

**TOWN OF LAKEVILLE**  
**REQUEST FOR QUALIFICATIONS (RFQ)**  
**FOR**  
**ARCHITECTURAL/DESIGN SERVICES**  
**FOR THE**  
**LAKEVILLE POLICE STATION**  
**BUILDING PROJECT**  
**LAKEVILLE, MASSACHUSETTS**

**Proposals Due: 11/30/16 @ 2:00 PM**  
**Late Proposals Will Be Rejected.**

**Deliver Complete Proposals To:**

Town of Lakeville  
C/O Town Administrator  
Lakeville Town Office Building  
346 Bedford Street  
Lakeville, MA 02347

**Proposals must be sealed, and the package or envelope clearly labeled with the following:**

“Lakeville Police Station Construction Project  
Designer Services for Lakeville Police Station Project.”  
Responder’s name and address

**Proposals Available Through:** Tracie Craig-McGee, Executive Assistant to the Town Administrator and the Board of Selectmen on 11/2/16. Please contact by email at; [tcraig-mcgee@lakevillema.org](mailto:tcraig-mcgee@lakevillema.org).

*The Town of Lakeville reserves the right to reject any or all proposal*

# **Request for Qualifications (“RFQ”) Designer Services for the Lakeville Police Station Renovation Project**

## **I. GENERAL INFORMATION**

In accordance with Massachusetts General Laws, Chapter 149, Sec. 44A½, the Town of Lakeville, by and through its Board of Selectmen and Police Station Design Review Committee, is requesting proposals for the services of a Designer to represent the Town’s interests in designing the new Lakeville Police Station to be located on 323 Bedford Street. The estimated construction cost is \$6 million. The fee will be negotiated with the selected Designer. The RFQ will be available on 11/2/16. by emailing the Selectmen’s Office at [traig-mcgee@lakevillema.org](mailto:traig-mcgee@lakevillema.org). Proposals, sealed and clearly marked “Lakeville Police Station Construction Project, Response to RFQ for Designer Services,” are due no later than 11/30/16 by 2:00pm in the Board of Selectmen’s Office, 346 Bedford Street, Lakeville, MA 02347. The contact person is Tracie Craig-McGee, Executive Assistant to the Town Administrator and the Board of Selectmen. The Lakeville Board of Selectmen is the awarding authority. The Town reserves the right to reject any or all proposals and to only award a contract if it is in the best interest of the Town to do so. The Town of Lakeville is an equal opportunity employer.

Responses to the RFQ will be accepted until 2:00pm on 11/30/16 at the offices of the Town Administrator, (15) copies of the application must be submitted in a sealed envelope marked “Designer Services for Lakeville Police Station Project.” All written applications will be evaluated and a short list of finalists will be developed. The finalists will be interviewed and a final selection made after the completion of the interview process.

The successful firm to this RFQ will be required to furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) to perform the services as identified in the DRAFT Scope of Services issued hereunder as Attachment A for design services for the Town.

Questions concerning this RFQ must be submitted in writing to: Taylor MacDonald or Richard Pomroy at Pomroy Associates (Owners Project Manager), 49 Bedford St, East Bridgewater MA, 02333; Email: at [tmacdonald@pomroyassociates.com](mailto:tmacdonald@pomroyassociates.com) or [rpomroy@pomroyassociates.com](mailto:rpomroy@pomroyassociates.com) before 2:00PM, on 11/25/16. Questions may be delivered, mailed, or emailed. Written responses will be mailed, or emailed, to all bidders on record as having requested the RFQ.

The minimum qualifications and comparative evaluation criteria are set forth below. Each applicant must be an architect registered in Massachusetts and must have experience in the design and construction of police station buildings.

The Town will evaluate all applications submitted, eliminate any applications that do not meet the Minimum Criteria, develop a ‘short list’ of approximately three applicants, and schedule interviews with those applicants. The contract will be awarded in accordance with the Designer Selection Statute. The Designer’s fee will be negotiated and the

Designer will prepare and execute a mutually acceptable CONTRACT for the services to be provided. The Designer will also be required to execute a Certificate of Non-Collusion and Certificate of Tax Compliance and to submit a completed DCAMM Standard Designer Application Form, all as required by law.

