

**Town of Amherst**



**Request for Proposal [RFP]**

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The Town of Amherst  
Town Accountant's Office  
Town Hall  
4 Boltwood Avenue  
Amherst, Massachusetts 01002

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Proposals must be submitted in two separate sealed envelopes, one for the non-price (or technical) proposal and a separate sealed price proposal. Each proposal should be clearly identified with separate price and non-price proposal documentation. Place both envelopes in one outer envelope marked:

**PROPOSAL DOCUMENTS FOR RFP #PLA 26-030 EAST AMHERST ZONING  
UPDATES CONSULTANT**

Proposals shall be submitted no later than 2:00PM on Tuesday, July 7, 2026  
and can be mailed or delivered to:

Town Accountant's Office  
Town Hall  
4 Boltwood Avenue  
Amherst, MA 01002

Attn: Holly Young

Questions shall be directed to Holly Young, [youngh@amherstma.gov](mailto:youngh@amherstma.gov)

*If the Amherst Town Hall is closed on the due date for any reason, submittals will be accepted on the next business day Town Hall is opened, at the same time and place as stipulated.*

## **PART 1.**

### **Purchase Description**

The Town of Amherst, as Awarding Authority, invites SEALED PROPOSALS for the procurement set forth below:

The selection of one (1) qualified planning, zoning, and urban design consultant to review the existing zoning bylaws and land use patterns within the East Amherst Route 9 Corridor study area. The selected consultant shall have demonstrated experience with similar projects, public contracts and relevant codes, laws and regulations; and will analyze opportunities to increase housing density and diversify housing types, aligning with the recommendations of the Town's 2025 Housing Production Plan (HPP). This initiative aims to determine the most effective zoning mechanisms—including the potential establishment of a Chapter 40R Smart Growth Zoning Overlay District—to foster compact, walkable, context-sensitive, and mixed-use development while preserving and supporting local commercial activities.

It is expected that the town will award a services agreement with a duration of approximately twelve (12) months to the selected company. The Town reserves the right to negotiate final scope, schedule, and fee with the selected proposer.

### **Project Objectives**

#### **Section 1: Introduction**

The Town of Amherst was awarded an EOHL Community Planning Grant and seeks qualified consultants to review the zoning in the East Amherst Route 9 Corridor, with a focus on increasing density for housing, exploring a potential 40R District, and creating conceptual designs showing potential development scenarios. The project scope and direction will be informed by recommendations from the Town's newly adopted [Housing Production Plan \(HPP\)](#), approved in 2025. The goal of the project is to determine the most appropriate zoning changes to increase density of housing and mixed-use developments to continue to support commercial activities, support compact, walkable, and context sensitive development.

#### **Section 2: General information**

A deficit of housing, particularly affordable housing, is one of the key issues facing the Town of Amherst. The new HPP highlights the need for zoning changes to increase the density of housing and the availability of affordable housing in the Town and Village Centers. While a significant amount of attention has been paid to the downtown, there are areas that remain underutilized and could benefit from an assessment of the existing land use regulations.

One such area is the East Amherst Village Center, located about a mile from the Town Center ([see Housing Production Plan \(HPP\)](#)). This traditional New England village center can be divided into two relatively distinct areas: the north area of older residential homes and a school that line the historic East Amherst Town Common, and to the south some low-density, mostly single-story business development along Route 9 (College Street and Belchertown Road). Over the past several years, the Local Historic District Commission has been working to establish a Local Historic District for the historic East Amherst Village Center. In February 2026

the Local Historic District Commission completed a final report and voted to refer the creation of the LHD to Town Council. The final report for the proposed District and the draft Local Historic District design guidelines are available on the [Local Historic District webpage](#). There may be some overlap between this area and the project area for this proposal.

The focus of this project is the area of the village center proximal to Route 9 and is not proposed to include the more historic Village Center. Much of the village center along Route 9 is regulated by the Commercial zoning district that was developed over 50 years ago and has not been updated to reflect current day development trends ([see Amherst Zoning Map](#)). This zoning district does not allow multi-unit projects such as apartments or townhouses, and imposes strict dimensional standards that limit redevelopment. The [Town of Amherst Master Plan](#) includes several objectives that support rezoning in this area, such as directing future development to existing built-up areas with methods like rezoning, focusing on mixed-use development, and denser development in village centers.

With thoughtful rezoning, this area could be transformed through an increase in density to encourage additional housing and businesses, and become a prominent gateway into Amherst. This village center is an ideal location for affordable housing, with its easy access to downtown and bus routes, the new Amethyst Elementary School (formerly the Fort River School), and nearby conservation/recreation areas. In 2020, a new three-story mixed-use building was constructed in the Focus Area. The building consists of 62 units and approximately 1,350 sf of commercial space. The same owner is currently seeking approval for another four-story mixed-use building across the street. Additionally, Colonial Village has discussed the addition of several new buildings totaling approximately 100 units. In the East Amherst Village Center, on two separate properties, Way Finders has received a 40B Comprehensive Permit to construct 78 units, with a new three-story building with 47 units located at 72-80 Belchertown Road and 31 units at the East Street School property (31 South East Street). Staff has also heard from property owners along Route 9 that they are interested in exploring redevelopment options for their sites, including multifamily housing.

The southern part of the East Amherst Village Center is located at the intersection where North Pleasant Street becomes South Pleasant Street, and College Street to the west becomes Belchertown Road to the east (Route 9). This intersection features a variety of commercial buildings, mostly one or two stories, with large areas of parking. The Amethyst Elementary School is located just to the north of the intersection, as is the historic East Amherst Town Common, lined with older single-family houses. College Street is lined with additional scattered businesses to the north and land owned by Amherst College to the south, and some historic houses further west near the railroad tracks. At the railroad tracks, the road enters an area mostly owned by Amherst College and then transitions into the downtown. Heading east from the intersection along Belchertown Road, a cluster of housing, both single-family and apartments, opens up, becoming increasingly rural. The entry to Amherst along Belchertown Road is seen as a gateway into town, and an important goal of the project is to change the zoning to reflect the desired use and appearance in this area, and to explore creative approaches to make enhancements to this area. South Pleasant Street is also more rural, with conservation land and farmland following an area of multi-family housing.

A proposed boundary for the area to be included in the scope of this project is shown on the attached East Amherst Focus Area Map. The Consultant will be tasked with refining this boundary to reflect the Project Area that will be studied and assessed.

