

Town of Boxford
Legal Notice

Owners Project Management Services

The Town of Boxford, through its Permanent Building Committee (PBC), requests submissions from qualified firms for Owners Project Management services to re-purpose a vacant municipal building at 10 Elm Street, Boxford, MA. into the Boxford Community/Senior Center. Project includes partial demolition, partial historic restoration, and addition for a total of 5,000 sq ft. Design will begin in January 2020. Estimated construction cost is \$3.4 million. RFQ documents available from the Town Administrator/CPO, via e-mail the Town Website:

<https://www.town.boxford.ma.us/bids.>; Submissions are due Thursday, October 17, 2019 by 2:00 p.m. addressed to: Boxford Permanent Non-School Building Committee, c/o Alan Benson, Town Administrator/CPO, Town Hall, 7A Spofford Road, Boxford, MA 01921. Town reserves the right to reject any and all proposals, to waive any defects, informalities, and minor irregularities; and to award contracts or cancel this RFQ if it is in the town's best interest to do so. The Town of Boxford encourages MBE and WBE firms to apply.

Town of Boxford, MA
REQUEST FOR QUALIFICATIONS
OWNER'S PROJECT MANAGEMENT (OPM) SERVICES
For the Boxford Community/Senior Center
September, 2019

1. Introduction

The *Town of Boxford*, (“Owner”) is seeking the services of a qualified “Owner’s Project Manager” as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFQ, to provide Project Management Services for the design, construction, addition to and/or renovation of the *Boxford Community/Senior Center* in Boxford, Massachusetts (“Project”).

The Owner is requesting the services of an Owner’s Project Manager to represent the Owner through design development, construction documents, bid and award, construction and final closeout of the Project. The Project will include a partial demolition, renovation and expansion of an existing vacant municipal building located at 10 Elm Street to be repurposed as the *Boxford Community/Senior Center* in Boxford, Massachusetts.

2. Background

The Town of Boxford, (“Owner”), acting through its Permanent Building Committee (PBC) is seeking the services of a qualified “Owner’s Project Manager” as defined in Massachusetts General Laws Chapter 149, Section 44A1/2 and as further defined by the provisions of this RFR, to provide Project Management Services for the design, construction, addition to and “historic rehabilitation”, as defined in the Community Preservation Act, of the Cummings House, located at 10 Elm Street Boxford, Massachusetts for the purpose of rendering the Cummings House functional for use as the Boxford Community & Senior Center to consist of approximately 5,000 square feet (“Project”).

The Owner is seeking to engage the services of an Owner’s Project Manager for the designer selection, schematic design, design development, construction documents and construction bid solicitation phases of the project initially. Subject to continued funding authorized by the Town at a future Town Meeting in 2021 or later, the contract between the Owner and the Owner’s Project Manager will continue for Project Management Services through construction and final closeout of the Project.

Boxford, Massachusetts is located in Essex County, 25 miles north of Boston. The Town is governed by an Open Town Meeting form of government, with an elected five-person Board of Selectmen, and an appointed Town Administrator. The population of the Town is approximately 8,500.

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3. Project Description

The Cummings House, located in the center of Boxford's East Village was constructed in 1841 and was converted to a town library in 1940 and has an area of approximately 1,500 gross square feet. An addition was constructed in 1979 to provide additional space for the library. The Town Library has since been relocated and now occupies space in the Town Hall building. The buildings at the 10 Elm Street site have been vacant since 2014.

The voters at the May, 2019 Town Meeting authorized funding for architectural, engineering and other consultant fees and other expenses incidental and related thereto as necessary to prepare design plans and specifications, to provide construction documents, and to conduct solicitation of construction bids for the "historic rehabilitation," as defined in the Community Preservation Act, of the Cummings House for the purpose of making it functional for use as the Boxford Community & Senior Center to consist of approximately 5,000 square feet.

The design and construction documents are to include associated site work, environmental remediation, demolition of the 1979 library addition and the construction of a new addition to the Cummings House. The design is subject to review and approval by the Boxford Historic District Commission.

