are for convenience of reference only and in no way define, increase or limit the scope or intent of any provision of the Agreement.

38. **Authorized Signature**: The undersigned individual, who has signed and executed this Agreement on behalf of Consultant, hereby: 1) represents, warrants, and certifies to the City of New Bedford that he/she is authorized by Consultant to sign and execute this Agreement on its behalf and bind it to the obligations, terms, and conditions of the corporation set forth herein; 2) acknowledges that the City of New Bedford is relying upon such representation, warranty, and certification and will be damaged thereby if he/she is not so authorized; and, 3) agrees to indemnify and hold harmless, personally and in his/her own stead, the City of New Bedford, its officers, agents, attorneys, employees, and representatives, however described or characterized, against and from legal liability for all judgments, losses, and expenses and any and all claims and/or damages, whether direct or indirect, choate or inchoate, that it, or any of them, may incur and/or suffer, if he/she is not so authorized.
IN WITNESS WHEREOF: The City of New Bedford has caused its corporate seal to be hereto affixed and the parties have executed this Agreement, signed this the__________ day of__________, 2019.

(CONSULTANT)_________________ THE CITY OF NEW BEDFORD, MASSACHUSETTS

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>CITY OF NEW BEDFORD, MASSACHUSETTS</th>
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<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td>By:</td>
<td>By: Jonathan F. Mitchell</td>
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<tr>
<td>Title:</td>
<td>Title: Mayor</td>
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CERTIFIED that funds are available

<table>
<thead>
<tr>
<th>By: Robert Ekstrom</th>
<th>By: Tabitha Harkin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Auditor</td>
<td>Title: City Planner</td>
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APPROVED as to Form and Legality

<table>
<thead>
<tr>
<th>By: Eric Cohen</th>
<th>By: Ari Sky</th>
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</thead>
<tbody>
<tr>
<td>Title: Associate City Solicitor</td>
<td>Title: Chief Financial Officer</td>
</tr>
</tbody>
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Purchasing Department

<table>
<thead>
<tr>
<th>By: Susan Bruce</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Director of Purchasing</td>
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</tr>
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