### **Section 3: Public Engagement**

The tasks below are expected to continue throughout the duration of the study. The Consultant should plan on attending both remote and in person meetings.

- I. The primary method of public engagement for this process will be through meetings of the Planning Board. The consultant should plan to attend up to six Planning Board meetings (attending remotely) throughout the project.
- II. Conduct outreach to residents and stakeholders
  - a. Coordinate up to 3 community meetings to receive comments and input. These meetings will be in-person and should involve activities that encourage feedback and interaction with the public.
- III. The consultant should plan to attend at least two Community Resources Committee meetings (CRC) (virtually), at least one may be a joint meeting between the Planning Board and CRC, to gain feedback early and to provide a summary of report/findings near the conclusion of the project.
- IV. Additional targeted outreach shall include communication with at least three property owners in the Project Area.
- V. Consultant will be responsible for creation of flyers and other public engagement materials, and Town staff will help distribute and post the information.

### **Section 4: Scope of Work**

The scope of services is outlined in detail below by task. The Consultant will be expected to consider the tasks described below in their proposal.

Task 1: Assess and review existing conditions.

- VI. Initial meeting (remote or in-person) with staff to review scope of services, available documents, and process.
- VII. Review of existing resources including Amherst Zoning Bylaw, Wetland Bylaw and Regulations, Housing Production Plan, Master Plan, and previous work done on a potential 40R Overlay District in the downtown area.
- VIII. Document existing zoning in the Focus Area: analyze existing setbacks, dimensional regulations, use restrictions, etc. and assess existing conditions in terms of dimensional standards and uses. Assess the definition of apartments in the Zoning Bylaw and whether the current cap on number of units in a building is appropriate for this area.
- IX. Assess the Focus Area and propose the Project Area that will be studied in more detail, including zoning changes.
- X. Review and consider the proposed Local Historic District regulations and design guidelines.
- XI. Summarize the barriers and limits to increased density and new development in the Project Area.
- XII. Address the need for housing for students and research other methods of increasing availability and density of alternative housing types such as townhouses or “cottage style” developments.
- XIII. Evaluate specific parcels or areas within the Project Area, which may support additional new growth, identifying a minimum of **three** specific parcels/areas. One parcel to be included in this focus will be the Maplewood Farm property at 138 Belchertown Road. (The full parcel isn’t included but the buildings are within the current focus area).

- XIV. Use conclusions from existing conditions analysis to propose **three** potential zoning strategies for the Project Area that may meet goals of this initiative. One strategy should be a 40R district.

#### Task 2: Housing, Market, and Fiscal Analysis

- I. Prepare a high-level review of market conditions for multifamily housing (and any realistic supporting non-residential uses) in the Project Area generally, with an emphasis on the three specific parcels/areas.
- II. Research and assess strategies to increase Affordable Housing and workforce housing up to 120% AMI.
- III. Prepare high level assessment to ensure that proposed zoning will create development that is market feasible.
- IV. Assess the Project Area for its potential contribution to local and regional housing needs under the three proposed zoning scenarios, including 40R (unit types, income levels, general mix). Create a minimum of 9 scenarios—three scenarios on three parcels within the focus area.
- V. For feasible options, prepare concept-level scenarios for the parcels/project areas identified in Task 1. XIII, including:
  - Illustrative plans showing generalized building locations, heights, circulation, parking, and open space;
  - Identification of areas suited to buildings vs. parking/open space/low-disturbance uses.
  - Include at least three ground level renderings of conceptual buildouts. (Renderings are expected to be included in the base proposal fee).
- VI. Highlight trade-offs between housing yield, environmental protection, neighborhood compatibility, and infrastructure needs.
- VII. Based on the review of the concept-level scenarios, on the evaluation of existing conditions, market analysis, and community feedback, recommend a preferred zoning strategy for the Project Area (and, if appropriate, a secondary zoning strategy) in consultation with Town staff and the Planning Board.

#### Task 3: Implementation of Preferred Zoning Strategy

- I. Prepare the text for the preferred zoning strategy for the Project Area, addressing:
  - a. Proposed district boundary;
  - b. General use and density structure;
  - c. Basic dimensional and parking concepts;
  - d. Affordability framework and potential tiers of affordability; and
  - e. Methods to retain and encourage commercial/retail uses, especially along College Street and Belchertown Road.
- II. Identify any major regulatory issues that would need to be resolved in future zoning amendments (e.g., relationship to underlying zoning, site plan review process).
- III. Outline an implementation roadmap, including additional technical studies, regulatory coordination, and steps required to advance the chosen strategy in order to be approved by Town Council and/or the State.

#### Task 4: Deliverables

- I. Prepare clear presentation materials (maps, diagrams, slides, and plain-language summaries) that the Town can reuse;
- II. Prepare a concise final Zoning Study that synthesizes each task listed above and clearly states findings, recommended concept(s), and next steps. Provide the report in PDF and Word formats, together with key graphics and GIS layers.
- III. In concert with the Town, provide the final language of the new Zoning strategy that can be approved by the Town as a zoning amendment.

#### **Section 4.a: Ownership Of Work Product**

All reports, studies, maps, graphics, renderings, GIS data, draft zoning language, presentation materials, electronic files, and other materials produced by the CONTRACTOR pursuant to this Agreement shall become the property of the TOWN upon creation or submission. The TOWN shall have the unrestricted right to use, reproduce, modify, and distribute such materials for municipal purposes.

#### **Section 5: Roles**

**Town Staff Role:** Town staff will be closely involved with the project, but the Consultant is expected to devote the time needed to conduct research, write documents, and participate in meetings with staff, Town boards/committees and the community. Staff will take primary responsibility for scheduling meetings, posting notices for meetings, and attending meetings. Staff will provide any reasonably necessary baseline data such as zoning information, Master Plan and other relevant materials.

**Consultant Role:** The Consultant will be the project leader and manager, working closely with staff and various municipal boards/committees. The Consultant will complete the tasks listed under the scope of services, and will be responsible for developing meeting agendas, materials presented, taking meeting minutes/summaries, development of maps and graphics and facilitating the public meetings.

**Planning Board Role:** The Planning Board will work with Town staff and the Consultant to organize and run public meetings where the Consultant can provide information to the Board and the community, and receive feedback. The Planning Board will provide timely written feedback on any drafts.

#### **Section 6: Project Schedule**

(Subject to change at the Town's direction.)

