

Town of Sterling Senior Center Building Project

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICES PROJECT INFORMATION PACKAGE

Statement of Objectives

The Town of Sterling acting through its Sterling Senior Center Building Committee, is currently seeking responses from individuals and firms for professional designer services for the following:

The Goal of this project is to provide planning, civil, architectural, structural, mechanical, plumbing, electrical, and fire protection, and engineering services for the proposed Senior Center.

All construction shall be subject to provisions of MGL Chapter 149. The Designer shall also ensure that all applicable codes and regulations including the Massachusetts State Building Code, 8th Edition, the rules and regulations of the Architectural Access Board, the Americans with Disabilities Act, as applicable, as well as all Massachusetts Public Health Department schedules reflect the realities of a construction project whose actual project construction will begin on or about March 2015. Final designs for this project shall be completed on or before February 1, 2015.

1.0 BASIC ARCHITECTURAL SERVICES

1.1 The Designer's Basic Services shall be focused on, but not limited to, the development of Architectural programming and site analysis for the proposed project located at town owned land at the intersection of Boutelle Road and Muddy Pond Road in Sterling, MA..

1.2 a. The Designer's Basic Services consist of seven (7) phases described below and include civil, architectural, structural, plumbing, fire protection, heating, ventilating, air conditioning, mechanical and electrical, communication, technology engineering services, special lighting, acoustical, finishes, FFE, and if required all other design requirements to the satisfaction of the Town, represented by its Building Committee. The Designer shall be responsible for the quality of all consultant's engineering work. The Designer shall submit names of consultants at the time of the submission of this RFQ.

b. The Designer, in performing its Basic Services, shall design all parts of the work, provide administration of the construction contract with due regard to economy, utility, strength appearance and maintenance.

c. The Designer shall perform its duties in accordance with and mindful of all laws of the Commonwealth of Massachusetts and Ordinances of the Town of Sterling. Included is the requirement that the Designer shall prepare and submit final site plans based on existing information, borings, prepared documents, and other available information.

d. The Designer's Basic Services shall also include appearances before the all other boards and Committees of the Town in connection with the seven phases set forth below as required, for which no additional compensation shall be given.

2.0 PHASE I - WORK PLAN

2.1 The selected Designer is expected to meet with key members of Town of Sterling various departments throughout the design process. A proposed work plan and sequence of the activities for each component is to be prepared.

Duration: two (2) weeks

3.0 PHASE II - UPDATED SITE AND ENVIRONMENTAL ANALYSIS/ARCHITECTURAL PROGRAMMING

3.1 The Designer shall prepare a site and environmental analysis and Architectural programming as required consisting of drawings, reports and other documents illustrating the characteristics of both site and structures and relationships of same

ARCHITECTURAL PROGRAMMING: The Designer is to provide the services required to establish the following detailed requirements for the project:

- A. Objectives, limitations and criteria.
- B. Space requirements.
- C. Space relations and relationships.
- D. Number and functional responsibilities of personnel.
- E. Flexibility and expandability.
- F. Special equipment and other systems.
- G. Site requirements and needs.
- H. Space/flow diagrams and pertinent descriptive texts.
- I. Existing site survey.
- J. Project cost estimate.
- K. Project development scheduling.
- L. Project budgeting.
- M. Building and Zoning Code analysis.
- N. ADA, CMR 521 ABB requirements and analysis.

3.2 The updated site and environmental analysis and Architectural programming report, as referenced in 3.1 shall be submitted to the Building Committee after execution of a contract. The Designer must receive the Building Committee's written approval of the site and environmental analysis and Architectural programming before Phase III may start.

Duration: three (3) weeks

4.0 PHASE III - SCHEMATIC DESIGN

4.1 The Designer shall prepare from the approved site and environmental analysis and other data, Schematic Design consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Building Committee.

4.2 The Designer will be required to prepare detailed room data sheets and diagrams establishing necessary adjacencies and proximities, as appropriate.

4.3 The Designer will program any site development when appropriate, including pedestrian and vehicular circulation with associated lighting.

4.4 Alternatives for Building & Site Development will be prepared.

4.5 The Designer shall submit to the Building Committee a statement of probable construction costs, prepared by a professional estimator, for the Project, based on current area, volume and other costs and based on a March 2015 construction start date.

4.6 The Schematic Design Studies and probable construction costs shall be submitted to the *Committee* after approval of the site and environmental analysis. Approval of the Schematic Design Studies and probable construction costs must be accepted and approved by the Building Committee in writing before Phase IV may begin.

4.7 The Designer shall provide Two (2) copies of each drawing and document to the Town at his expense.

Duration: three (3) weeks

5.0 PHASE IV - DESIGN DEVELOPMENT

5.1 The Designer shall prepare from the approved program and Schematic Design Studies, for approval by the Building Committee, the Design Development Documents consisting of drawings, specifications and other documents to establish and describe the size and character of the Project as to Architectural, structural, mechanical and electrical systems, materials, and such other essential back-up as may be appropriate.

5.2 The Designer shall submit to the Building Committee at the end of the Design Development Phase, a Statement of Estimated Construction Cost prepared by a professional estimator. Cost shall not exceed the mutually agreed upon maximum construction cost based on a March 2015 construction start date.

5.3 Design Development Documents and Probable Construction Costs shall be submitted to the Building Committee after approval of Schematic Design Studies. Approval in writing by the Building Committee must be received before Phase IV may commence.

5.4 The Designer shall supply two (2) copies of each drawing and other documents to the *Committee* at his expense.

Duration: six (6) weeks

6.0 PHASE V - CONSTRUCTION DOCUMENTS

6.1 The Designer shall prepare from the approved Design Development Documents, for approval by the Building Committee. Working Drawings and Specifications setting forth in detail the requirements for the construction of the Project including the necessary bidding information, and shall assist in the preparation of bidding forms, filed sub-bids, the Conditions of the Contract, and the form of Agreement between the Town and the Contractor.

