

**REQUEST FOR PROPOSALS
CONSULTANT SERVICES**
Town of Medfield

The Town of Medfield through its Planning Board is soliciting proposals from qualified individuals and/or applicants to provide on call Consulting Engineering services.

All applicants/individuals interested in providing these professional services may obtain a copy of the Request for Proposals by mail from Sarah Raposa, AICP, Town Planner, 459 Main Street, Medfield, MA 02052, by phone at (508) 906-3027 or by email at sraposa@medfield.net. Copies of the RFP are also available at the Town House (459 Main Street, Medfield, MA) during regular business hours.

All proposals are due on **Monday, July 15, 2019, at 12:00 PM**. One (1) original (unbound), eight (8) bound copies, and one (1) electronic copy (on a flash drive) of the proposal must be submitted to Sarah Raposa in the Planning Board office by this date and time. All submissions must be clearly labeled "PB ENGINEERING CONSULTANT" on the exterior of the envelope. A separate fee proposal must be received at the same time in a separate, sealed envelope marked "PB ENGINEERING CONSULTANT FEE PROPOSAL." Late proposals will not be accepted. The Planning Board reserves the right to reject any or all proposals.

Upon selection of the successful candidate the Planning Board will make recommendation to the Board of Selectmen who will in turn execute the contract.

SARAH LEMKE, CHAIR
MEDFIELD PLANNING BOARD

TOWN OF MEDFIELD

REQUEST FOR PROPOSALS (RFP)

Released June 4, 2019

In accordance with Chapter 30B, Section 6 of the Massachusetts General Laws, it is the intention of the Town of Medfield, to retain the services of an Applicant to provide on call Consulting Engineering services for the Planning Board.

Project: Retaining outside Consulting Engineering Services for the Planning Board

Background: The Town's Subdivision Rules and Regulations and Zoning Bylaw are available in the Planning Board office during regular business hours or by contacting Ms. Sarah Raposa, AICP, Town Planner, 459 Main Street, Medfield, MA 02052, by phone at (508) 906-3027 or by email at sraposa@medfield.net.

Scope:

- Engineering review services of site plan and subdivisions submissions
- Site visits to review current conditions, preliminary layouts, conditions during construction, and conditions at end of project as requested by the Board
- Review Applicant's submittals and plans for conformance to the Town's bylaws and Rules & Regulations requirements relating to any utilities, stormwater drainage, fire protection services, traffic studies, landscaping plans, lighting plans and general engineering standards.
- Prepare a written report to be submitted to the Planning Board
- Provide special sub-consultant services as may be required
- Present findings at the Planning Board's public hearings
- Attend Planning Board night meetings when applicable
- Review additional submissions by applicants
- Perform construction review services when applicable
- Complete cost and site reviews required to set and adjust surety amounts

Multi-Year Contract time frame: Initial one year agreement, with the Town retaining the "sole" option for two additional one (1) year renewals.

I. Submission Requirements:

All Proposals shall be submitted in a **sealed envelope** marked "PB Engineering Consultant" containing all relative information. Fees or rate schedules should be in a separate envelope so marked.

This Proposal Request is qualification driven.

1. The Proposal cover letter should include reference to an approximate start date, staff assignments to the Town should the Applicant be selected and an *agreement be executed*, acknowledgement of any Addenda (*if issued*).