Proposals due: July 7, 2026

Contract awarded: July 2026

Planning Board meetings in June, August, October, and December 2026; and February and March 2027.

CRC meetings in June 2026 and April 2027.

**The project must be completed by June 30, 2027.**

#### **Section 7: Project Estimated Cost**

The estimated cost of the project is \$80,000. The funding source for the project has already been identified and a commitment up to the estimated project cost has been made by the Town Manager.

**PART 2.**

**Proposal Submission, Terms and Requirements**

1. Proposals will be recorded at date and time ("the proposal deadline") and at the place, as follows:

DATE:           Tuesday, July 7, 2026

TIME:           2:00 p.m.

PLACE:         Town Accountant's Office in the Town Hall

2. Wherever applicable, the conditions of Employment and Prevailing State Wage Rate, as set forth by the Massachusetts Department of Labor and Industries, as contained in specifications, shall prevail in the execution of work under this contract.
3. The Town of Amherst reserves the right to waive minor informalities when, at its sole discretion, doing so is deemed to be in the best interests of the Town and to the extent permitted by law.
4. Proposals that meet all quality requirements shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this RFP and its attachments. Failures to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this RFP may be cause for rejection of the proposal as non-responsive.
5. All proposals shall be submitted to the Town, as and where set forth above, on or before the proposal deadline. Proposals and unsolicited amendments to proposals received by the Town after the proposal deadline will not be considered, and requests for extensions of time will not be granted. Proposers who mail proposals should allow sufficient time for receipt by the Town by the proposal deadline. Proposal received after the proposal deadline will be returned to the proposer unopened.
6. All proposals shall be signed in ink by the proposer. If the proposer is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the proposal and certified by the clerk of the corporation.
7. All proposals submitted shall be binding upon the proposer for a minimum period of sixty (60) calendar days following the opening of proposals.
8. Proposals submitted to the Town shall be securely kept and shall remain unopened until the proposal deadline and the opening of proposals. Non-price proposals will be evaluated prior to the opening and review of price proposals. Price proposals shall remain sealed until completion of the evaluation of non-price proposals.

9. Proposals once submitted may, upon request of the proposer prior to the proposal deadline, be withdrawn or amended. If amended, resubmission of the proposal shall comply with all requirements of this RFP.
10. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the proposal deadline. The Town does not assume any responsibility for errors, omissions, or misinterpretations, which may have resulted in whole or in part from the use of incomplete proposal documents. Any proposer finding an ambiguity, inconsistency, or error shall promptly notify the Town.
11. If it becomes necessary to revise any part of this RFP or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all proposers who have requested this RFP. No addenda will be issued within the immediate three (3) business day period prior to the proposal deadline. Final Addendum will be posted on or before June 25, 2026 at 4:00 p.m.
12. Questions and inquiries will be accepted from any and all proposers and must be in writing. Questions will be answered in writing and both questions and answers will be distributed to all proposers who receive the RFP provided, however, that all questions are received on or before June 24, 2026 at 2 p.m.
13. By submitting a proposal in response to this RFP, the proposer shall be deemed to have certified that no officer, agent, or employee of the Town has a direct or substantial financial interest in the procurement, that the proposal is submitted in good faith and exclusively on proposer's own behalf, without fraud, collusion or connection of any kind with any other proposer for the same work or with any undisclosed party.
14. All terms and provisions contained in the "LEGAL NOTICE" of this procurement (a copy of which is attached hereto) are incorporated by reference into this RFP.
15. The proposal price(s) shall be written both in words and figures, and in the case of a discrepancy between the two the amount in words shall govern.
16. It is understood, agreed upon and made a part hereof, and shall be a part of the contract, that the contract entered into between the Town and the successful proposer shall not be assigned or assignable by way of sub-contract or otherwise, unless or until the Town shall have first assented thereto in writing.
17. The Town of Amherst reserves the right to modify any specifications and submission requirements associated with the proposal and the scope of the project.
18. All proposals must be submitted on the forms provided or on attachments approved in advance by the Town.
19. All information concerning materials, warranties, guarantees, complete plans, and complete specifications are due at the time of the proposal opening.
20. The Town reserves the right to postpone award of contract for one year if any unanticipated constraints arise in the evaluation of proposals.

21. All proposals must include a signed copy of the following: non-collusion form, tax compliance certificate, certificate of authority, and price proposal sheet.

### **Section 8: Submittal Requirements**

- I. A description of the firm and bios for all members of the project team, including the following information:
  - a. Name, address, email and telephone number of the proposing consultant, the name of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the consultant team, including estimated percent of time attributable to the project;
  - b. Background information, including consultant resumes and resumes for all principals and employees expected to be assigned to the project;
  - c. Description of the consultants, including all participating employees, experience, collectively and individually, and with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity; and
  - d. Description of the organizational structure of the consultant team and a plan for the maintenance of effective communications between the Town and the consultant team during all phases of the project.
- II. Submittal of two (2) comparable projects in the last five (5) years, such as the final reports, presentations, maps and images. A comparable project is one that involved community meetings, development of a 40R or similar zoning district or overlay, presentation(s) to the community and a final report. The submittal should include the final project report, final presentation and language of proposed zoning bylaw changes. At least one project must have been completed for a Massachusetts municipality.
  - I. Submittal of a completed community engagement plan used on a project of similar scope in the past 3 years.
  - II. Submittal of a detailed project schedule by task.
- III. Graphic expertise as represented by the submittal of 3-5 illustrations and perspectives of proposed designs.

### **Proposers shall submit:**

- One (1) original signed non-price proposal;
- One (1) original signed price proposal in a separate sealed envelope;
- Three (3) printed copies of the complete non-price proposal; and
- One (1) electronic copy of the complete proposal package in PDF format on a USB drive.

Electronic submission by email will not be accepted. All proposal materials must be received in hard copy format at the location specified in this RFP no later than the proposal deadline.