6.2 The drawings shall be in such detail as will show clearly the form, size, material, and arrangements of the various parts, all as is customarily required in contracts for the proper construction of the work. The designs shall conform to the Commonwealth of Massachusetts State Building Code 7th Edition as amended.

6.3 The Designer shall advise the *Committee* of any adjustments to previous Statements of Estimated Construction Cost indicated by changes in requirements or general market conditions and shall provide a detailed cost estimate prepared by a professional cost estimator.

6.4 The Designer shall assist the *Committee* in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

6.5 The Working Drawings and Specifications and other documents necessary for going out to bid shall be submitted to the *Committee* after approval of Design Development Documents.

6.6 The Designer shall prepare and furnish two (2) prints or copies of the contract drawings and two (2) copies of specifications ready for review by the Building Committee at the Designer's expense.

Duration: six (6) weeks

7.0 PHASE VI - BIDDING

7.1 The Designer, following the Building Committee's written approval of the Construction Documents and of the latest Statement of Estimated Construction Costs, shall assist the Building Committee in obtaining bids or proposals and in awarding and preparing construction contracts.

7.2 The Designer shall prepare and furnish within (2) two weeks, six (6) prints or copies of the Building Committee's approved contract drawings and six (6) copies of specifications ready for bid at the Designer's expense. The building Committee shall pay for any number of copies that exceed the above mentioned (6) at the Designer's printing cost plus 5%.

7.3 The Designer shall receive all inquiries relating to the bidding documents and when necessary answer questions by addenda. The Designer shall provide copies of all addenda to the Public Buildings Department as well as to the Town's Purchasing Department prior to its distribution to bidders.

7.4 The Designer shall attend Pre-Bid conferences and Bid openings.

7.5 If the bid of the lowest eligible and responsible bidder exceeds the established Construction Budget, the Designer shall, if instructed in writing by the Owner or his representative, revise the scope or quality of the project for the purposes of bringing the cost within this limit. These revisions, and any re-bid for cost purposes shall be made without additional compensation to the Designer.

Duration: three (3) weeks

8.0 PHASE VII - CONSTRUCTION - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

8.1 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Town, and the Town has given written notice of its formal acceptance of the Project as completed.

8.2 The Designer, as the representative of the Town during the construction phase, shall advise and consult with the Town and all of the Town's instructions to the Contractor shall be issued through the Designer.

8.3 The Designer shall at all times have access to the work wherever it is in preparation or progress.

8.4 The Designer shall make weekly visits to the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as a Designer, the Designer shall guard the Town against defects and deficiencies in the work of the Contractor.

8.5 Based on such observations at the site and on the Contractor's Applications for Payment, the Designer shall approve or disapprove the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Designer to the Town, based on the Designer's observations at the site and on the data comprising the Application for

Payment, that the work has progressed to the point indicated; that to the best of the Designer's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); that the Designer has checked and approved the monthly requisition for payments prepared by the Contractor during the construction; and that the Contractor is entitled to payment in the amount certified.

8.6 The Designer shall be, in the first instance, the interpreter of the technical requirements of the Contract Documents and the impartial judge of the performance there under by both the Town and Contractor. The Designer shall make timely decisions on all claims of the Town or Contractor relating to the Execution and progress of the work and on all other matters or questions related thereto.

8.7 The Designer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the Contract Documents, he will have authority to require special inspection or testing of any work in accordance with the provisions for the Contract Documents whether or not such work be then fabricated, installed or completed.

8.8 The Designer shall review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the requirements of the plans and specifications of the Project and for compliance with the information given in the Contract Documents and furnish one (1) copy of each to the Town. These drawings shall be checked by the Designer and returned to the Contractor within two (10) working days after receipt by him, unless the Committee approves a longer time.

8.9 The Designer shall prepare all Change Orders and shall issue all Change Orders only after consultation with and receipt of the written approval of the Committee for each change order.

9.0 ADDITIONAL SERVICES

9.1 Making major revisions to Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Town and are due to causes beyond the control of the Designer.

9.2 Providing professional services made necessary by the default of the Contractor due to delinquency or insolvency, or by major defects in the work of the Contractor in the performance of the Construction Contract and through no fault of the Designer.

9.3 If any Design Work is added or requested by the Town to this Agreement beyond what is included in the Architectural Programming, the Committee and the Designer shall negotiate the fee for such additional services.

9.4 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

9.5 Payment of the Designer for any additional services pursuant to this Agreement is subject to appropriation.

9.6 The Town may, from time to time, require changes in the increase or decrease in the amount of the Designer's responsibilities under this contract. Such changes, including any increase or decrease in the amount of the Designer's compensation, which are mutually agreed upon by the Town and the Designer shall be incorporated by written amendment to this Agreement. Neither the Designer nor its consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer or the consultant in the preparation of bid documents (plans and specifications), in accordance with the provisions of General Laws, chapter 7, Section 38H (ii)(j) or shall the Designer or its consultants be compensated for any services resulting from the defective design work of the Designer, all as reasonably determined by the Building Committee of the Town.

10.0 THE TOWN'S RESPONSIBILITIES

10.1 The Town shall provide full information regarding its requirements for the project and shall furnish to the Designer known and available survey data and information which is required by the Designer for the preparation of the design of the Project.

10.2 The Town designates the Building Committee as its representative authorized to act in its behalf with respect to the Project, but the Committee shall not thereby assume personal liability. The Committee shall examine documents submitted by the Designer and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Designer's work.

10.3 The services, information, surveys and reports required by Paragraph 2.1 shall be furnished to the Designer.

10.4 The Town shall furnish information required as expeditiously as necessary for the orderly progress of the work.

11.0 CONSTRUCTION COST

11.1 Construction cost does not include the compensation of the Designer, the cost of the land, rights-of-way, or other costs which is the responsibility of the Town as provided in Article II.

11.2 Upon request of the Committee, the Designer shall recommend material, equipment, component systems and types of construction which are to be included in the Contract Documents in order to bring the Construction Cost within the fixed limit as stated in the Contract Documents.