2. The Town requests Companies to identify all key personnel, specialists, and/or individual consultants with similar project tasks that will be utilized on this project as the “**Town’s Team**”, including the proposed “Engineer” to be assigned to the Town’s Contract. *This letter should include a listing of any proposed outside Applicants planning to co-host the project with the Applicant.* This background information should also include specific reference to working with **municipal boards** over the last five (5) years. Of particular interest to the Town would be Planning Board work.
3. Applicants responding to the Town’s RFP (Applicants) should provide detailed information on the Applicant, the licensed Team being proposed, resumes, references and work relative to Engineering Consulting Services to local Municipal Boards completed during the last five (5) years in the Commonwealth of Massachusetts.
4. The Town will also require a proven track record of providing a project on time, as well as, relevant information the Town deems desirable.
5. A Project time-line including commitments for turn around time for generic tasks inherent to this RFP should be included in the Proposal indicating how the Applicant will approach the work with the Town. The Project time-line portion of the proposal should also include a statement listing any items, or **requirements that the Town would have to make available** (if applicable).
6. In addition to the above, the Proposal must include all of the *required signed state forms* and statements indicating thorough knowledge of the Massachusetts State Building Code, the Americans with Disabilities Act, and M. G. L. Chapter 149 and Chapter 149A, c193 of the Acts of 2004; and Town of Medfield Zoning Bylaw and Subdivision Rules and Regulations; M.G.L. Chapter 41 section 81 (Subdivision Control Law); M.G.L. Chapter 131, section 40 (Wetlands Protection Act) and its Rules and Regulations 310 CMR 10.00 and Article IX of the Town’s Bylaw: Medfield Wetlands Bylaw and its Rules and Regulations. ****see sample forms in this RFP**
7. Any Applicant desiring consideration that has not provided all initial submittal requirements and met the minimal qualifications and submittal deadline may be determined to be non-responsive and may be disqualified from any further review.
8. Interested Applicants shall submit one (1) original (unbound), eight (8) copies and one (1) electronic copy (on a flash drive) of the Applicant’s Proposal with the signed required forms, the requested proposal information and a cover letter in a sealed envelope marked “PB Consulting Engineering Services” by the submittal deadline to:

Sarah Raposa, AICP, Town Planner
Town of Medfield
459 Main Street
Medfield, MA 02052
508-906-3027

Deadline for submission of proposals is **Monday, July 15, 2019, at 12:00 PM.**

II. Minimum Qualifications/ Rating Information

Part I.

The award of this agreement is based on a Qualification Based Selection (QBS) Process. All Applicants must possess and provide evidence within the Proposal submitted that they have all of the following “initial” minimum qualifications to be considered as “responsive”:

The Town will rate all proposals based on the qualifications for all team members listed in each proposal submittal responding to the RFP.

A “responsive rating” shall be given to all proposals received prior to the deadline for submittal; having submitted all of the appropriate signed documents, and the required information the Town is looking for. Those proposals assigned with a “responsive rating” shall be further evaluated.

Those proposals received after the deadline for submittal, or those proposals received that are missing the required signed forms, may **not** be considered for any evaluation by the Town. These proposals will be classified as being “non-responsive.”

- A Massachusetts Registration and/or License in all applicable disciplines for all members of the proposed Team to be assigned to the Town.
- The Town will require all Applicants to confirm thorough knowledge of the Massachusetts State Building Code, the Americans with Disabilities Act, and M. G. L. Chapter 149 and Chapter 149A, c193 of the Acts of 2004; and Town of Medfield Zoning Bylaw and Subdivision Rules and Regulations; M.G.L. Chapter 41 section 81 (Subdivision Control Law); M.G.L. Chapter 131, section 40 (Wetlands Protection Act) and its Rules and Regulations 310 CMR 10.00 and Article IX of the Town’s Bylaw: Medfield Wetlands Bylaw and its Rules and Regulations by completing and signing the *forms* in this RFP. (*see required sample forms in RFP)
- The Applicant and any Consultants/Subcontractors must have completed consulting Engineering review services for Municipal Boards with a minimum of Five (5) years of related experience .
- Applicants applying must provide evidence of sufficient levels of staff to achieve the proposed *schedule*. *This information should be supplied within the proposal*. The Team should be listed in the cover letter or specific index within the proposal together with the time frame in percents (%) for staff availability to the Town.

Part II.

If the proposal rates as “responsive” the Town will further take into consideration the following: Consultant selection will be based on qualifications. The qualifications package will illustrate the Consultant’s competence, ability and qualifications to accomplish this type of project. Interested Consultants must provide the information for each category below.

A. Minimum Qualifications

1. Consultants overall experience in assisting municipal boards that have similar needs as the Town Of Medfield with Consulting Engineering Services.