## **II. BACKGROUND**

### **Town Background**

The Town of Lakeville is a community of 11,750 residents bordering the Towns of Freetown, Rochester, Middleborough and Berkley. Lakeville's form of government is open Town Meeting / three (3) member Board of Selectmen and a Town Administrator.

### **Police Station Project**

The Lakeville Police Department has a current roster of 17 full-time Police Officers, 8 Reserve Police Officers, 7 Special Police Officers, 5 full-time Dispatchers and 3 part-time Dispatchers. The Department's fleet of vehicles includes 13 patrol cars.

At the Town Meeting of June 6, 2016, voters approved funding for \$400,000 for a preliminary design of a new Police Station, and all incidental and related costs, including but not limited to the site work, hiring of architects, engineers, a Project Manager, and other professionals for the preparation of designs, working drawings, bid documents and related materials; and for all costs incidental and related thereto for the project.

The Town has reviewed several facilities within the region to determine its preference for suitable designs and has been favorable inclined towards the design of Police Station in the Town of Marion, MA. The Town intends that the design for its Police Station Project follow that of the recently constructed Marion Police Station.

## **III. SCOPE OF SERVICES**

The Designer will be contracted to perform Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration/Close-Out services.

## **IV. MINIMUM QUALIFICATIONS OF APPLICANTS**

The Designer must meet the following minimum qualifications:

1. The Designer must demonstrate a minimum of five years of experience in the design and administration of public buildings in Massachusetts.
2. The Designer must have provided full architectural design services for minimum of (3) police stations in the past ten (10) years, including one (1) police station designed and constructed within the past five (5) years. Designers without police station design experience will not be considered.
3. The Designer must possess the knowledge of and experience in legal requirements of Massachusetts public building projects.
4. The Designer must possess all the necessary current licenses and registrations to qualify under Massachusetts law to perform the function of the designer of the project.

5. The Designer must provide evidence of insurance for general liability (\$2 million combined single limit), automobile (\$2 million combined single limit), worker's compensation (statutory) and professional services liability (\$2 million minimum.).

## **V. MINIMUM REQUIREMENTS FOR APPLICATION**

Sealed proposals clearly marked "Designer Services for Lakeville Police Station Project" must be received and registered by the Town of Lakeville, Town Administrator, Rita Garbitt, delivered either by hand or by first class mail, by 2:00 pm on 11/30/16. Provide (15) copies of the proposal.

No proposals will be accepted after the time and date noted. The Town Hall is open for receiving proposals Please make note that the Town Hall hours of operation are Monday through Thursday, 9:00 AM to 5:00 PM and Fridays from 8:00 AM until 12:00 PM.

Sealed proposals must include a Commonwealth of Massachusetts Application to Designer Selection Committee form (attached) and a written proposal clearly responding to the scope and type of services offered and other selection criteria listed in the RFQ. Applicants must also execute, as required by law, and included in the sealed submission, a Certificate of Non-Collusion and the Certificate of Tax Compliance, Certificate of Authority and Debarment Disclosure Form.

The following information is specifically required in the proposal and MUST be identified in clearly labeled sections of the RFQ response and in the same order as outlined below;

- 1) Name and address of applicant, tele/fax numbers and e-mail address.
- 2) Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies as attached (Mass. Designer Selection Board application as revised May, 2014).
- 3) Proposed organization chart and resumes of key staff assigned to the project including engineering disciplines and consultants.
- 4) Description of your firm, its size and professional capabilities and qualifications. Include the professional experience and qualifications of members of the design team and consultants who will be assigned to the project, and the percentage of time anticipated to be spent by task by key individuals in the firm. Identify the individual who will bear primary responsibility for this project.
- 5) All building projects, particularly public projects, with the last five (5) years.
- 6) At least three examples of municipal construction projects completed by the project team with in the last five years, along with a brief description of each project, the year such project was completed, total project cost, and contact information for a reference. Consultants without a minimum of three (3) municipal references will not be considered. Consultants without Police Station design and construction experience will not be considered. Communication Center experience is desirable.
- 7) A short narrative demonstrating the Consultant's understanding of the project based on the information provided and a proposed schedule outlining the designers plan for completing the project as described.
- 8) Experience developing design and community consensus on public projects, particularly working with volunteer committees.