11.3 If the lowest responsible bid exceeds such fixed limit of Construction Cost established as a condition of this Agreement, the Town shall (1) give written approval of an increase in such fixed limit, (2) authorize re-bidding the project within a reasonable time for cause, or (3) cooperate in revising the Project scope and quality as required to reduce the probable Construction Cost. In the case of (3), the Designer, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit at no additional cost to the Town.

12.0 DIRECT PERSONNEL EXPENSE

12.1 Direct Personnel Expense of employees engaged on the Project by the Designer shall include Designers, engineers, designers, job captains, draftsmen, specification writers and typists, used in consultation, research and design, in producing drawings, specifications and other documents pertaining to the Project, and in services during construction at the site.

12.2 Direct Personnel Expense includes cost of salaries only and is exclusive of any other costs.

13.0 REIMBURSABLE EXPENSES

13.1 Reimbursable Expenses are in addition to the Designer's Basic and Additional Services and shall include actual expenditures made by the Designer, his employees, or his professional consultants in the interest of the Project provided that the Town has given prior written approval.

14.0 PAYMENTS TO THE DESIGNER

14.1 Payments on account of the Designer's Basic Services shall be made as follows:

14.2 Payment for Basis Services shall be made monthly in proportion to services performed so that the compensation of each Phase shall equal the following percentages of the total Basic Compensation.

14.3 Payment for Additional Services of the Designer as defined in Paragraph 9.0 shall be made monthly upon presentation of the Designer's statement of services rendered and the approval of same by the Building Committee and subject to appropriation by the Board of Selectmen.

14.4 No deductions shall be made from the Designer's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors where the Designer is not at fault as determined by the Building Committee.

14.5 If the Project is suspended for more than three months or abandoned in whole or in part, the Designer shall be paid his compensation for services performed. Supervision of construction and payment therefore to the Designer may be suspended by the Town in the event of strikes, acts of God, or other causes beyond the control of the Town and the Designer.

14.6 Payment for the Designer's Direct Personnel Expenses, and Reimbursable Expenses shall be in accordance with Paragraph 12 and Paragraph 13, respectively.

15.0 DESIGNER'S ACCOUNTING RECORDS

15.1 The Designer shall maintain financial records in accordance with a generally recognized accounting method which financial records shall include the Designer's Direct Personnel Expense and Reimbursable Expenses pertaining to the Project. The Designer shall make such financial records available for review at a mutually convenient time by the Committee, the Comptroller of the Town of Sterling, or the authorized representative of either, upon twenty-four (24) hours prior notice.

16.0 OWNERSHIP OF DOCUMENTS

16.01 All Drawings and Specifications prepared by the Designer or its Consultants shall be the property of the Town and shall remain the property of the Town even if the Project is not completed.

17.0 PROFESSIONAL LIABILITY INSURANCE

17.1 All Basic Services, Extra Services, including requirements for consultants required for the performance of this Contract, shall be protected by Errors and Omissions Insurance. The insurance should provide for coverage of no less than \$2,000,000.00 or 10% of the project's estimated construction cost whichever is greater, with a maximum deductible of \$10,000.00. This insurance shall be in effect during the entire term of this contract. A Certificate of Insurance shall be supplied by the Designer as evidence of a valid in force professional liability insurance policy at the time of the execution of this Agreement and said certificate shall state that the insurer shall give the Town 30 days written notice before expiration or cancellation of the professional liability insurance policy.

17.2 In addition to professional liability insurance, the Designer shall also furnish to the Town proof of a valid in force commercial liability insurance policy with coverage in the amount of not less than \$300,000.00 per person, \$1,000,000.00 aggregate.

18.0 DESIGNER CERTIFICATION

18.1 In accordance with the provisions of Mass. General Laws, Chapter 7, Section 38H(e):

(i) Neither the Designer or its consultants has given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment for an inducement for, or in conjunction with, the Award of this Agreement.

(ii) No person, corporation or other entity, other than a bona fide full time employee of the Designer has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Agreement upon entities shall be paid a fee or other consideration contingent upon the award of this Agreement to the Designer; and,

(iii) The Designer has internal accounting controls as required by Mass. General Laws, Chapter 30, Section 39R (c) and the Designer has filed and will continue to file an audited financial statement as required by Mass. General Laws, Chapter 30, Section 39R (d).

19.0 WAIVER OF WORKMEN'S COMPENSATION AND UNEMPLOYMENT COMPENSATION BENEFITS

19.1 It is agreed that neither the Designer nor its employees, agents, servants or other persons for whose conduct the Designer is responsible shall be deemed to be employees of the Town and neither it nor shall they file any claim nor bring any action for workmen's compensation or unemployment benefits or other

compensation for which it or they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement. At the time of the execution of this Agreement, the Designer shall provide a Certificate of Insurance showing that its employees are covered for workmen's compensation, in the statutory amounts required by the Commonwealth of Massachusetts.

20.0 TERMINATION OF AGREEMENT

20.1 This Agreement may be terminated by the Town upon seven (7) days written notice should the Designer fail to substantially perform in accordance with the terms of the Agreement as determined by the Committee.

20.2 Termination for Non-Appropriation: The Town's obligations pursuant to this Agreement are subject to the appropriation of the necessary funds, except to the extent that the availability of funds has been certified to by the Town Comptroller. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the Town's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate. In the event of such non-appropriation, reduction or in withdrawal of funding, the Town shall notify the Designer of the same and this Agreement shall terminate as of the date stated in said notice or as of the date when such appropriated or authorized funds are exhausted or withdrawn, whichever is later, without liability to the Town for damages, penalties or other charges on account of such termination.

20.3 In the event of a termination due to non-appropriation, reduction in or withdrawal of funding, the Town shall pay the Designer for only those services completed to the effective date of termination up to the amount of funds actually appropriated.

20.4 The Town agrees to make reasonable efforts to obtain funding and all necessary authorizations, and to notify the Designer promptly when they have been obtained or when it appears certain they will not be obtained. If partial funding is sufficient for a clearly separate or separable task (or tasks) should be made available, the parties may agree to perform their respective obligations relative to such task(s), and this Agreement shall be amended accordingly.

