

# Town of Leverett Request for Proposals (RFP)

*For the first of two phases of the development of a Master Plan*

## Table of Contents

Town of Leverett Request for Proposals (RFP)	1
Procurement Calendar	2
Introduction	2
Project Narrative	2
Scope of Services	4
Documents to be Provided by the Working Group	5
Proposal Submission Instructions	5
Evaluation and Selection Process	7
Appendix: The Plan for Phase 2	9
Required Elements of the Master Plan	10
Attachment A: Price Proposal Form	11
Attachment B: Affidavit of Clerk of Corporation Vendor	12
Attachment C: Revenue Enforcement and Protection Certification (REAP)	13
Attachment D: Non-Bribery and Collusion Affidavit	14
Contract	15

## Procurement Calendar

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Released	<b>January 18, 2022</b>	N/A
Written Inquiries Due	<b>February 11, 2022</b>	10:00 am
Proposals Due	<b>February 18, 2022</b>	2:00 pm

### Introduction

The Town of Leverett, Massachusetts seeks professional consulting services to prepare the first phase of a Comprehensive Master Plan (MP) in accordance with MGL Chapter 41, §81D. The successful proposal will come from consultants with a broad knowledge base in land use planning, housing, economic development, cultural asset development, smart growth, open space, historic preservation, municipal services, geographic information services (GIS), climate adaptation, and community resiliency. A more detailed discussion of these additional objectives is contained in the various sections below.

The Town expects that this Master Plan project will require two phases, spanning at least two years, to provide sufficient time for each task and to empower participation from a large number of residents in the process. This project scope covers the first of two phases, to be completed no later than June 30, 2022.

For this project scope, Leverett has a total **not-to-exceed** budget of \$36,000.00 including expenses for the engagement of a Master Plan Consultant. The Town of Leverett has received Community One Stop for Growth planning grant funding for the first year of a Comprehensive Master Plan. The Town plans to develop funding for the second year of the project.

### Project Narrative

The Town of Leverett has no active Master Plan. As a result of two years of exploration by the Town's Revenue Committee, stakeholders from across Town government and the community have agreed that a Master Plan is a high priority action to address issues tasked to committees of volunteer residents who have worked in good faith and with dedication, but without the guidance and shared understanding of a comprehensive plan. These issues include: livability and affordability; capital and disaster planning; a comprehensive review of Zoning Bylaws; social and economic equity impacts of regulation and policy; discussion of whether and how to promote development; assessment of assets, liabilities, and town

services in terms of return on investment to best guide budget allocation; and consensus-building on how to address the property tax rate.

Leverett is located in Franklin County, just north of Amherst. According to the 2020 census, the Town population is 1,865, an increase of 0.8% from the 2010 census. Approximately 1,400 residents are registered to vote, and approximately 17% of registered voters turnout for Annual Town Meeting. The population is 86.6% White Alone (Non-Hispanic), a decrease from 91.3% in 2010. The housing occupancy rate is 93.1%, a decrease from 94.0% in 2010. The Town area is 22.8 square miles, is mainly wooded and residential, with 34 miles of local roads.

Leverett has a Town Meeting form of government, making almost all spending decisions at an Annual Town Meeting at the end of April or the beginning of May. The fiscal year 2021 tax rate is \$19.73 per thousand dollars of assessed valuation. The annual budget of over \$6.2M allocates about 2/3 to elementary and secondary school education. Leverett Elementary School is part of School Union 28 with the towns of Shutesbury, Erving, Wendell, and New Salem. At the middle and High School level, Leverett is part the Amherst Regional school system with the neighboring towns of Amherst, Shutesbury, and Pelham.

The Town has little commercial development, and the lack of infrastructure reduces prospects of commercial growth. The Town has municipally-owned fiber-optic broadband, but limited municipal water and no sewer system. A 2020 survey found both that the community values the rural character of the town, and supports increased commercial development that is small in scale and environmentally sensitive. There is a significant number of home-based businesses and the Town would like to support those enterprises.

Housing stock is limited. However, the Town's rich natural environment, proximity to UMass Amherst and our excellent school system make Leverett an attractive place to live.