### **Section 9: List of Attachments**

- Attachment A – East Amherst Focus Area Map
- Attachment B – (Link Only) [Housing Production Plan](#)
- Attachment C – East Amherst Base Maps—Aerial imagery, Zoning, Utilities, Conservation
- Attachment D – (Link Only) [Master Plan](#)
- Attachment E – Proposed Local Historic District
- Attachment F – (Link Only) [Way Finders' project page](#)

## **PART 3.**

### **Evaluation Criteria**

#### **Section 10: Minimum Evaluation Criteria**

- I. Project team shall have at least five (5) years' experience. This is not a cumulative total of the team members but an average number of years showing the experience of the project team in urban design, neighborhood design guidelines and implementation, and community engagement with projects of similar size and scope. The project team shall be the individuals working directly on this project and interacting with the Town.
- II. Project team must have provided comparable services to at least two (2) communities in the last five (5) years. At least one community must be a Massachusetts municipality. A comparable project is one that involved community meetings, development of a 40R or similar zoning district or overlay, presentation(s) to the community and a final report.
- III. The volume of the project team's current and projected workload must not adversely affect its ability to immediately initiate work for the Town and to follow through with this project in a timely and professional manner. The project team must be capable of devoting a significant amount of time to this project in order to complete the work within the timeframe outlined herein.
- IV. The project manager and majority of the team must be available for public meetings on days or evenings, as required.
- V. At least three (3) references from communities in which a majority of the design team for this proposal had been part of the project.

Any proposal not meeting the minimum evaluation criteria shall be rejected.

#### **Section 11: Comparative Evaluation Criteria**

- IV. Staffing plan, including the professional qualifications of project team members, with particular attention to training, educational background, and professional experience. Demonstrated expertise and experience of the principal of the firm, project manager, and other key personnel, and any consultants to be assigned to the project, including professional registration of the consultants and their qualifications.
  - a. Highly Advantageous: The proposed staffing plan provides ample human resources to fully execute all aspects of the project with a qualified and experienced team and meets all the minimum criteria as well as an ample assignment of staff to achieve project goals within the specified time frame and cost limitations.
  - b. Advantageous: The proposed staffing plan provides sufficient human resources to execute all aspects of the project with a qualified and experienced team that meets all the minimum criteria, and a sufficient assignment of staff to achieve project goals within the specified time frame and cost limitations.
  - c. Not Advantageous: The proposed staffing plan does not provide sufficient detail to evaluate the sufficiency of staffing to execute all aspects of the project or does not meet all the minimum criteria.
- V. Demonstrated experience with similar projects, public contracts and relevant codes, laws and regulations.

- a. Highly Advantageous: The consultant has at least seven (7) years of experience consulting with municipalities on projects of similar size and scope to this project.
  - b. Advantageous: The consultant has at least five (5) years but less than seven (7) years of experience consulting with municipalities on projects of similar size and scope to this project.
  - c. Not Advantageous: The consultant has less than five (5) years of experience consulting with municipalities on projects of similar size and scope to this project.
- VI. Methodology, including a reasonable, realistic plan to complete all aspects of the project and which addresses all of the required elements of the scope of services detailed herein.
- a. Highly Advantageous: The proposal contains a detailed, logical, creative, and highly efficient scheme for producing a complete project that addresses all of the required elements of the scope of services detailed herein.
  - b. Advantageous: The proposal contains a credible scheme for producing a complete project that addresses all of the required elements of the scope of services detailed herein.
  - c. Not Advantageous: The proposal is not sufficiently detailed to fully evaluate, or it does not contain all the components necessary to produce a complete project that addresses all of the required elements of the scope of services detailed herein.
- VII. Public engagement: The consultant's public engagement plan describes the overall approach to working with the community and a description of how they will conduct outreach, publicize and facilitate public meetings, and present material. The plan should include an explanation of steps taken to ensure a broad community engagement throughout the tasks of the projects and strategies used to incorporate feedback into the deliverables.
- a. Highly Advantageous: The plan includes a detailed plan of outreach that includes multiple methods of obtaining public comment within the project area. The plan describes a feasible and organized process to synthesize public comment and incorporate feedback.
  - b. Advantageous: The plan includes limited methods of obtaining public comment. The Plan describes a process to synthesize public comment and incorporate feedback.
  - c. Not Advantageous: The plan does not include methods of outreach or a description of how public comments will be incorporated into the project.
- VIII. Timeline and Schedule: A detailed timeline that shows how the team can manage the project and tasks within the projected schedule, including when tasks will be completed, the expected dates of meetings and public outreach, and when deliverables will be provided. The timeline/schedule should show capacity to complete the project on time, and include a list of other projects team is working on.
- a. Highly Advantageous: Proposal provides a thoughtful, detailed, and realistic timeline for completing the project within the timeframe. The timeline has clear milestones and shows a balanced approach to completing tasks with sufficient time for public comment and refinement of deliverables.
  - b. Advantageous: Proposal provides a thoughtful and realistic timeline for completing the project within the timeframe. The timeline is not as detailed and does not as clearly show the ability to balance and complete individual milestones or tasks.

- c. Not Advantageous: Proposal fails to provide a realistic and timely schedule for completing the project and individual tasks. The timeline does not include milestones or individual tasks.

Price proposals will be reviewed after completion of the evaluation of non-price proposals and will be considered in determining the most advantageous proposal.

#### **Rule for Award**

One (1) contract will be awarded to the responsive and responsible vendors submitting the most advantageous proposals, taking into consideration experience, staff capacity, references, and plan of services, as well as the proposal price. It is expected that the town will award a services agreement with a duration of approximately twelve (12) months to the selected company. The Town reserves the right to negotiate final scope, schedule, and fee with the selected proposer.

The Town reserves the right to reject any and all proposals in whole or in part, and to waive minor informalities, when at its sole discretion is deemed to be in the best interests of the Town and to the extent permitted by law.

**PART 4.**

**Price Proposal Form**

**Price Proposal**

For this RFP, attach a page to the Price Proposal Form with the following:

1. Total proposed fee
2. Task breakdown
3. Hourly rates
4. Reimbursables (if any).

**NOTE:** Renderings (Pg. 5, Task 2, Section VI-are to be included in the base proposal fee.

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

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

\_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

The undersigned certifies under penalties of perjury that this proposal 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. Pursuant to Massachusetts General Law c. 62C §49A, I hereby certify under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I further attest, I am duly authorized to execute contracts and bonds in the name and behalf of said company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**PART 5.**

Standard Forms

Certificate of Tax Compliance

Certificate of Non-Collusion

Certificate of Authority

**CERTIFICATE OF TAX COMPLIANCE**

No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Social Security or Federal I.D. number

\_\_\_\_\_  
Signature: Individual or Corporate Officer

\_\_\_\_\_  
Date

**PLEASE PRINT**

**Corporate Name:** \_\_\_\_\_

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

**City, State, Zip Code:** \_\_\_\_\_

## CERTIFICATE OF NON-COLLUSION

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

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Signature of individual submitting proposal or proposal