21.0 SUCCESSORS AND ASSIGNS

21.1 This Agreement shall be binding upon the Town, its successors and assigns and the Designer, its partners, successors, assigns and legal representatives. Neither the Town nor the Designer shall assign, sublet or transfer any obligation or duty set forth herein nor any interest in this Agreement without the prior written consent of the other.

22.0 EXTENT OF AGREEMENT

22.1 This Agreement represents the entire and integrated agreement between the Town and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Designer.

23.0 GOVERNING LAW

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

24.0 ATTACHMENTS

24.1 Attached hereto are the following schedules which are incorporated into this Contract and made a part hereof.

Schedule A - Sample Agreement

Schedule B - Commonwealth of Massachusetts DSB Application Form

Schedule C - Satisfaction of State Tax Requirements Attestation Form

Schedule D - Certificate of Authority – Business Corporations

Disclosure :

The questionnaire submitted in response to this advertisement will be considered the property of the Town of Sterling, and may be utilized as deemed appropriate by the Town. Should the offerer desire that certain data within the questionnaire not be utilized for purposes of other than certain data within the Questionnaire, such data shall be identified on the cover page of the Questionnaire with the written provision that if a contract is awarded as a result of this Questionnaire, the Town of Sterling shall have the right to use or disclose such data as deemed appropriate. Unless restricted as above, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom Information Act (5 U.S.C. 552).

False Representation

Information must be fully accurate and complete. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Minority Outreach

Qualified minority individuals and firms are encouraged to submit expressions of interest.

Equal Opportunity Requirements

Offerors are hereby advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the intent to comply in all respects with the following non-discrimination provisions as applicable:

Title VI, Civil Rights Act of 1964, as amended.

Title VII, Civil Rights Act of 1968, as amended.

Executive Order 11063 and 11246.

State Tax Requirements

As required by Chapter 233, Acts of 1983, the successful consultant will be required to sign an attestation form certifying that all state tax returns have been filed, all state taxes paid. Offerors are advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the offeror's intent to comply with Massachusetts statutes.

SCHEDULE C

SATISFACTION OF STATE TAX REQUIREMENTS

ATTEST FORM

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or Signature of Individual or Corporate

Federal Identification Number Name

Date: Corporate Officer (if applicable)

SCHEDULE D

CERTIFICATE OF AUTHORITY - BUSINESS CORPORATIONS

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

(name of corporation)

held on _____ at which all Directors were present or waived notice, it was voted that, _____ (name) of this company be and be 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 contact of obligation in this company's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this company.

A TRUE COPY

ATTEST (clerk or secretary

Place of Business

I hereby certify that I am the clerk/secretary of the _____

(name of company)

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 on which the corporation's authorized representative, named above, affixed his/her signature to this contract.

Clerk or Secretary

(Corporate Seal)

SCHEDULE A

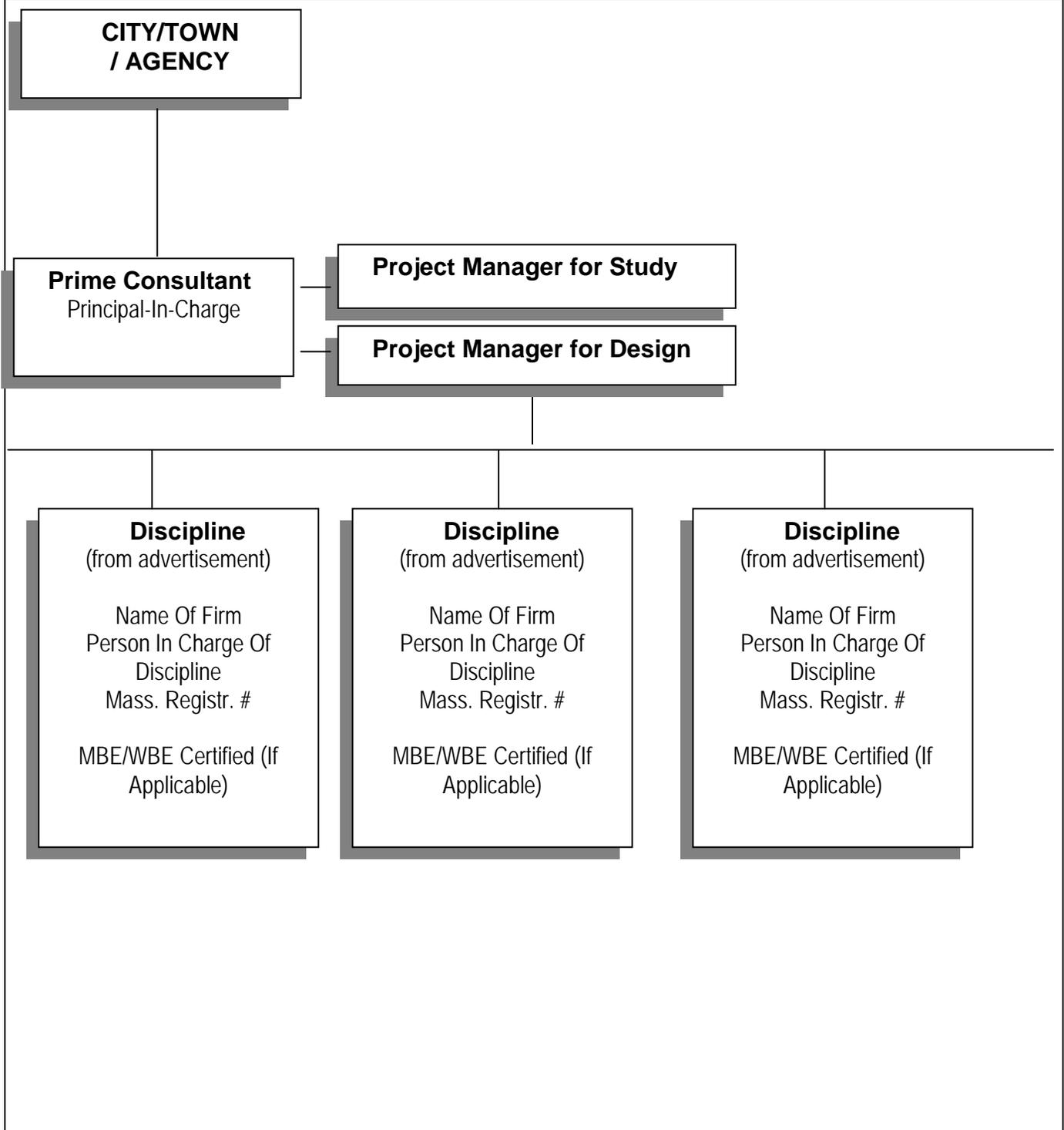
AGREEMENT FOR ARCHITECTURAL SERVICES

See Attachment "A"