4. Scope of Services

The duties of the owner's project manager shall include, but need not be limited to, providing advice and consultation with respect to design, value engineering, scope of the work, cost estimating, scheduling, construction and the selection, negotiation with and oversight of a designer and with a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluation of the performance of the design professional, contractors and subcontractors, and perform such other tasks as to minimize schedule delays, ensure quality construction, facilitate communications among all parties working on the project, and complete the project within budget.

Specific Scope of Services:

All phases:

1. The Owners Project Manager will be required to attend all Permanent Building Committee Meetings as directed by the Permanent Building Committee.
2. The Owners Project Manager will be required to attend meetings with the Architect and all other meetings as directed by the Permanent Building Committee.

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3. The Owners Project Manager will prepare monthly reports and other such reports related to the project as may be directed by the Permanent Building Committee. The content and format of the reports shall be as directed by the Permanent Building Committee

A. Preconstruction Phase:

1. Assist the Permanent Building Committee with the preparation of the RFQ for Design Services and participation in the evaluation of the responses and assist in the selection of an Architect for the project.
2. Review and critique the designer's conceptual plans, and project cost estimates, resulting bid documents, for cost, constructability issues, missing items, coordination, and compliance with the requirements of M.G.L. 149, SS 44A-44L and all other applicable laws and regulations.
3. Provide advice and consultation regarding the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes, regulations, laws, policies related to successful completion of the project.
4. Cost Estimating Review and Evaluation - Services may include reconciliation of existing conceptual estimates, value engineering suggestions and resource prioritization, cost review at schematic design, design development, 50% construction document cost estimates, and 100% construction documents.
5. Assist in the division of subcontractor trade contractors. Ensure bid documents created by the designer are complete and meet all legal obligations under procurement law
6. Document Review - Provide constructability and coordination review of the documents at the following stages of design:
 - a. 100% Design Development Documents
 - b. 90% Construction Documents
7. Construction risk assessment and mitigation planning and site logistics planning
8. Scheduling - Prepare a Project Master Schedule and preliminary Construction Schedule. Assist in the preparation of the Project Control Specification for inclusion in the contract documents.
9. Quality Control Program - Work with Permanent Building Committee and architect to develop a detailed project specific quality control program that provides for the achievement of the highest quality building possible.

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10. Contractor Selection/Bidding - Assist in the development of a contractor bid list, review contractor bids and assist in final selection and procurement.
11. Subcontractor Selection/Bidding - Assist in subcontractor bid review and procurement. Assist with the Town and designer with the bid opening and contract award phase.

B. Construction Phase

1. Oversee Designer's performance on construction related issues.
2. Construction Quality Control - Monitor progress and quality of construction. Coordinate owner-provided materials testing services, review ongoing construction means and methods and quality, and facilitate the resolution of construction questions and issues.
3. Provide the services of a Clerk-of-the-Works to ensure quality control and specification compliance. The Clerk-of-the-Works shall be subject to approval by the Permanent Building Committee.
4. Project Meetings - Participate in construction meetings as the Permanent Building Committee's advocate; facilitate problem solving and communication among all team members.
5. Submittals - Provide oversight, implementation and expediting of the construction submittal process on the Permanent Building Committee's behalf to ensure compliance with project requirements and coordination of products. Identify and facilitate the resolution of required information or selections such as colors, sizes and finishes.
6. Review the progress of construction, compare progress to construction schedules, and promptly advise the Contractor, Designer, Permanent Building Committee and the Town Administrator regarding any concerns with the progress of construction. Evaluate the contractor's baseline schedule and progress submittals
7. Provide oversight of the Request for Information process and assist the designer with actions required to resolve issues.
8. Contractor and Architect Change Order Review - Provide detailed review of contractor and architect requests for change orders as well as recommendations for their disposition, assist in negotiation of the Contractor's proposals for these changes, submit recommendations to the Designer, Permanent Building Committee and the Town Administrator, and if accepted, prepare or cause the Architect to prepare change orders for the Permanent Building Committees review and the Town Administrator's approval. Establish and implement a system for monitoring and reporting on change orders, including approved change orders, pending change orders, and anticipated change orders.