The Town envisions completing a Master Plan that will at a minimum provide:

1. Guidance in the near-term (3-5 year horizon) for policy and zoning revisions, and prioritization of public investment in town infrastructure and facilities;
2. Inputs to and coordination with ongoing required updates to town plans including the Open Space and Recreation Plan and the Zoning Bylaws; and
3. Definition of roles, metrics and a process for ongoing oversight and assessment of successful initiatives according to the Master Plan, updates to the Master Plan, and long-term evaluation of the Master Plan.

Once completed, a comprehensive Plan will provide a framework for future regulatory changes, new policies for Town officials, and a guide to optimal investment of monetary resources and the time of staff and volunteers. The latter is particularly important: the Town does not have a large paid staff and thus relies on volunteers from a small population to assist with government needs. A community-wide Master Plan will help focus the actions of

volunteer committees and community organizations on solving the problems we face as a community.

Master Plan creation will fall under the responsibility of the Planning Board, as required by 81D. It will be carried out with the help of an experienced consultant. The Planning Board, in consultation with the Selectboard and with the guidance of the consultant, will create a Master Plan Working Group comprising a cross-section of the community to oversee the work. The Planning Board recognizes that the success of the plan hinges on the ability to fully engage the community and is dedicated to doing so.

The Town desires to make the process as community-based as possible, providing opportunities for learning as well as engaging community discussion. The Town wants to ensure a public participation component to Master Plan preparation that includes broad participation and community awareness of the process.

Finding the right consultant will be critical to the success of this project. The request for proposals will seek qualified planning consultants with experience helping small, rural towns, and in accordance with State contracting regulations.

### **Scope of Services**

The Tasks for the Phase 1 are outlined below. This project scope includes Phase 1, See Appendix for an outline of Phase 2 that is not included in this Scope of Services and will not be funded by the current Community One Stop for Growth planning grant. Meetings may be held in person or virtually, depending on what best suits the needs of meeting participants.

#### **Phase 1**

- Task 1: Establish a Master Plan Working Group, a Process for Transparency and Approval, and Initiate the Project (A minimum of three meetings)
  - The contracted Planning Consultant will assist the Planning Board with recruitment of a Master Plan Working Group.
  - The Consultant will assist the Planning Board on a process for maintaining transparency with stakeholders and for determining the final approval process.
  - The Consultant will review Zoning Bylaws and documents to be referenced as listed in this project scope or identified during the planning process.
  - The Consultant will facilitate a Working Group meeting to discuss the scope of work, timeline, roles and responsibilities.
  - The Working Group will provide previous planning documents for meeting review, and the groups will tour key sites and spaces in town with the Consultant.
- Task 2: Existing Conditions (A minimum of three meetings)

- o The Consultant will facilitate Working Group development of a baseline understanding of existing conditions to organize their research.
- o The Consultant will create a plan for the visioning process in the next task, including collaboration with the Working Group to identify the optimal number of meetings needed for Phase 2.
- o The consultant will include a suggested list of GIS format maps and other data to describe existing conditions as part of their proposal.

***Documents to be Provided by the Working Group***

In Phase 1, the consultant should reference the following documents. (The following is not a comprehensive list but is meant to serve as a preliminary guide; additional studies may or may not be applicable).

- [Zoning By-Laws 2020](#)
- Subdivision Rules and Regulations
- [Assessor’s Property Maps](#)
- [Community Development Plan maps](#)
- [2019 Approved Open Space and Recreation Plan](#)
- [2020 Community Preservation Report and Plan](#)
- [Affordable Housing Trust documents](#)
- [2016 Community Development Strategy](#)
- Capital Planning documents
- Council on Aging documents, including the progress of the Age-Friendly Project implemented by LifePath concurrent to the Master Plan
- Revenue Committee [Summer 2020 Town-wide Survey](#)
- Revenue Committee [FY21 Year-end Report](#)
- Social Justice Committee [Town Government Survey Results, March 2021](#)

**Proposal Submission Instructions**

- **Submission deadline:** The final deadline for proposal submission, modification and withdrawal is 2/18/2022 at 2:00 PM.
  1. Failure to submit the required forms on time will result in the rejection of the proposal.
  2. If on the date and time of the submittal deadline the Town Hall is closed due to an uncontrolled event such as fire, snow, or building evacuation, the submittal deadline will be postponed until 2:00 p.m. on the next business day.