"Sterling Senior Center Designer Contract Blank"

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6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume Of **ONLY** Those Prime Applicant And Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form And Limit Resumes To **ONE** Person Per Discipline Requested In The Advertisement. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 6. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel Requested In The Advertisement And They Must Be In The Format Provided. By Including A Firm As A Sub-Consultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.

a. Name And Title Within Firm:	a. Name And Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name And Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right; margin-top: 10px;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	c. Name And Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right; margin-top: 10px;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
d. Years Experience: With _____ With Other This Firm: _____ Firms: _____	d. Years Experience: With _____ With Other This Firm: _____ Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments And Availability For This Project:	g. Current Work Assignments And Availability For This Project:
h. Other Experience And Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience And Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current And Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimate)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

List Current And Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In 8b. The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimate d)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.
(Add/subtract rows or pages as needed)

Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location And Principal-In- Charge	Awarding Authority (Include Contact Name And Phone Number)	Construction Costs (Actual, Or Estimated If Not Completed)	Completion Date (Actual or Estimated)
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
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12. Provide A List Of All Projects On Which Monies Were Paid By You, Or On Your Behalf, As A Result Of Professional Liability Claims Occurring Within The Last 7 Years And In Excess Of \$50,000 Per Incident. Please Include Project, Client Names And Explanation. (Attach Separate Sheet If Necessary): **PLEASE ANSWER "YES" or "NO". IF "YES" PLEASE GIVE DETAILS.**

13. Name Of Sole Proprietor Or Names Of All Firm Partners And Officers:

Name Status/Discipline	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #
a.				d.		
b.				e.		
c.				f.		

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name Status/Discipline	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #
a.				d.		
b.				e.		
c.				f.		

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title Ownership	MA. Reg.#	% Ownership	MA. Reg.#	Status/Discipline	Name And Title
a.					d.
b.					e.
c.					f.

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer" as defined in Chapter 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under pains and penalties of perjury.

Submitted by _____ (Signature)	Printed Name _____ and _____ Title _____	Date _____
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ATTACHMENT A

AGREEMENT TOWN OF STERLING, MA Contract for Designer Services

PROJECT TITLE:

PROJECT TYPE:

This AGREEMENT is made under seal the ____ day of _____ in the year Two Thousand and _____, between the Town of Sterling, Massachusetts, by its Senior Center Building Committee, the AWARDING AUTHORITY, and _____, with an address of _____ acting as PROJECT ARCHITECT (the DESIGNER).

The scope of services is set forth in Attachment A.

ARTICLE 1: DEFINITION OF TERMS

- 1.1 GENERAL LAWS -- the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.
- 1.2 DESIGNER -- the individual or firm performing professional services under this AGREEMENT.
- 1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in ARTICLE 16.
- 1.4 NOTICE TO PROCEED -- written communication from the Awarding Authority, constituting an essential condition of this AGREEMENT, authorizing the Designer to perform services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost. Proceeding with various phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.
- 1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.6 CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project, including all change orders.
- 1.7 TOTAL CONSTRUCTION COST -- the sum of the actual construction contract award price and each authorized change order revising the

construction contract award price. The construction contract award price shall be the same as the construction price of the lowest responsible and eligible bidder.

- 1.8 AWARDING AUTHORITY -- The board, commission, agency or department of the Town having authority to award design and construction contracts in connection with the Project.
- 1.9 PROJECT -- the building project for which designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).

ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS

- 2.1 The Designer shall not employ additional consultants not named in the proposal(s) nor sublet, assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval and written consent of the Awarding Authority. The Awarding Authority shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.
- 2.2 Except as otherwise provided in this AGREEMENT or authorized by the Awarding Authority, the Designer shall employ within the basic fee for this project the following consultants where their specific services are required: Architect, Structural Engineer, Civil Engineer, Sanitary Engineer, Mechanical Engineer, Landscape Architect, Cost Estimator, and Electrical Engineer, and any other consultant specifically listed in the proposal. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.
- 2.3 When the Designer receives payment from the Awarding Authority, the Designer shall promptly make payment to each consultant whose work was included in the work for which payment was made by the Town. The Awarding Authority shall have the contractual right, but not the obligation, to require corrective measures necessary for the best interests of the Town.

ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS

- 3.1 The Awarding Authority shall furnish to the Designer available surveys of the project building site, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.
- 3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of

data, except in instances where written exception to the contrary is specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior written authorization of the Awarding Authority.

- 3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.
- 3.4 If a consultant's services estimated to cost more than \$25,000 are required, including the services of a qualified testing laboratory functioning under the jurisdiction of both a Massachusetts registered Engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and approved by the Awarding Authority. Consultant fee proposals shall be received by the Designer and accompanied with recommendations of approval submitted to the Awarding Authority before any work is authorized. Such consultants shall carry adequate Liability Insurance. When a consultant's services are estimated to cost \$25,000 or less, the Designer shall use established standard rates for such services.
- 3.5 Drawings and/or specifications needed to obtain survey or subsoil information, and any other soils engineering shall be prepared by the Designer as part of the basic fee. The Designer shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.
- 3.6 The Awarding Authority will compensate and reimburse the Designer as provided in ARTICLE 9 for the cost of consultant services performed under this Article. For responsibility, coordination inspection, analysis and evaluation of consultant services retained under this ARTICLE, the Designer shall similarly be compensated as provided by ARTICLE 9.