2. Consultant's staff qualifications. The Applicant or team must provide **MA registered/licensed** staff qualifications/experience in all relevant disciplines, including: landscape architecture, civil, structural and traffic engineering, and land surveying. Identify and **provide resumes** for project manager and his/her support staff. Identify any and all third party contractors and scope of services contracted out. Tell us what areas are to be subcontracted and to whom.
3. Consultant should provide evidence and references that would indicate the Applicant's ability to complete work on time with a high level of quality control. This should include the Applicant's ability to respond to state, federal, and local standards to meet project schedules/timelines with a high level of quality control including Applicant's approach to effective project management; identify project manager/team's workload; team and Applicant's ability to handle current workload and anticipated workload under this contract; Applicant's commitment to meeting the required timelines and maintain a high level of quality control.
4. Consultant Applicant's ability to provide specialized services. This should include the ability of the Applicant to integrate various specialties such as engineering, landscape architecture, traffic review, urban design, lighting, storm water reviews, as well as, zoning etc.
5. Consultant Applicant's use of technology. This should include the Applicant's ability to use AutoCAD technology, including current, active use of, or access/availability to, innovative technology, GIS services, and equipment in the performance of project obligations to increase project efficiency and reduce project time/costs, employing enhanced photography, graphics, and illustrations/renderings for public presentations.

B. Technical Proposal – Work Plan

The Technical Proposal will illustrate the Consultant's understanding of the project and the Consultant's approach to the work. Technical Proposals must include the following components:

1. Title Page – Should include the RFP subject, the consultant's name, address, and email and telephone number of the contact person and the date of the proposal.
2. Executive Summary - Should include an overview of the company, or consulting team completing the work and the highlights of the areas addressed in the proposal.
3. Project Scope - Outline the consultants understanding of the project requirements.
4. Project Approach – Explain the Consultant's approach to the project, the concerns and issues to be addressed, and describe the use of, and interaction with, other Consultants working on other aspects of the project. The Consultant's specific project approach and project methodology must establish a clear and precise path to achieving the Town's stipulated goal for each board.
5. Sub-Consultants - Proposals contemplating the use of sub-consultants must include the information requested under A. Qualifications in items 1-5 for each sub-consultant.

III. Evaluation and Selection Criteria

The proposals will be reviewed by the Planning Board.

Each proposal will be evaluated on the selection criteria listed in the RFP. The Board will complete a short list of finalists, *not less* than three (3) Applicants, which will be invited for interviews.

Following the completion of the interviews, the Planning Board will take the matter under advisement and ultimately make the award.

- *SELECTION*

Applicants will be further evaluated using the Evaluation Criteria by the measures set forth below.

A rating of *Advantageous* or *Highly Advantageous* will be assigned to responses.

1. Related Experience: Applicants having successful experience in completing Engineering and Consulting Services for one (1) City and/or Town in the Commonwealth of Massachusetts similar in size over the last *five (5) years* shall be considered responsive.

An applicant having successful experience in completing Engineering and Consulting Services for a minimum of two (2) Cities and/or Towns in the Commonwealth of Massachusetts similar in size over the last *five (5) years* shall be considered advantageous.

An applicant having successful experience in completing Engineering and Consulting Services for a minimum of three (3) Cities and/or Towns in the Commonwealth of Massachusetts similar in size over the last *Ten (10) years* shall be considered highly advantageous.

- 1A. Individual Project Manager Staff Experience: Applicants assigning a MA. Registered/licensed Project Manager to the Town's Project who has completed Engineering Consulting Services for a City or Town in the Commonwealth of Massachusetts similar in size over the past *five (5) years* shall be considered as responsive.

Any applicant assigning a MA. Registered/licensed Project Manager to the Town's Project who has completed Engineering Consulting Services for a minimum of two (2) Cities or Towns in the Commonwealth of Massachusetts similar in size over the past *five (5) years* shall be considered as advantageous.

Any applicants assigning a MA. Registered/licensed Project Manager to the Town's Project who has completed Engineering Consulting Services for a minimum of three (3) Cities or Towns in the Commonwealth of Massachusetts similar in size over the past *ten (10) years* shall be considered as highly advantageous.

2. References: The Town will contact selected references from past projects that it deems most applicable to this work. In particular, the Town would like references from Clients having direct project administration work with the Applicant from a Municipality in the Commonwealth of Massachusetts similar in size. This may include references on projects of key subcontractors. The Town reserves the right to select the references at random. Applicants having achieved successful project experiences (*ability to collaborate and deliver a project on time and within budget*) will be considered responsive.

Applicants having achieved successful project experiences (*ability to collaborate and deliver a project on time and within budget*) from two (2) but less than three (3) references for a City or Town in the Commonwealth of Massachusetts similar in size will be assigned an advantageous rating.

Applicants having achieved successful project experiences (*ability to collaborate and deliver a project on time and within budget*) from three (3) or more references for a City or Town in the Commonwealth of Massachusetts similar in size will be assigned a highly advantageous rating.