3. Prior to the submission deadline, proposers may correct or modify or withdraw a proposal by written notice to the Town Administrator at the address specified above.
  4. No proposer may withdraw their proposal after the submission deadline without the consent of the Town.
- A proposal must include the following:
    1. A technical proposal signed by the submitter, enclosed in an envelope that is sealed and plainly marked on the outside with the name of the proposer and “Town of Leverett Master Plan Technical Proposal”. The proposal must be signed as follows:
      - If the proposer is an individual, by him/her personally, or
      - If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner, or
      - If the proposer is a corporation, by the president/vice-president and the treasurer/assistant treasurer or any other authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed (see Attachment B).
    2. Price Proposal Form (Attachment A) properly completed and executed, submitted in a separate, sealed envelope, clearly marked on the outside with the name of the proposer and “Town of Leverett Master Plan Price Proposal”.
    3. Affidavit of Clerk of Corporation Vendor (Attachment B) properly completed and executed.
    4. Revenue Enforcement and Protection Certification (RESAP) (Attachment C) properly completed and executed.
    5. Non-Bribery and Collusion By-Law Affidavit (Attachment D) properly completed and executed.
  - All proposals shall be unconditional.
  - It is the sole responsibility of the proposer to ascertain the existence of any addenda and/or modifications disseminated by the Town, whether or not the same are mailed to, or received by, proposer. The Town accepts no liability for and will provide no accommodations to proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Proposers may contact the Town Administrator in the event this RFP is incomplete or the proposer is having trouble obtaining any part of the RFP.

- Proposers with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFP information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing and accommodation will be made by agreement.
- The Town of Leverett may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection is in the best interest of the Town.
- Questions concerning this RFP must be submitted in writing by 10:00 am on February 18, 2022, either by email to [townadministrator@leverett.ma.us](mailto:townadministrator@leverett.ma.us), or by mail to:

Town of Leverett  
Attn: Marjorie McGinnis, Town Administrator  
PO Box 300  
Leverett, MA 01054

### **Evaluation and Selection Process**

Evaluation of proposals will be based upon information provided in the proposals, obtained on-site visits, and from other generally available and verifiable information. Proposals will be evaluated based upon the following minimum and comparative criteria. The Town will offer to sign a contract with the proposer who submits the most advantageous proposal based on consideration of specified minimum and comparative criteria. The Town, through the Town Administrator or designee(s), will evaluate proposals in accordance with the evaluation criteria set forth in this RFP. The Selectboard is the awarding authority, and will select the most advantageous proposal, taking into consideration the evaluation criteria and the price.

**Minimum Criteria:** Each proposal must meet all of the following criteria in order to be considered for further evaluation. Proposals that do not meet the Minimum Criteria will be judged non-responsive and will not be reviewed further.

- Proposer must have/be a responsive and responsible bidder
- Proposer must submit all required forms properly completed and executed
- Proposer must submit all required explanations and documentation
- Proposer must meet all the material and mandatory terms and conditions of the Town's service contract

**Comparative Criteria:** The following criteria will be used to select a consultant from those meeting or exceeding the Minimum Criteria.

- Master Plans
  - The highly advantageous proposer will have developed four or more municipal master plans.

- An advantageous proposer will have developed one to three municipal master plans.
- A disadvantaged proposer has never developed a municipal master plan.
- References
  - The highly advantageous proposer will have four or more positive professional references from similarly sized municipalities for master plan work.
  - An advantageous proposer will have one to three positive professional references from similarly sized municipalities for master plan work.
  - A disadvantaged proposer will have no positive professional references from similarly sized municipalities for master plan work.
- Resumes of principal engagers
  - The highly advantageous proposer will have an AICP or other professional planning designation.
  - An Advantageous proposer will be working on an AICP or other professional planning designation
  - A disadvantaged proposer will not have any professional planning designations.
- Zoning Knowledge
  - The highly advantageous proposer will have 5+ years of experience with Massachusetts General Laws pertaining to zoning and sub-divisions.
  - An advantageous proposer will have some experience with Massachusetts General Laws pertaining to zoning or sub-divisions.
  - A disadvantaged proposer will have no experience with Massachusetts General Laws pertaining to zoning and sub-divisions.