---

Name of Business

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ held on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Corporation)

At which all the Directors were present or waived notice, it was voted that,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Officer)

of this company, be appointed and is hereby 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 said officer, under seal of the company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: \_\_\_\_\_  
(Clerk)

Place of Business: \_\_\_\_\_

DATE OF THIS CONTRACT: \_\_\_\_\_

I hereby certify that I am the Clerk of the \_\_\_\_\_

that \_\_\_\_\_ is the duly elected \_\_\_\_\_

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

\_\_\_\_\_  
(Clerk) (Corporate Seal)

**PART 6.**

**SAMPLE CONTRACT**

**TOWN OF AMHERST, MASSACHUSETTS**

**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the TOWN of Amherst, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 4 Boltwood Avenue, Amherst, Massachusetts, hereinafter referred to as the “TOWN”, and \_\_\_\_\_, a \_\_\_\_\_ corporation having a usual place of business at \_\_\_\_\_, hereinafter referred to as the “CONTRACTOR”.

**WITNESSETH:**

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of \_\_\_\_\_, hereinafter the “Project”; and

WHEREAS, the CONTRACTOR submitted a proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Request for Proposals, Instructions to Proposers, and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of \_\_\_\_\_, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
  - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$\_\_\_\_\_.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
  - C. Neither the TOWN's review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
  - D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
  6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
  7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
  8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.
  9. INSURANCE. (*\* additional requirements listed in RFP solicitation \**)
    - A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
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Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR 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.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses 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, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, 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 the day and year first above written.

I certify that an appropriation  
is available in the amount of this  
Contract.

TOWN OF Amherst, MA

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

\_\_\_\_\_  
Town Accountant

Approved as to Form:

CONTRACTOR:

\_\_\_\_\_  
Town Counsel

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

\_\_\_\_\_  
(Name and Title)

**PART 7.**

Legal Notice

PUBLICATION(S) & PUBLICATION DATES:  
DAILY HAMPSHIRE GAZETTE – 6/03/2026  
COMMBUYS – 6/03/2026

The Town of Amherst invites proposals for zoning and land use consultants. Requests for Proposals may be obtained at [www.amherstma.gov/bids](http://www.amherstma.gov/bids).

Sealed Proposals shall be submitted no later than 2:00pm on July 7, 2026, and will be publicly opened and recorded at that time. Sealed Proposals can be mailed or delivered to: Town Accountant's Office, ATTN: Holly Young, Town Hall, 4 Boltwood Avenue, Amherst, MA 01002.

The Awarding Authority reserves the right to reject any or all proposals, in whole or in part, and to waive informalities, when at its sole discretion is deemed to be in the best interests of the Town and to the extent permitted by law.