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9. Contractor and Architect Progress Payment Review - Review contractor and architect applications for progress payments. Develop and implement procedures for prompt review and processing of applications for payment for the Contractor for progress and final payments, including certification requirements by the Designer. Submit recommendations to the Permanent Building Committee and Town Administrator for payment(s).
10. Town's Vendors - Assist Permanent Building Committee with the procurement, coordination and management of all Town supplied vendors such as materials testing, building signage, furniture, fixtures and equipment. Coordinate the flow of information among Town Officials, the Designer, General Contractor and other parties.
11. Prepare a full monthly written report summarizing the progress of design and construction of the project, highlighting important events and raising pending issues that must be addressed, financial spreadsheet of expenditures authorized and paid in the prior month and charts comparing expenditures to date against approved budget.
12. Review weekly payrolls and certify compliance with prevailing wage requirements for all individuals employed on the project, as required by State law.
13. Attend Permanent Building Committee meetings whenever project is on the agenda or as directed by the Permanent Building Committee.
14. Maintain a complete project file, including but not limited to, a file of correspondence, monthly reports, daily reports, payment records, photographs, videos, schedules, and files on particular issues as they arise. Inspect and observe the General Contractor's work with respect to quality, contract standards, labor standards, safety, and site security and provide final accounting to the Committee and Town Administrator at the completion of the project. Obtain satisfactory performance from each Contractor and each Subcontractor. Recommend courses of action to the Permanent Building Committee and Town Administrator when the requirements of the contract are not being fulfilled and the non-performing party will not take satisfactory corrective action.
15. Punch list - Assist architect and Permanent Building Committee in the preparation of final project punch lists and facilitate their timely completion.
16. Ensure all building commissioning and turnover is complete.
17. Project Closeout - At the conclusion of the project, secure and deliver the as-built drawings and all other construction related documents and all materials necessary for occupancy and full operation of the facility. Collect all O&M manuals and instructions, warranties, record drawings and as-builts and deliver same to Permanent Building Committee; ensure that Contractor(s) perform equipment testing and assist with the training of Town employees on equipment usage and maintenance.

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18. At the conclusion of the project, prepare a standard contractor evaluation form for the Division of Capital Asset Management concerning the Designer, General Contractor and Subcontractor's performance as required and present same to the Permanent Building Committee for its review and approval.

5. Minimum Requirements and Evaluation Criteria:

Minimum Requirements.

For the purposes of this subsection, the term "owner's project manager" shall mean an individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of providing project management services for the construction and supervision of construction of buildings. The owner's project manager shall be a person who is registered by the Commonwealth as an architect or professional engineer and who has at least 5 years' experience in the construction and supervision of construction of buildings or a person, if not registered as an architect or professional engineer, who has at least 7 years' experience in the construction and supervision of buildings.

The Owner's Project Manager must be independent of the designer, general contractor or any sub-contractor involved in the building project.

The Owner's Project Manager must show it has thorough knowledge of the Massachusetts State Building Code, as amended, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project.

The Owner's Project Manager must show it has thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures.

In order to be eligible for selection, each Respondent must certify in its cover letter that it meets these minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration.

Evaluation Documentation

The purpose of information requested in this section is to assist Boxford in evaluating the bidding consultant's overall qualifications, including its methodologies and technical abilities, and previous experience.

- 1) Management approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by proposed project staffing; proposed project management systems; effective information management; and examples of problem-solving approaches to resolving issues that impact time and cost.

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- 2) Key personnel: Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Manager, Project Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered.
- 3) Capacity and skills: Identify existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by Subconsultants.
- 4) Current Workload: Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million.
- 5) Demonstrate and describe experience working with life cycle cost analyses and recommendations to Owners regarding building materials, finishes, components and systems.
- 6) A list of at least three public sector entities for which you have performed similar services. Identify contact information at each, dates of the contract and the nature of the project. These contacts shall serve as references.

Evaluation Criteria

In addition to the requirements set forth above, all Respondents must demonstrate that they have significant experience, knowledge and abilities with respect to public construction projects of comparable scope and scale to the Boxford Community & Senior Center. The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following:

Note: All evaluation criteria will be graded 0 to 5. 0 represents "Not Advantageous" and 5 represents "Most Advantageous." All criteria will be equally weighed on this 0 to 5 scale.

1. Experience demonstrated by the proposed Project Team in designing similar projects as outlined in the scope of services.
2. Quality of work, as determined by information on other projects on which the consultant and the personnel has worked. The bidding consultant should provide detailed information about previous projects that are similar to work described in this scope of services.