ARTICLE 4: COMPLIANCE WITH LAWS

- 4.1 The Designer shall perform the work required under this AGREEMENT in conformity with all requirements and standards of the Awarding Authority, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government. The Construction Documents shall comply with all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders. The Designer, including all approved consultants and subcontractors, shall comply with all applicable provisions of the rules and regulations of the President's Committee on Equal Employment Opportunity and Procedures promulgated by the Governor of Massachusetts or his designees, insuring

equal opportunity for employees and minority and women-owned business enterprises.

ARTICLE 5: PROFESSIONAL RESPONSIBILITY

5.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this AGREEMENT.

The Designer shall commence work under this AGREEMENT upon written notice to proceed issued by the Awarding Authority in conformance with the provisions of Section 1.4 of this AGREEMENT. The Designer shall complete the services required under this AGREEMENT in a prompt and continuous manner, and to meet such time limits as are established during the course of the AGREEMENT and stated in each Notice to Proceed. If the completion of the scope of work is delayed through no fault of the Designer, the time limit may be extended upon written approval of the Awarding Authority.

5.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking and reviewing by the Awarding Authority will not be necessary. Any changes, corrections, additions or deletions made by the Awarding Authority shall be incorporated in the design of the Project unless detailed objections thereto are received from the Designer and approved by the Awarding Authority.

5.3 The designer shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.

5.4 Neither the Awarding Authority's review, approval or acceptance of, nor payment for any of the services furnished shall be construed to operate as a waiver of any rights under the AGREEMENT or any cause of action arising out of the performance of the AGREEMENT.

ARTICLE 6: DESIGNER SERVICES

6.1 TYPE 1 CONTRACTS; STUDIES, PROGRAMS, MASTER PLANS, REPORTS

1. Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary within the Awarding Authority and shall prepare and

submit programs, preliminary reports, master plans, studies, sketches, space utilization criteria and estimates in accordance with the Scope of Services set forth in Attachment A to this AGREEMENT. Monthly progress reports shall be submitted by the Designer to the Awarding Authority. The Designer shall prepare and submit concept sketches of various design ideas to determine a workable plan solution in terms of the programs, funds available, and as complete an overall design concept as possible, including cost estimates. The Designer shall furnish to the Awarding Authority eight (8) copies of the report for final approval on or before the date set forth in the Notice to Proceed or any supplement thereto.

6.2 TYPE 2 CONTRACTS -- DESIGN AND CONSTRUCTION

1. Phase 1. - Schematics

Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary with the Awarding Authority for the purpose of arriving at a mutual understanding of the Awarding Authority's project needs. Thereafter, the Designer shall prepare and submit to the Awarding Authority single line schematic drawings including floor plans, elevations and space criteria to establish basic design ideas and respective cost estimates as set forth in the scope of services included as Attachment A. The Designer shall submit to the Awarding Authority for approval six (6) copies of said schematic plans, outline specifications and cost estimates, on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Designer shall have obtained from the Awarding Authority an extension of time in writing.

Estimated construction cost and fee as set forth in the original Notice to Proceed will not be changed by the Awarding Authority without the agreement of the Designer.

2. Phase 2. - Design Development

Upon receipt of a Notice to Proceed the Designer shall prepare from the approved Phase 1 documents complete design development documents consisting of plans, outline specifications, and cost estimates and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to enable the Awarding Authority to study and understand the progress and development of the Project. Such plans outline specifications and cost estimate shall be subject to the written approval of the Awarding Authority. The Designer shall submit to the Awarding Authority for approval six (6) copies of said design development documents on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto,

unless the Designer shall have obtained from the Awarding Authority an extension of time in writing.

3. Phase 3. - Construction Documents

Upon receipt of a Notice to Proceed from the Awarding Authority for Phase 3 of the Project, the Designer shall meet as necessary with the Awarding Authority, and shall prepare and submit to the Awarding Authority on or before the date or time specified in the Notice to Proceed or any supplement thereto, complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the design development, outline specifications and construction cost estimate approved in Phase 2 of the Project, the Notice to Proceed with Phase 3, or any subsequent modification thereto. The detailed estimate of the cost of the Project shall include quantities of all materials and unit prices of labor and materials as well as cost estimates for each item of work. Such working plans and specifications and cost estimates shall be subject to the written approval of the Awarding Authority. The Designer shall furnish to the Awarding Authority for approval six (6) sets of the said plans, specifications and construction cost estimates.

Following the approval of the plans, specifications and construction cost estimates, the Designer shall incorporate all changes required by the Awarding Authority in the working drawings and specifications and shall prepare and transmit to the Awarding Authority one set of Construction Contract Documents for approval.

Phase 4. - Bidding Phase

Upon written approval of Construction Contract Documents, and a Notice to Proceed, the Designer shall prepare the final Construction Contract Documents, including advertisements for receipt of proposals for construction contractors, shall assist in distributing the bidding documents to prospective bidders, and shall prepare and transmit all addenda. The Designer shall assist the Awarding Authority in pre-qualifying bidders, shall conduct a pre-bid conference with potential bidders, shall assist in obtaining bids, shall conduct a qualification review of the low bidder and transmit his recommendations as to the award of the construction contract to the Awarding Authority, and shall prepare all notices required to be published in the Central Register. All services shall be in accordance with the requirements of the General Laws relating to public construction projects.

If the bid of the lowest responsible and eligible bidder exceeds the Fixed Limit of Construction Cost, if any, the Awarding Authority shall have the option to (a) give written approval of an increase in such Fixed Limit, (b) re-bid the Contract within a reasonable period of time, or (c) instruct the Designer in writing to provide such revised Construction Contract Documents as the Awarding Authority may require to bring the cost within

the Fixed Limit. In the case of (c), the Designer may in connection with such revisions make reasonable adjustments in the scope of the Construction Contract or quality of the work allowed therein subject to the written approval of the Awarding Authority, which approval shall not be unreasonably withheld. The Designer shall not be entitled to any additional compensation for such services.