# East Amherst Village Focus Area



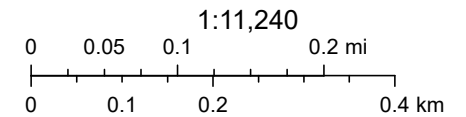
2/18/2026

USA NAIP Imagery: Natural Color  Blue: Blue

Red: Red

Citations

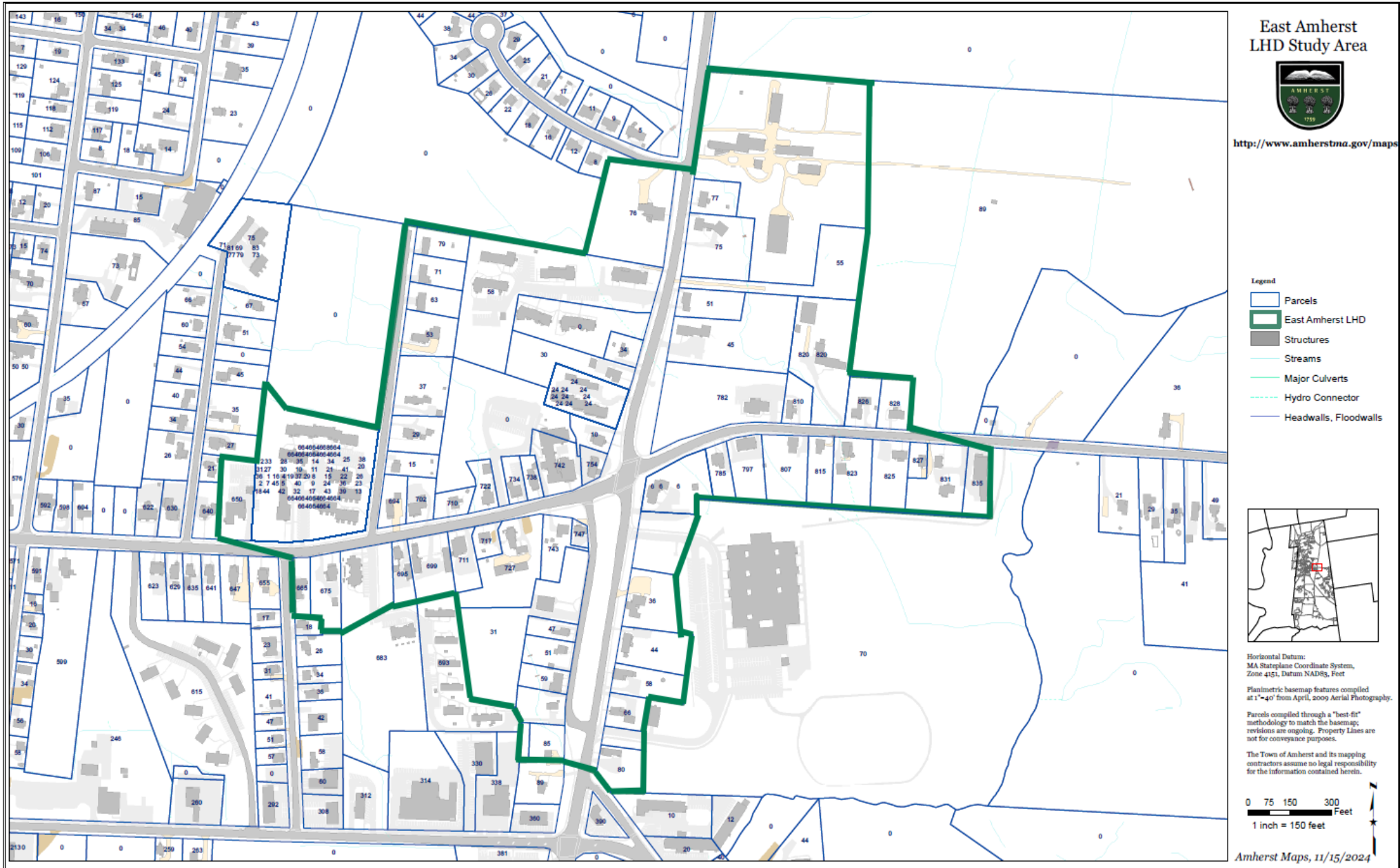
Green: Green



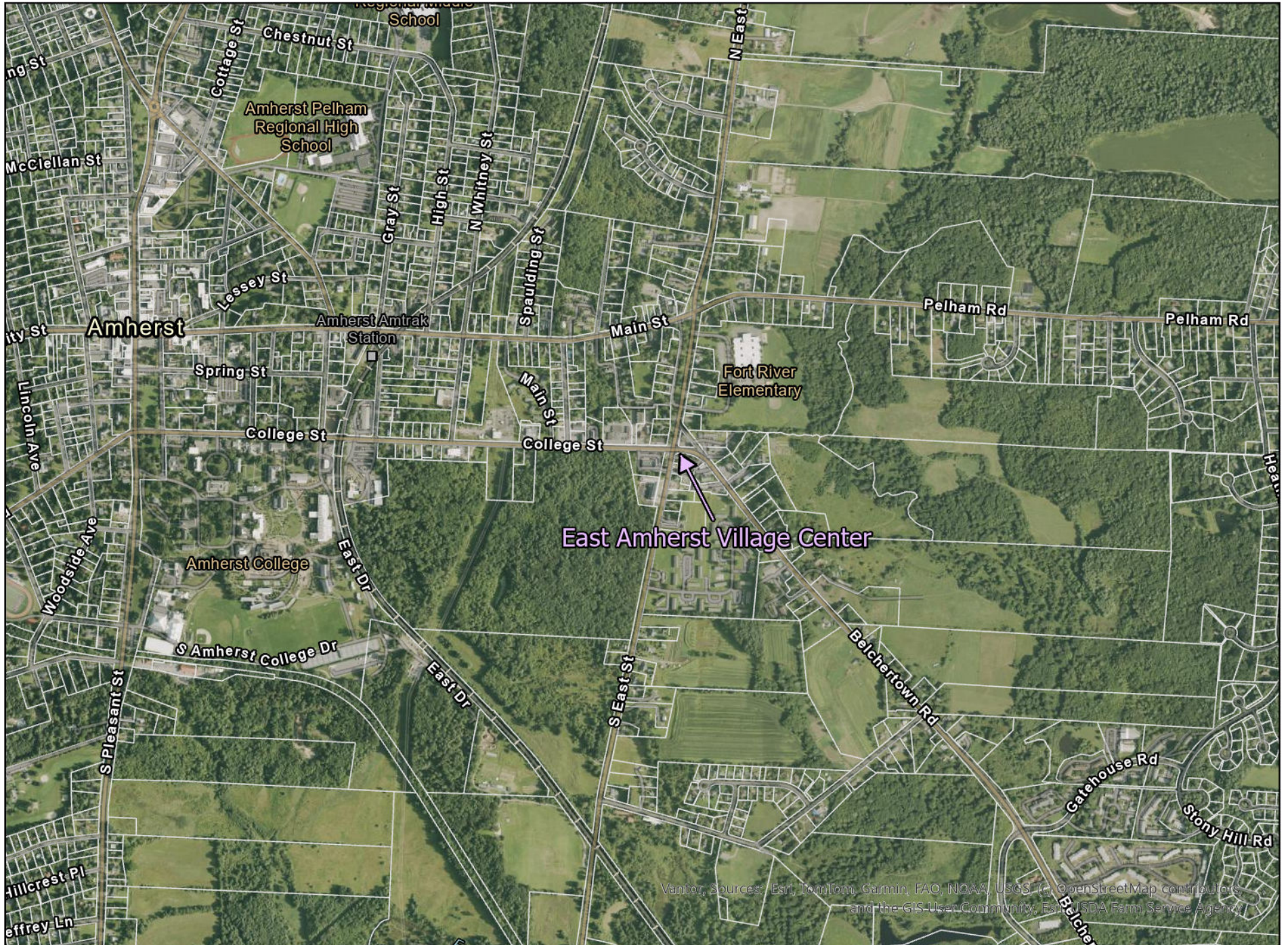
UMass Amherst, Town of Amherst, MassGIS, Esri Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA, Esri,