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3. Professional qualifications: The Project Team has the requisite knowledge and experience to perform the work described in this RFP. In addition, the relevant personnel on the team have the professional licenses required to execute this project.

4. Quality of references: The provided references should be able to comment substantively and positively on their experiences with the consultant. Boxford will contact these references and, in order to perform further due diligence, will also contact and consider the experiences of clients of the proposer and subcontractors other than those provided by the consultant. Boxford reserves the right to use itself as a reference.

5. Capacity and Timeliness: The Project Team appears to have the capacity to undertake this project in a timely manner.

6. Responsiveness to Scope of Services. The Project Team has demonstrated that it understands the requirements of the scope and has proposed a strategy for carrying out the work effectively

6. Selection Process and Schedule

Process

The Permanent Building Committee (PBC) will review all proposals based upon the above criteria. A standard scoring sheet will be used for all respondents. Findings from this evaluation may be used to select at least three finalists. The PBC may elect to conduct interviews of these finalists and/or the collection of information necessary to render a decision, the Permanent Building Committee will rank the finalists in order of qualifications. All finalists will be treated equally and the reasons for the rankings will be set down in writing. This information will be forwarded to the Boxford Town Administrator/Chief Procurement Officer who may choose to appoint an OPM from among the finalists in order of rank, subject to successful fee negotiations as appropriate. The Town of Boxford reserves the right to reject any and all requests for qualifications.

In order to establish a short list of Respondents to be interviewed, the Owner will base its initial ranking of Respondents on the above Evaluation Criteria. The Owner will establish its final ranking of the short-listed Respondents after conducting interviews and reference checks.

The Owner reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion. The Owner may or may not, within its sole discretion, seek additional information from Respondents.

This Request for Qualifications, any addenda issued by the Owner, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No

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substitution or replacement of key personnel or change in the Subconsultants identified in the response shall take place without the prior written approval of the Owner.

The selected Respondent(s) will be required to execute a Contract for Project Management Services with the Owner in the form that is attached hereto as Attachment A and incorporated by reference herein. Prior to execution of the Contract for Project Management Services with the Owner, the selected Respondent will be required to submit to the Owner a certificate of insurance that meets the requirements set forth in the Contract for Project Management Services.

Prior to execution of the Contract for Project Management Services, the fee for services shall be negotiated between the Owner and the selected Respondent to the satisfaction of the Owner, within its sole discretion. The initial fee structure will be negotiated through the Feasibility Study/Schematic Design Phase. The selected Respondent, however, will be required to provide pricing information for all Phases specified in the Contract at the time of fee negotiation.

Expectations of the Proposals

1. Proposals: A written proposal in response to this RFR must include full and clear descriptions of relevant expertise related to the Evaluation Criteria outlined above. A Selection Committee will evaluate each proposal based on these evaluation criteria.
2. OPM FEES: Price will not be considered when initially evaluating a proposal. After the finalists have been ranked, Boxford will enter in price negotiations with the offeror. Note that Boxford intends to aggressively negotiate low overhead and mark-up costs for sub-consultants particularly when the work primarily involves only the sub-consultant. **The estimated construction cost is: \$3.4 million.**
3. References: References will be contacted to determine if the consultant is responsive and responsible. References will be asked about their overall impression of the bidding consultant, quality of work performed, understanding of factors affecting implementation, and the timeliness of the product. Boxford and/or its representative may visit up to three comparable projects by each bidding consultant to be interviewed.
4. Interviews: The Selection Committee shall interview up to three finalists to determine if the bidding consultant is responsive and responsible, and meets Boxford's needs. The Boxford Town Administrator reserves the right to interview all finalists if he so chooses, after the Selection Committee's deliberations. Bidding consultants should be prepared to travel to Boxford for this interview, which should include the Team Leader and additional key personnel who will be working on projects on a day-to-day basis. Boxford will not assume any travel costs related to these interviews.
5. Award of Contract: Boxford intends to award a contract to the most responsive and responsible bidding consultant offering the most favorable negotiated price; but reserves the right

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to reject any and all proposals if it determines that it is in the best interest of the Town of Boxford to do so.