This RFP is issued pursuant to G.L. c. 30B. The Town reserves the right:

- To request clarification of proposal terms or additional information after the Submission Deadline.
- To waive any informality, reject any or all bids, or accept any bid which they deem to be in the best interest of the Town of Leverett.
- To request additional information from any and all proposers if it is deemed necessary in order to identify the most advantageous proposal.
- To award the purchase to the proposer offering the most advantageous combination of characteristics and purchase price, and shall not be required to award the purchase to the proposer offering the lowest price.
- To negotiate the purchase price and other terms with the selected proposer in a manner not prejudicial to fair competition.
- To interview one or more proposers as part of their evaluation.



## **Appendix: The Plan for Phase 2**

The Consultant will lead the Leverett community through a meaningful and highly public process to address challenges and opportunities to collectively define Leverett's short- and long-term future. The process must generate a living master plan document that provides the Town with a prioritized and actionable implementation strategy and a sustainable long-term vision that embraces the character and culture of the community.

The Consultant will develop and implement a carefully crafted engagement strategy to ensure that Leverett stakeholders and residents participate in a range of activities that effectively determine the input necessary to prepare the Master Plan. The strategy must also include engagement and coordination with ongoing plans and town initiatives. A variety of engagement methods could be employed including community-wide surveys; interviews with town committees, boards, residents, and stakeholder groups; visioning charrettes, informational sessions.

The following tasks will form the basis for Phase 2 of the Master Planning Process, which will be carried out under a subsequent contract. These tasks are not included in this RFP, although they continue where this RFP Scope of Services ends.

- Task 3: Community Visioning
  - The Consultant and the Working Group will organize and sponsor in-depth conversations in person and online with community members, and synthesize outputs of these conversations to develop a goals and policies statement that will establish a guiding vision for the Town for the next thirty years.
- Task 4: Options, Trade-offs, and Choices
  - The Consultant and the Working Group will use the outputs of Tasks 3 and 4 to develop a statement of options for the community to consider. Anchored by the elements of 81D, the statement will include an explanation for each option of required investment, required policy and regulation changes, and expected outcomes and impact.
  - A second period of community conversations would dive into these options, their trade-offs, and pathways to final recommendations, in order to facilitate community-driven choices that will inform the draft plan.
- Task 5: Draft Plan and Implementation Plan
  - The Consultant will guide the Working Group in the production of a draft comprehensive plan that brings together the collective understanding of existing conditions, implications for the Town's future, the draft goals and policy statement, and community choices made in Task 5. This draft will include an implementation plan that charts a series of actions and strategies.
  - The Working Group will seek public comment on the draft, and will work with the Consultant to synthesize public comment with a final document that

- o reflects community input.
- o The Consultant will also help with additional research and resources, precedents, maps, illustrations, and layout.
- Task 6: Approval and Final Plan
  - o The Planning Board will review the draft plan and take it through the plan approval process decided during Task 1.
- Task 7: Implementation, Assessment & Evaluation
  - o Implementation: belongs to each committee or board
  - o Assessment & Evaluation: Working Group with Consultant will establish a procedure for periodic review
  - o Implementation and Evaluation: establish a schedule of reports and community outreach activities to ensure transparency and the collection of feedback, measurements of success, assessment of barriers, and the process of revising the plan in response to changing conditions.

***Required Elements of the Master Plan***

The plan must contain the components of a Master Plan as outlined in the current requirements of MGL Chapter 41 Section 81D. These requirements include (but are not limited to) the following elements:

1. Goals & Policies
2. Land Use
3. Housing
4. Economic Development
5. Natural & Cultural Resources
6. Open Space and Recreation
7. Services and Facilities (municipal and capital)
8. Circulation (Transportation)
9. Implementation

The finished MP must also include additional elements of concern to the Town:

1. Climate Adaptation and Sustainability
2. Social and Economic Equity
3. Energy, as a topic within the standard Services and Facilities element
4. Regionalization of Town services

The finished MP shall also identify any portions of the Town’s Rules and Regulations Governing Subdivision Control, Zoning Ordinances and Planning Board Rules and Regulations that may need to be updated in order to be consistent with the findings and recommendations of the MP.