# Attachment E

## Proposed Local Historic District

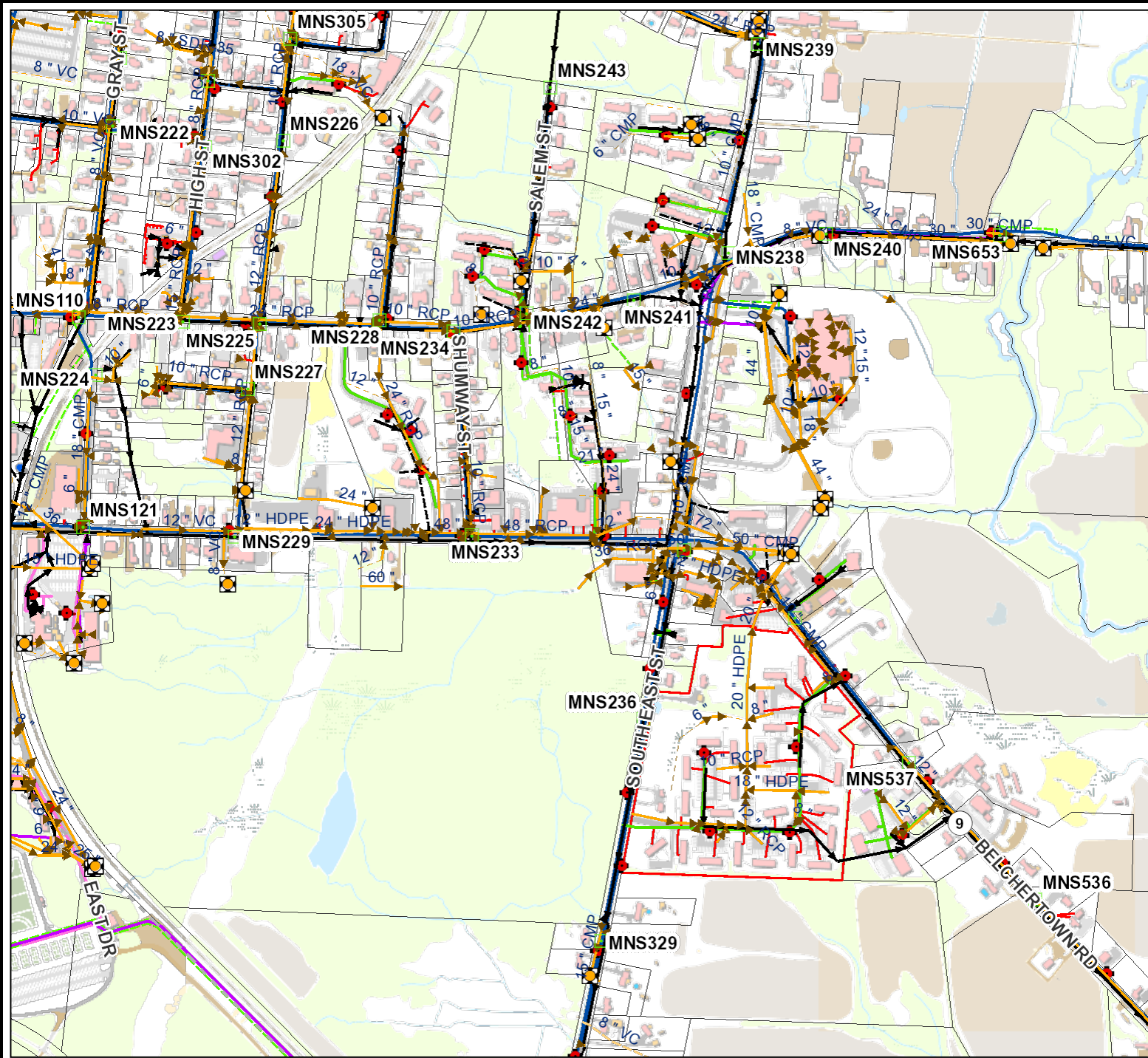
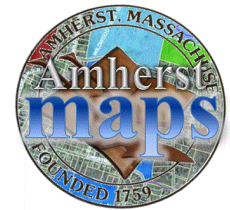


# East Amherst Village Aerial Imagery



Map data sources: Esri, DeLorme, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, USDA Farm Service Agency

Attachment C - Utilities



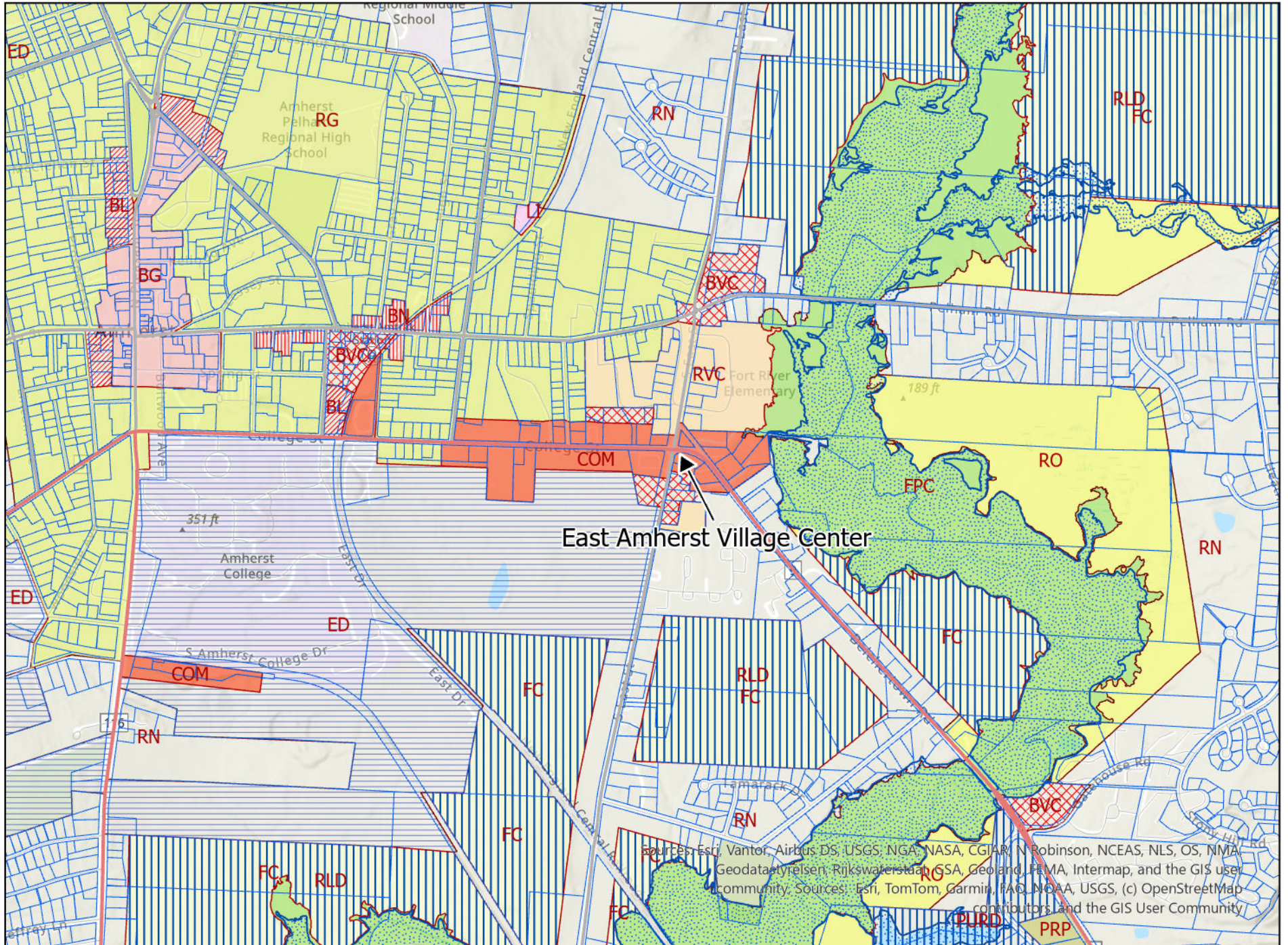
- Control Points
- Drainage System
  - Stormwater Outfalls
  - Drain Lines
    - Active
    - Missing
    - Abandoned
- Sanitary Sewer System
  - Sewer Lines
    - Active
    - Missing
    - Abandoned
  - Sewer Force Mains
- Water Distribution System
  - Fire Hydrants
  - Water Lines
    - TOA Water Line
    - Missing TOA Water Ln
    - UM/AC/HC Water Ln
    - Hydrant Line
    - TOA Raw Water Ln
    - TOA Service Line
    - Private or Other Lines
    - Water Service Lines
- Property Map
  - Property Lines
  - Easements
  - Adjacent Towns Parcels

Horizontal Datum: MA Stateplane Coordinate System, Zone 4151, NAD83, Feet; Vertical Datum: NAVD88, FT  
 Planimetric & topographic basemap compiled at 1"=40' scale from April, 2009 Aerial Photography. Parcels compiled to match the basemap; revisions are ongoing.