3. Work Plan: Applicants shall submit a plan of services in the Proposal to include start date, staffing, and any out side consultants/subcontractors.
4. Fees:
 - a. Provide hourly rates for each project team member.
 - b. Provide hourly rates for any subcontractor work that may be required.
 - c. Indicate any other fees or incidental unit costs that may be required.
 - d. Indicate any flat fees or minimum daily charges that may be required.

Current Process: Upon receipt of an application, the Town Planner will send a copy of all materials submitted to the Engineering Consultant. A public hearing will be noticed and the Planning Board, in accordance with such notice, will open the public hearing. The time between the submittal of the application and the public hearing is a minimum of 3.5 weeks. The Board requires a report from its consulting engineer at least one week prior to the hearing. Based on this please submit how the Applicant would address the work action plan.

5. Staffing: The Town will use the Work Plan to determine a rating to be given for a clear plan of service and time line and listing of staff available based on the Work Plan submission.

IV. Rule for Award

The Board shall prepare a short-list of responsive, qualified individuals/applicants, to be selected for interviews with the Board and possibly the Town Administrator and/or Assistant Town Administrator.

Once the interviews are completed, the Board will make a recommendation based on all the qualifications and background information listed in the RFP, results of the interview process, reference checking, and monetary rates to the Board of Selectmen as to the selected Applicant.

Any additional future services or changes in the scope of services initially negotiated shall be adjusted by way of a contract amendment. All contract changes or amendments must be approved in advance by the Planning Board and/or Board of Selectmen.

The Board reserves the right to accept any and all proposals and to waive all informalities in a proposal, to reject any and all proposals, and to award a contract in the best interest of the Town. The award of the contract and any renewal options may be subject to an appropriation.

V. Interview

The proposed Team being assigned to the Town’s Project should plan to attend and participate in the interview (anticipated for the evening of Monday, August 19, 2019). The Board will conduct interviews at a regularly scheduled Planning Board meeting at the Town House, 459 Main Street. The interview time will be split allowing a maximum of 20 minutes for presentation (as all committee members will be familiar with the Applicant presenting) and 15 to allow for any questions.

VI. Engineering Fee

The fee for the Project shall be an hourly rate and shall include any cost associated for telephone, electronic communications, fax, postage, courier/special handling and delivery fees, photographs, cost estimators renderings, models and mock-ups, expense of additional insurance *including* professional liability insurance (minimum \$1,000,0000), travel/mileage, or photocopying and reproduction.

The fee submittal must include all expenses, and any costs associated for the required Professional Liability Coverage’s.

At the time of contract, the Town will look to the Applicant to provide a list of hourly rates for the *staff* assigned to the Town. This listing will be appended to the formal agreement and used for any contract amendments.

Medfield Planning Board Consulting Engineering Services Timeline	
RFP Released	Tuesday, June 4, 2019
<i>The Press & Central Register</i> Notice	Friday, June 21, 2019
Q’s due	Thursday, July 11, 2019 at 12 pm
A’s posted	Friday July 12, 2019 at 1 pm
Proposals Due	Monday, July 15, 2019 at 12 pm
PB Review, Score, Shortlist	Monday, August 5, 2019
Interviews	Monday, August 19, 2019
Selection	Monday, September 16, 2019
Execute Contract	January 2020

VII. Required Statements/Forms

Per M.G.L. c.7 section 38H(e) and the Town of Medfield. The following three (3) statements must be signed individually and included in Proposal submittal:

CERTIFICATE OF NON-COLLUSION

The Designer/Engineer certifies under penalties of perjury that it has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. 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. Furthermore, the Designer/Engineer certifies under the penalties of perjury that throughout the duration of the contract, it will not have any financial relationship in connection with the performance of this contract with any materials manufacturer, distributor or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Signed _____
Name of Engineer

Date _____

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the undersigned's knowledge and belief, the Contractor 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*.

**Signature of Individual

***Contractor's Social Security Number or
Corporate Contractor Federal Identification Number

By: _____
Corporate Officer (Mandatory, if applicable)

Date: _____

*The provision in the Attestation of relating to child support applies only when the Contractor is an individual.

**Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

STATEMENT ON MGL and BUILDING CODES and TOWN CODE

I certify that all information is submitted under penalties of perjury and that I am familiar with the State Building Code and also Massachusetts General Laws (MGL), Chapter 149, Section 44A-44H, Section 44M, Chapter 149A, Chapter 193 of the Acts of 2004; Town of Medfield Zoning Bylaw and Subdivision Rules and Regulations; M.G.L. Chapter 41 section 81 (Subdivision Control Law); M.G.L.

Signed (Title)

OTHER FORMS: MAY BE REQUIRED FURTHER INTO THE TOWN'S PROCESS

SAMPLE CERTIFICATE OF VOTE (if applicable AT CONTRACT EXECUTION)

The Town requires Applicants to complete the following and attach to any future contracts. If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

At a duly authorized meeting of the Board of Directors of the _____ Held on _____
(Name of Corporation) (Date)

at which all the Directors were present or waived notice, it was VOTED That,

(Name) (Officer)

of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____

(Officer)
of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the _____

That _____ is the duly elected _____
(Officer)

Of said company, and that the above vote has not been amended or rescinded and is in full force and effect as of the date of this contract.

A true copy, ATTEST _____
Clerk

Place of Business _____

Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC

VIII. Return of Proposals

All proposals received by the Town prior to the deadline for submission of proposals will be returned upon presentation of a signed request and proof of representation to the Planning Department. All proposals received at the deadline for submission for consideration by the Town will remain public record of the Town and will not be returned.

IX. Proposal Modification

Proposals may be corrected, modified or withdrawn if a written request is received in advance signed by the appropriate representative of the Applicant.

X. Insurance Requirements

Upon notice of award and acceptance of a contract, the Contractor shall submit to the Town of Medfield a copy of the Company's Professional Liability Insurance and a Certificate of Insurance indicating General Liability, Automobile Liability naming the Town as an additional insured and Workers Compensation (per Statute).

XI. Additional Information/Addenda/Agreement Format

Questions

The Town will respond to any questions if received three (3) days in advance of the deadline for the proposal submittal by means of an addenda. All questions should be emailed to the Town Planner at: sraposa@medfield.net. If there is a need to clarify a section in the proposal the Town will forward an addenda to all bidders of record. It shall be the responsibility of all Applicants to ensure the receipt of any addenda issued. No addenda shall be issued less than two (2) days before the Proposal submittal deadline. All prospective vendors are urged to submit contact information in order to receive updates or addenda.

All Applicants are requested to acknowledge receipt of any addenda that the Town may issue in the cover letter of the Applicant's proposal.

Weather Issues

If at any time of the scheduled proposal submittal deadline that the Town House is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal deadline will be postponed until 11:00 AM on the next normal business day. Proposals will be accepted until that time.

Agreement

The Town has an established format (sample attached.)

XII. Consultant Selection(s)

The Town of Medfield reserves the right to reject the choice of any such Engineer's sub-Consultant. In no event will an applicant be used who has been debarred pursuant to Chapter 149, Section 44c of the Massachusetts General Laws.

XIII. “SAMPLE TOWN AGREEMENT”

**TOWN OF MEDFIELD, MA
AGREEMENT**

This Contract is made this ___day of _____ 20____ [*to be signed at the first Planning Board meeting in 2020*] by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the “Town” and _____ hereinafter referred to as the “Contractor”.

WITNESSED:

Whereas, the Town solicited submission of proposals for Engineering Consulting Services for the Planning Board hereinafter referred to as “Program”; and

Whereas, the Contractor submitted a Proposal to perform the work required for the Program, and the Town has decided to award the contract therefore to the Contractor,

NOW, THEREFORE, the Town and the Contractor agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement together with the base fee schedule of _____ (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services.** The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental there to.
3. **Performance of Work.** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Receivable:** The Contractor shall deliver _____
5. **Contract Term:** In accordance with the schedule provided by the Planning Board
6. **Payment for Work.** The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. **Indemnification of the Town.** The Town’s liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier’s claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result

8. of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care. The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.
10. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance. The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$1,000,000.00 naming the Town of Medfield as an additional insured and Worker's Compensation (per Statute). In addition, the Town will require evidence of Professional Liability Insurance.
12. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Termination.
 - a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.
16. Notice. Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
17. Severability. If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law. The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement. This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

Planning Consultant Agreement (cont.)

By: Medfield Board of Selectmen

Approved as to Form:

Mark G. Cerel, Town Attorney, Town of Medfield, MA

Accepted:

(Name) (Title)

For: _____
(Applicant Name)