The Designer shall review all construction bids for the purpose of advising the Owner on whether the bids are based upon the payment of the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The Designer shall inform the Owner of any bid which, because of its amount, does not realistically appear to contemplate the actual payment of said prevailing wage rates to laborers to be employed on the project.

5. Phase 5 - Designer's Services During Construction

Upon the award of the construction contract the Designer and his consultants shall, for the purpose of protecting the Awarding Authority against defects and deficiencies in the work of the Project: (1) be charged with general administration of the construction contract, including review and processing of the General Contractor's applications for payment and change order proposals; preparation of a monetized "punch list" of remaining work following substantial completion of the project work, and subsequent inspection to determine completion of such punch list work; review and processing of the General Contractor's final completion and close out documentation and assistance to the Awarding Authority in the close out process; (2) furnish the General Contractor with information for establishing lines and grades and such large scale drawings and full sized detailed drawings as the Awarding Authority may require; (3) promptly check and approve samples, schedules, shop drawings and other submissions by the General Contractor; (4) make weekly visits to the site or sites of the Project; (5) conduct semi-final and final inspections of the construction project and report the results of such inspections in writing to the Awarding Authority; (6) require each consultant employed in accordance with ARTICLE 2 above to make visits when necessary, and more often if requested by the Awarding Authority, for the same purposes during the progress of that portion of the said construction to which the consultant's services relate and to report in writing thereon to the Designer; (7) report to the Awarding Authority weekly in writing on the progress of construction including whether or not the contractor is keeping record drawings; (8) recommend rejection of all project work observed by the Designer which fails to conform to the Contract Documents; (9) decide all questions regarding interpretation of or compliance with the Contract Documents, except as the Awarding Authority may in writing otherwise determine; (10) review and act on all requests for changes in plans, specifications, work, or contracts for the Project; and (11) upon written instructions from the Awarding Authority, furnish working plans and specifications for any such change.

The Designer shall be familiar with the provisions of the General Laws for payment to contractors and shall submit to the Awarding Authority all requisitions for payment submitted by the general contractor. With respect to each such requisition, he or she shall certify to the best of the Designer's knowledge that the percentage of work included in the requisition is accurate and the work performed conforms to the contract documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, said Designer shall forward it for payment to the Awarding Authority dated but unsigned with an accompanying letter of explanation setting forth objections and recommended changes. The Designer shall coordinate the required weekly visit to the construction site in such a manner to be able to return to his office with the contractor's payment bearing the Designer's approval or letter of exceptions. Timely payments of general contractors is required by General Laws Chapter 30, section 39K; therefore, the Designer shall establish office procedures assuring either immediate mail or messenger delivery of the requisition for payment to the Awarding Authority, and shall process requisition for payment within forty-eight hours of receipt.

The Designer's responsibility to provide basic services for the construction phase under this agreement commences with the award of the contract for construction and terminates upon the issuance to the Awarding Authority of the final certificate of payment and the Awarding Authority's acceptance of the completed project.

The Designer will exercise the utmost care and diligence in discovering and promptly reporting to the Awarding Authority any defects or deficiencies in the work of the General Contractor or any of its subcontractors, or their agents or employees, or any other person performing any of the Work in the construction of the Project. The Designer represents that it will follow the highest professional standards in performing all architectural services under this Agreement. Any defective Designs or Specifications furnished by the Architect will be promptly corrected by the Designer at no cost to the Awarding Authority, and the Designer will promptly reimburse the Awarding Authority for all damages, if any, resulting from the use of such defective Designs or Specifications. The Awarding Authority's approval, acceptance, use of or payment for all or any part of the Designer's services hereunder or of the Project itself shall in no way alter the Designer's obligations or the Awarding Authority's rights hereunder.

Phase 6. - Record Drawings, Reports, Calculations

Before examining the requisition for final payment submitted to the Awarding Authority by the General Contractor and making any certification in response thereto, the Designer shall obtain from the General Contractor record drawings showing the actual installation of the plumbing, heating, ventilating and electrical work under the construction contract and all variations, if any. The Designer shall ascertain by his review that changes authorized by change orders are shown on the

contractor's record drawings and on the applicable original reproducible and shall submit to the Awarding Authority the complete set as revised, which reproducible shall become the property of the Awarding Authority.

Two suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Awarding Authority at the conclusion of the construction contract and prior to the expiration of the construction period.

As-Built Record Drawings shall be furnished to the Awarding Authority by the Designer.

ARTICLE 7: DESIGNER'S BASIC FEE

- 7.1 For the performance of all services required under the terms of this AGREEMENT and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with the lump sum fee for this project. The fee is a lump sum of \$_____.
- 7.2 If there is a material change in the scope of services provided in this agreement, the Designer and the Awarding Authority will mutually agree to an adjustment in the Designer's Basic Fee. Delay of one year or more by the Awarding Authority plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services.
- 7.3 The basic fee shall be paid to the Designer in accordance with Attachment B to this agreement. Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

ARTICLE 8: ADDITIONAL COMPENSATION

1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority, and preparation of change orders related thereto; (2) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (3) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (4) providing services after final payment to the contractor; (5) revising working plans and specifications submitted in their final and complete form for which

bids were not received within six months after submission; (6) making studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (7) preparing operating and maintenance manuals; (8) assisting the Awarding Authority in litigation arising out of the construction contract; and (9) performing any other professional services not otherwise required under this Contract.

2. For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Awarding Authority at the rates set forth in Attachment B.

ARTICLE 9: REIMBURSEMENT

- 9.1 The Designer shall be reimbursed by the Awarding Authority:(a) at one and one tenth (1.1) times the actual cost to the Designer of consultants hired to obtain any data in accordance with ARTICLE 3 above, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services have been approved by the Awarding Authority or its designee, which may approve a lump sum fee; (b) at one and one tenth (1.1) times the actual cost to the Designer of special consultants not specified in ARTICLE 2, and approved by the Awarding Authority or its designee, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Awarding Authority or its designee, which may approve a lump sum fee; (c) any other specially authorized reimbursement, including special printing; and (d) for all printing and reproduction costs.