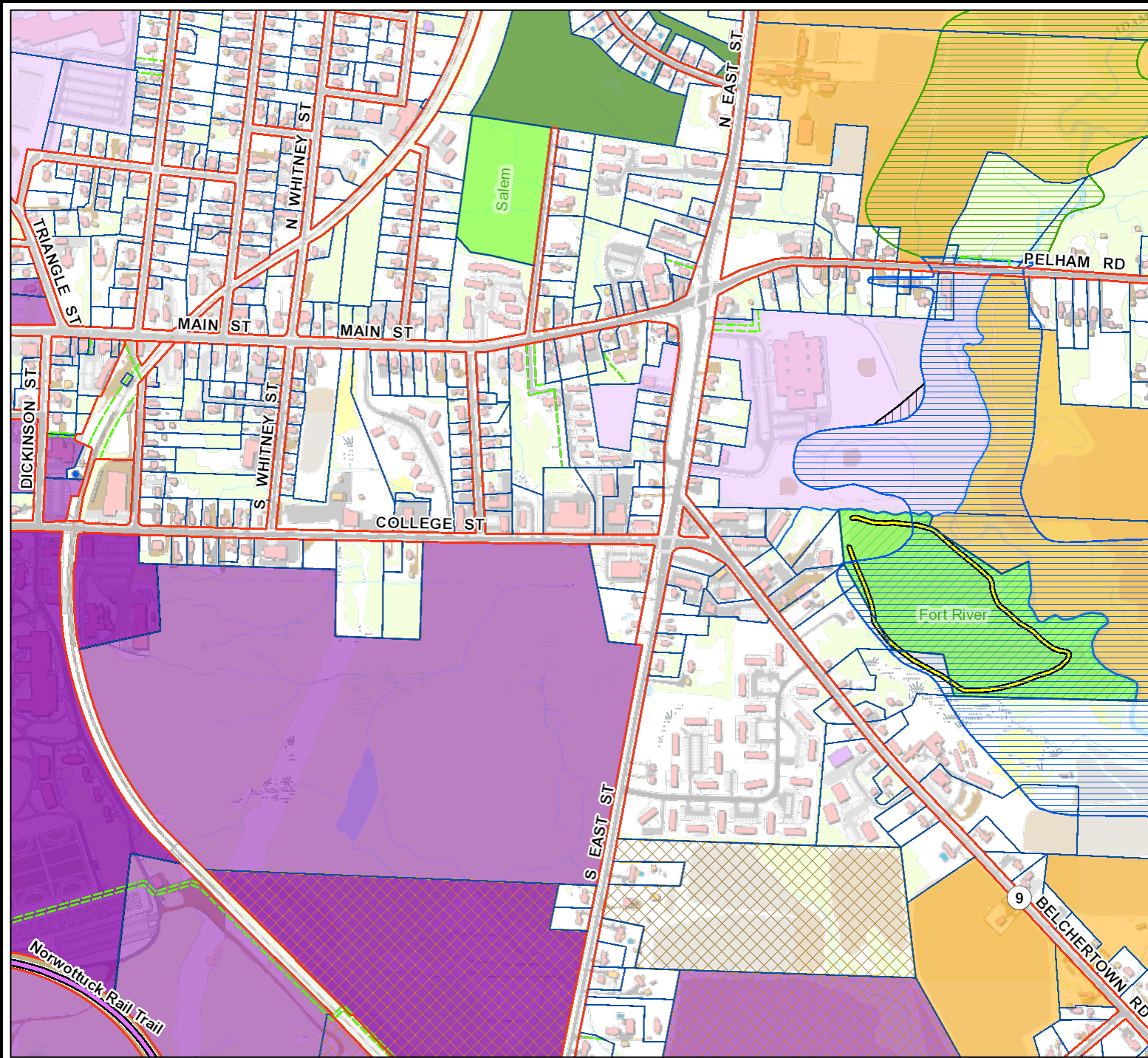
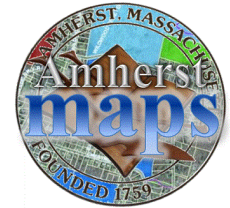
The information depicted on this map is for planning purposes only. It may not be adequate for legal boundary definition, regulatory interpretation, or property conveyance purposes. Utility structures & underground utility locations are approximate & require field verification.

The Town of Amherst makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of these data, & does not assume any liability associated with the use or misuse of these data.

# East Amherst Village Zoning



# Attachment C - Conservation



- Property Map
- Adjacent Towns Parcels
- Conservation Map
- Major Trails
- Metacomet & Monadnock Trail
  - K.C. Trail
  - Robert Frost Trail
  - Norwottuck Rail Trail
- Local and Literary Trails
- Literary Trail
  - Local Trail
  - State Trail
- Watershed Compartments
- Conservation Areas
- Chapter Lands
- Chapter 61 (Forest)
  - Chapter 61A (Agriculture)
  - Chapter 61B (Recreation)
- APR Land
- Subdivision Open Space
- Conservation Restrictions
- Recreation Areas & Schools
  - Cemeteries & Private Golf Courses
  - Private Land Trusts
  - MA Dept. of Conservation & Recreation
- Institutional Lands
- Amherst College
  - Hampshire College
  - UMass

Horizontal Datum: MA Stateplane Coordinate System, Zone 4151, NAD83, Feet; Vertical Datum: NAVD88, FT  
 Planimetric & topographic basemap compiled at 1"=40' scale from April, 2009 Aerial Photography. Parcels compiled to match the basemap; revisions are ongoing.

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