Each community Master Plan element will be developed with the aim of making Leverett a more sustainable and resilient community, prepared for environmental, economic, and demographic change for the next decade and beyond.

**Attachment A: Price Proposal Form**

To the Awarding Authority:

A. The Undersigned proposes to work with the Town on Phase 1 of the project to develop a Master Plan, in response to the Town of Leverett's Request for Proposal, for the price listed below in accordance with the terms and conditions of the Request for Proposals.

B. The proposed contract price is

\_\_\_\_\_ dollars  
(\$\_\_\_\_\_).

This price includes the parcel(s) and all amenities required by this RFP.

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

Name of Proposer: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

City, State, and  
Zip: \_\_\_\_\_

Phone and Fax  
Nos. \_\_\_\_\_

(Note: This form must be submitted in a separate, sealed envelope.)

**Attachment B: Affidavit of Clerk of Corporation Vendor**

I, \_\_\_\_\_ certify as follows:

1. I am the Clerk of \_\_\_\_\_ which is duly organized and incorporated under the laws of Massachusetts.
  
2. That the names, residential addresses and title of the officers of the above-named corporation are as follows:

President: \_\_\_\_\_

Address: \_\_\_\_\_

Vice President: \_\_\_\_\_

Address: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_

Resident Agent: \_\_\_\_\_

Address: \_\_\_\_\_

3. That the above-named corporation was incorporated on \_\_\_\_\_

4. That the Corporation's Federal Tax Identification Number is \_\_\_\_\_

5. That the above-named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the Secretary of the State of \_\_\_\_\_ (if incorporated in another state)

6. That I, \_\_\_\_\_ have been authorized by a Corporate Vote, a copy of which is attached, to sign as agent for said corporation.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

\_\_\_\_\_  
Clerk

**Attachment C: Revenue Enforcement and Protection Certification (REAP)**

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

ENTITY NAME: \_\_\_\_\_

By: \_\_\_\_\_

Authorized signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name of person signing above (type/print)

\_\_\_\_\_

Business address

\_\_\_\_\_

Telephone Number

**Attachment D: Non-Bribery and Collusion Affidavit**

I, \_\_\_\_\_, on oath depose and state that  
(name of person signing proposal)

neither I nor any employees, officers or directors of \_\_\_\_\_  
(name of vendor)

have been convicted of any violations described as follows:

- a) Bribery or attempting to bribe a public officer or employee of the Town of Leverett, the State of Massachusetts, or any other public entity, including but not limited to the Government of the United States, any state, any local government authority in the United States in that officer's or employee's capacity, or
  
- b) An agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise.

I further state that neither I nor any employees, officers or directors of \_\_\_\_\_  
(name of vendor) have made an admission of guilt of such conduct in paragraphs (a) or (b) above, which is a matter of record, but has been prosecuted for conduct, has made an admission of guilt or such conduct which term shall be construed to include a plea of nolo contendere.

\_\_\_\_\_  
Signature of person signing proposal

This affidavit in the case of a business entity shall be executed by, in the case of partnership, the general partner(s), and in the case of a corporation, the president.

Signed under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Contract**  
**TOWN OF LEVERETT**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (this "Agreement") between the **Town of Leverett**, a Massachusetts municipal corporation with a mailing address of PO Box 300, Leverett, MA 01054, acting by and through its Selectboard (the "Town"), and \_\_\_\_\_, a Massachusetts \_\_\_\_\_ with a mailing address of \_\_\_\_\_ (the "Contractor"), is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"). The Town and the Contractor are together the "Parties" and individually a "Party." In consideration of the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE 1: SCOPE OF SERVICES**

The Town hereby retains the Contractor and the Contractor hereby agrees to provide professional \_\_\_\_\_ services for the Town as set forth in Exhibit A (the "Scope of Services"). The Contractor agrees that time is of the essence of this Agreement.