ARTICLE 10: DESIGN FEES AND CHANGE ORDERS

- 10.1 The Designer shall be compensated in accordance with the rates specified in ARTICLE 8 for the services of its employees or any consultant listed in ARTICLE 2 for services associated with changes and change orders described in ARTICLE 8. The Designer shall not be compensated for any services involved in preparing change orders required to make unit price adjustments due to existing conditions. Changes for which the Designer receives no compensation under this ARTICLE shall be "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not limit the Town's legal remedies regarding such changes.

Any services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the Construction Documents or other errors or omissions of the Designer, or which result from existing conditions encountered in the

building which should have been anticipated by the Designer based on reasonable investigation of said building as required herein, shall not qualify as additional services and shall be performed within the scope of Basic Services.

- 10.2 Payments for modifications or change orders to the Designer shall be made upon completion of the Designer's work under such modifications or change orders.

ARTICLE 11: TERMINATION, NO AWARD

- 11.1 By written notice to the Designer, the Awarding Authority may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, shall be paid to the Designer by the Awarding Authority. Such payment shall not exceed the fair value of the work, as the Awarding Authority shall determine.
- 11.2 By written notice to the Awarding Authority, the Designer may terminate this contract (1) if the Awarding Authority, within sixty (60) days following written notice from the Designer of any default by the Awarding Authority under the AGREEMENT, shall have failed to remove such default or (2) if, after the Designer shall have performed all services required of the Designer in Phase 1, Phase 2, or Phase 3 of the Project, if applicable, at least six (6) months shall have lapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the AGREEMENT up to and including the date of termination shall be paid to the Designer by the Awarding Authority.

ARTICLE 12: RELEASE AND DISCHARGE

- 12.1 The acceptance by the Designer of the last payment for services paid under the provisions of ARTICLES 11 and 12 in the event of contract termination shall in each instance operate as and be a release to the Awarding Authority, and every member or agent thereof, from all claims and liability to the Designer for payment on account of services performed or reimbursable expenses incurred under this AGREEMENT, except for those written claims submitted by the Designer to the Awarding Authority with the last payment requisition.

ARTICLE 13: NOTICES, APPROVALS, INVOICES

- 13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed

by prepaid postage by, respectively, the Awarding Authority to the Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.

- 13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.
- 13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned to the Designer. No invoice, however, shall be required to be submitted or processed when the net amount due is less than \$100.00.
- 13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services.
- 13.5 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 13.6 Requests for previously authorized expenses of any nature must be accompanied by a billing or receipt from the source of the expense.

ARTICLE 14: INSURANCE

- 14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this AGREEMENT in a minimum amount of \$1,000,000.
- 14.2 The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.

Since this insurance is normally written on a year-to-year basis, the Designer shall notify the Awarding Authority should coverage become unavailable.
- 14.3 The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad public liability insurance to protect against damage or injury to persons or property.
- 14.4 The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other

similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.

- 14.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Awarding Authority at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Designer shall indemnify, defend, and hold the Awarding Authority harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses arising out of the Designer's breach of the Agreement or the negligence or misconduct of the Designer or the Designer's agents or employees.
- 14.6 Upon request of the Designer, the Awarding Authority reserves the right to modify any conditions of this Article.

ARTICLE 15: SUPPLEMENTAL CONTRACT DATA; LEGAL REQUIREMENTS

- 15.1 The Designer hereby certifies:
- (i) if an individual, the individual is a registered architect;
 - (ii) if a partnership, a majority of all the partners are persons who are registered architects;
 - (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, and the person to have the project in his or her charge is a registered architect;
 - (iv) if a joint venture, each joint venture satisfies the requirements of this section.
(Statutory reference: M.G.L. c.7C, §44)
- 15.2 The Designer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement. (Statutory reference: M.G.L. c.7C, §51)
- 15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory reference: M.G.L. c.7C, §51)

15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Designer. (Statutory reference: M.G.L. c.7C §51)

15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the

Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7C, §51)

15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with the following:

1. The Designer shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer.
2. Until the expiration of six years after final payment, the Awarding Authority, the office of the inspector general and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.
3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority, including in the Designer's description the date of the change and reasons therefore, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.
4. The Designer has filed a statement of management on internal accounting controls as set forth in Paragraph (6) below prior to the execution of this Agreement.
5. The Designer has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in subparagraph 15.6.8 below.
6. The Designer shall file with the Awarding Authority a statement of management as to whether the system of internal accounting

controls of the Designer and its subsidiaries reasonably assures that:

- (a) transactions are executed in accordance with management's general and specific authorization;
 - (b) transactions are recorded as necessary:
 - 1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and
 - 2. to maintain accountability for assets;
 - (c) access to assets is permitted only in accordance with management's general or specific authorization; and
 - (d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.
7. The Designer shall also file annually with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
- (a) whether the representations of management in response to this paragraph and paragraph 15.6.6(b) above are consistent with the result of management's evaluation of the System of internal accounting controls; and
 - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.
8. The Designer shall annually file with the Awarding Authority during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by accountant's report.
9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 15.6 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 15.6.2. (Statutory reference: M.G.L. c.30, §39R)

- 15.7 The Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7C, §51)
- 15.8 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, §44M)
- 15.9 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (Statutory reference: M.G.L. c.62C, §49A)

For agreements not in excess of \$100,000, Section 15.5 and subsections 15.6.3 – 15.6.8 do not apply.

ARTICLE 16: MISCELLANEOUS PROVISIONS

- 16.1 One (1) reproducible copy of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Designer's rights under this AGREEMENT.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.
- 16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer, and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.
- 16.4 The Designer agrees that the Awarding Authority and any of its officer or employee assume no personal liability under this Agreement.
- 16.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 16.6 In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall

attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, on the day and year hereinabove first written, the Designer has caused this agreement to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized to do so, and the _____ has signed this agreement on behalf of the Awarding Authority.

Accepted by Designer

Accepted by Awarding Authority

By: _____

Name:

Title: _____

Approved as to Form

Town Counsel

234996/kope/0003