Schedule

The following is a preliminary schedule noting target dates for phases and tasks to be completed. This schedule will be refined based on the results of the work completed during the Pre-Construction phase work and project requirements:

<u>TASK</u>	<u>ESTIMATED COMPLETED BY</u>
Selection of OPM	October 30, 2019
Solicit for Designer	November, 2019
Selection of Designer	December 30, 2019
Complete Schematic Design	February, 2020
Design Development	May, 2020
Regulatory Approvals	September, 2020
Construction Documents	December, 2020
Bidding	March, 2021
General Contract Award	May, 2021
Project Completion	September 2022

7. Proposal Submission Requirements

Submit 8 (*eight*) hard copies of the response to this Request for Qualifications.

Documents to include:

1. Standard Designer Selection Application for Cities and Towns (attached).
2. Detailed cover letter that demonstrates compliance with all "Minimum Requirements" listed above.
3. Documents that are responsive to the request for "Evaluation Documents" listed above.

8. Other Provisions

1. Public Record

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

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2. Waiver/Cure of Minor Informalities, Errors and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Owner and its beneficiaries.

3. Communications with the Owner

The Owner's Procurement Officer for this Request for Qualifications is:

Mr. Alan Benson, Town Administrator/CPO
7A Spofford Road
Boxford, MA 01921
e-mail: procurement@town.boxford.ma.us
Telephone: (978) 887-6000 x502
Facsimile: (978) 887-5361

Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Procurement Officer must be limited to that business, and must not relate to this RFQ. In addition, such respondents shall not discuss this RFQ with any of the Owner's consultants, legal counsel or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

4. Costs

The Town of Boxford will NOT be liable for any costs incurred by any Respondent in preparing a response to this RFQ or for any other costs incurred prior to entering into a Contract.

5. Withdrawn/Irrevocability of Responses

A Respondent may withdraw and resubmit their response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

6. Rejection of Responses, Modification of RFQ

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFQ does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the

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right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.

7. Subcontracting and Joint Ventures

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

8. Validity of Response

Submitted responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

Requests for Qualifications may be obtained on or after September 25, 2019 from:
The Town of Boxford website:
http://www.town.boxford.ma.us/Pages/BoxfordMA_Admin/rfp/bids

Any questions concerning this Request for Qualifications must be submitted in writing to
Alan Benson, Town Administrator/CPO
7A Spofford Road
Boxford, MA 01921

Sealed Responses to the Requests for Qualifications for Owner's Project Manager Services must be clearly labeled "Owner's Project Management Services for the Boxford Community/Senior Center" and delivered to:

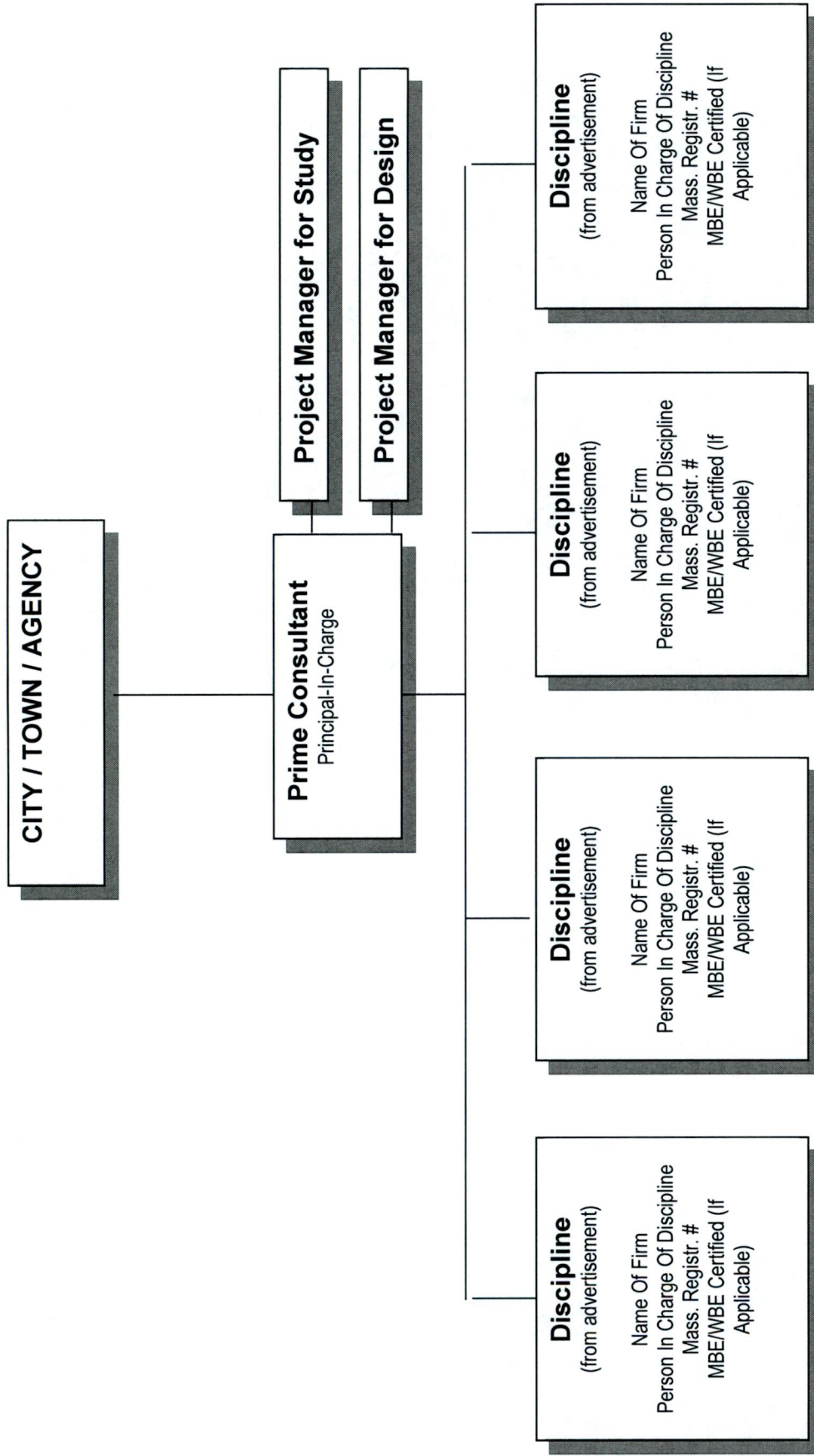
Mr. Alan Benson, Town Administrator/CPO
7A Spofford Road
Boxford, MA 01921,

no later than 2:00 PM on Thursday, October 17, 2019. The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

ATTACHMENT

Standard Designer Application Form for Municipalities

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:



<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. 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.</p>	
a. Name and Title Within Firm:	
b. Project Assignment:	
c. Name and Address Of Office In Which Individual Identified In 7a Resides:	<p> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE </p>
d. Years Experience: With This Firm: _____ With Other Firms: _____	
e. Education: Degree(s) /Year/Specialization	
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	
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):	

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 Estimated)	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)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In 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 Estimated)	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.

# of Total Projects:		# of Active Projects:		Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
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 (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New	
		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 ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
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12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

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

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

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

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

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

Name And Title	% Ownership	MA Reg.#	Status/Discipline	Name And Title	% Ownership	MA Reg.#	Status/Discipline
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 that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

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

ATTACHMENT

Template Designer Services Contract

**AGREEMENT
TOWN OF BOXFORD, MA
Contract for Designer Services**

PROJECT TITLE:

PROJECT TYPE:

This AGREEMENT is made under seal the ___ day of _____ 2019, between the Town of Boxford, Massachusetts, by its Town Administrator/CPO, the AWARDING AUTHORITY, and _____, with an address of _____ acting as PROJECT ARCHITECT or PROJECT ENGINEER (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 services under this Agreement. Any defective Designs or Specifications furnished by the Designer 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 or engineer;
 - (ii) if a partnership, a majority of all the partners are persons who are registered architects or engineers;
 - (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 or engineers, and the person to have the project in his or her charge is a registered architect or engineer;
 - (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 Boxford Town Administrator/CPO has signed this agreement on behalf of the Awarding Authority.

Accepted by Designer

By: _____

Name: _____

Title: _____

Accepted by Awarding Authority

Approved as to Form

Town Counsel

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