**ARTICLE 2: PERFORMANCE STANDARD**

In the performance of the Scope of Services, the Contractor, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as best practices by members of the same profession currently practicing under similar conditions in the same locality. Substandard services shall be deemed a breach of this Agreement. By entering this Agreement, the Contractor represents to the Town that it has the skill, qualifications, experience, equipment, and manpower necessary to complete the Scope of Services.

**ARTICLE 3: TERM**

This Agreement shall commence on the Effective Date and continue until completion of the Scope of Services, or \_\_\_\_\_, 2022, whichever occurs first (the "Term"), unless such term is extended by mutual agreement of the Parties.

**ARTICLE 4: TERMINATION**

This Agreement may be terminated before the expiration of the Term as follows:

- (a) By mutual written agreement, duly entered by the Town and the Contractor, upon such terms and conditions as may be acceptable to the Parties at the time of termination; or
- (b) At any time, by the Town for convenience, in its sole and absolute discretion.

If this Agreement is terminated by the Town, the Contractor shall be entitled to



compensation for services rendered up to the date of such termination.

**ARTICLE 5: COMPENSATION**

- (a) The Town shall pay the Contractor within thirty (30) days after receipt of an invoice, and based upon the fee schedule provided in Exhibit A.
  
- (b) The Town shall not be obligated to pay more than \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in the aggregate for the Scope of Services.

**ARTICLE 6: AVAILABILITY OF FUNDS**

The compensation provided by this Agreement is subject to the continued availability of Town funds and appropriations and the continued availability of any other funds anticipated or earmarked for the work hereunder.

**ARTICLE 7: CONTRACT DOCUMENTS**

The following documents form the entire contract between the Parties and all are as fully a part of this Agreement as if attached to hereto or repeated herein:

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 8: INSURANCE**

The Contractor shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Section herein entitled Indemnity. All insurance shall be by insurers and for policy limits acceptable to the Town and, before commencement of work hereunder, the Contractor agrees to furnish the Town with certificates of insurance or other evidence satisfactory to the Town 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 or 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 Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGE LIMITS OF LIABILITY	
Workers' Compensation	Statutory Limit

Employers' Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

The Town 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.

**ARTICLE 9: INDEMNITY**

- a. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the Town, Selectboard, and its respective duly elected or appointed officials, agents and employees (referred to collectively as "Town") from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any subcontractor of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Town, that otherwise may exist under statute or in law or equity.
  
- b. Contractor assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the Town from all demands made against the Town by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.
  
- c. The Contractor shall defend, indemnify, and hold harmless the Town from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to **Fair Labor Standards Act and Massachusetts Prevailing Wage Law.**

d. The indemnification obligations of the Contractor and subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or subcontractor under any federal or state law.

e. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Town all reasonable attorney fees, costs and other litigation expenses incurred by the Town in enforcing its rights as a result of said breach in addition to any damages for said breach.

**ARTICLE 10: MODIFICATION, WAIVER OR CHANGE**

No modifications, waiver or change shall be made in the terms and conditions of this Agreement, except as may be mutually agreed upon in writing by all parties hereto.

**ARTICLE 11: SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto.

**ARTICLE 12: MARGINAL HEADINGS, PRONOUNS**

The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

**ARTICLE 13: VIOLATION OF LAW**

The Contractor shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

**ARTICLE 14: NONDISCRIMINATION**

The Contractor shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

**ARTICLE 15: GOVERNING LAW**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**ARTICLE 16: VENUE AND JURISDICTION**

Venue and jurisdiction of any action will only be brought in the Commonwealth of Massachusetts, County of Franklin.

**ARTICLE 17: ENTIRE UNDERSTANDING**

This Agreement, together with the attachments hereto, if any, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

**ARTICLE 18: SEVERABILITY**

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from

the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

**ARTICLE 19: LICENSES AND FEES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required to conduct the activities pursuant to this Agreement and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

**ARTICLE 20: COMPLIANCE WITH THE LAW**

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government such provisions being incorporated herein by reference, provided however, the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances on the subject.

**ARTICLE 21: ACCESS TO RECORDS**

Contractor will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by the Town or its authorized representative.

**ARTICLE 22: RIGHTS AND REMEDIES**

The Town's rights and remedies provided in this Agreement are in addition to any other rights and remedies provided by law.

**ARTICLE 23: RIGHT TO MATERIALS AND DATA**

Upon the expiration or the termination of this Agreement for any reason, all data, documents, drawings, schematic designs, specifications, reports, estimates, summaries, and other work product which have been accumulated, developed or prepared by the Contractor (whether completed or in process) shall become the property of the Town and the Contractor shall immediately deliver or otherwise make available all such material to the Town in formats chosen by the Town.

**ARTICLE 24: RELATIONSHIP OF THE PARTIES**

The Parties acknowledge and agree that the Contractor is an independent Contractor and no employee or agent of the Contractor shall establish an employee/employer relationship with the Town or be entitled to receive any benefits from the Town. Nothing in this Agreement shall be construed to create a relationship between the Contractor and the Town of a partnership, association, or joint venture.

**ARTICLE 25: CONFLICT OF INTEREST**

The Contractor's attention is called to M.G.L. c. 268A. The Contractor shall not act in collusion with any Town officer, agent, employee, or any party regarding this Agreement, nor shall the Contractor make gifts regarding this Agreement or any other matter in which the Town has a direct or substantial interest.

**ARTICLE 26: CERTIFICATION AS TO PAYMENT OF TAXES**

*Pursuant to M.G.L. c. 62C, § 49A, by signing this Agreement the Contractor certifies under penalties of perjury that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and Contractors, and withholding and remitting of child support.*

**ARTICLE 27: NOTICE**

Except as otherwise provided in this Agreement, any notices given under this Agreement shall be addressed as follows:

If to the Town:

Town of Leverett

ATTN: Marjorie McGinnis, Town Administrator

Email: [townadministrator@leverett.ma.us](mailto:townadministrator@leverett.ma.us)

If to the Contractor:

ATTN: \_\_\_\_\_

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

Notice shall be deemed given: (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by U.S. first-class or certified mail; (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required; (c) upon the date personal delivery is made; or (d) upon the date when it is sent by email, if the sender receives reply email confirming such delivery has been successful and the sender mails a copy of such notice to the other Party by U.S. first-class mail on such date.

**EXECUTION IN COUNTERPARTS**

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

**Town of Leverett**

\_\_\_\_\_

By:

\_\_\_\_\_  
Name:

By:

\_\_\_\_\_  
Name:

By:

\_\_\_\_\_  
Name:

By:

\_\_\_\_\_  
Name:

Title:

## **Exhibits**

- A. Scope of Services
- B. Certificate of Non-Collusion
- C. SOMWBA Certification

## **Exhibit A**

### **Scope of Services**

- Phase 1, Task 1: Establish a Master Plan Working Group, a Process for Transparency and Approval, and Initiate the Project (A minimum of three meetings)
  - The contracted Planning Consultant will assist the Planning Board with recruitment of a Master Plan Working Group.
  - The Consultant will assist the Planning Board on a process for maintaining transparency with stakeholders and for determining the final approval process.
  - The Consultant will review Zoning Bylaws and documents to be referenced as listed in this project scope or identified during the planning process.
  - The Consultant will facilitate a Working Group meeting to discuss the scope of work, timeline, roles and responsibilities.
  - The Working Group will provide previous planning documents for meeting review, and the groups will tour key sites and spaces in town with the Consultant.
- Phase 2, Task 2: Existing Conditions (A minimum of three meetings)
  - The Consultant will facilitate Working Group development of a baseline understanding of existing conditions to organize their research.
  - The Consultant will create a plan for the visioning process in the next task, including collaboration with the Working Group to identify the optimal number of meetings needed for Phase 2.
  - The consultant will include a suggested list of GIS format maps and other data to describe existing conditions as part of their proposal.



**Exhibit B**

**Certificate of Non-Collusion**

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

---

Signature of person signing bid or proposal

---

Printed Name of person and title

---

Company name

---

Date

**Exhibit C**

**SOMWBA Certification**

Date of Certification by State Office of Minority and Women Business Assistance  
(SOMWBA)

---

---

---

Authorized Signature

Date

---

Printed Name