- 9) Work plan and proposed schedule for the project, including gathering information at meetings, plans and cost estimates.
- 10) Demonstrate applicant's expertise at bringing in projects at budget.
- 11) Evidence of the insurance coverage as described herein.
- 12) Applicant Certification and Proposal Signature (form attached).
- 13) Certificate of Non-Collusion (form attached).
- 14) Certificate of Tax Compliance with local, state and federal tax laws (C62cs.49A) form attached.
- 15) Certificate of Authority (form attached).
- 16) Debarment Disclosure Form (from attached).
- 17) Other information the Applicant considers being material.

## **VI. EVALUATION CRITERIA**

In addition to the minimum requirements set forth above, all Respondents must demonstrate that they have significant experience, knowledge and abilities with respect to public construction projects, particularly involving the construction and renovation of police stations in Massachusetts. The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following:

### **The evaluation will be based on the following criteria:**

1. Quality and content of Application, including degree of completeness.
2. Relevant experience and professional qualifications (including professional registration in the Commonwealth of Massachusetts) of the architect and key personnel, including any consultants who will work on the project.
3. Experience with completed construction projects of similar size and complexity of the proposed Police Station. Consultants without Police Station design and construction experience will not be considered.
4. The Applicants ability to provide the opportunity for fast track design options.
5. Prior experience in working with staff and community involvement groups during the design and construction phases.
6. The applicant's understanding of the project goals and proposed design solutions.
7. The Town's assessment of the designer's availability to provide subsequent final design and construction service.
8. Applicant's immediate availability to begin the project after the Notice to Proceed is executed.
9. The proposal shall include the designers suggested procedures and time table to carry out the work as described in the scope of services and project timing. The proposal shall clearly demonstrate the ability to complete the work in the allotted time frame.
10. Financial Stability: Credit references, annual reports and bonding capacity may be requested.
11. Demonstrative ability to provide energy efficient designs and history with pursuing grant opportunities.

The Town will evaluate written applications and check such references as may be appropriate. The Town will develop a short list of finalists and interview those finalists. The final selection will be made after the interview process is complete.

## **VII. EVALUATION AND SELECTION PROCESS, SELECTION SCHEDULE**

- 1) All statements of qualifications shall be received and evaluated in conformance with the requirements of M.G.L. c.7C, §§44-58.
- 2) Responses to this RFQ will be evaluated by a designer selection committee.
- 3) Identified reviewers must rank the Responses based on the weighted evaluation criteria identified in the RFQ and must short-list a minimum of three Responses (or fewer if there are fewer than three responses).
- 4) Short listed Respondents will be invited to make a presentation to and be interviewed by the Designer Selection Committee. 45 minutes will be allotted to the presentation and interview. References of all short-listed Respondents will be verified by telephone or personal interview by a committee member or members or by the Town Administrator or Assistant Town Administrator. After completing interviews of those short list Respondents who choose to be interviewed and a review of the results of reference verifications the Designer Selection Committee shall rank the short list Respondents.
- 5) The Owner will commence fee negotiations with the first-ranked selection.
- 6) If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.
- 7) The first-ranked selection may be asked to participate in a presentation to the Lakeville Board of Selectmen at a scheduled public meeting of the Board and/or submit additional documentation, as required by the Board.
- 8) If less than three responses are received or if fee negotiations fail, the Owner reserves the right to reject all responses and re-advertise for responses. The Owner reserves the right to modify, amend or supplement the RFQ in the event the Owner elects to re-advertise.

**Selection Schedule** - The following is a tentative schedule of the selection process, subject to change at the Owner's discretion.

- Central Register Publication – 11/2/16
- Designer Briefing – No Briefing
- Deadline for Questions – 11/25/16 @ 2:00pm
- Deadline for Submission of RFQ - 11/30/16 @ 2:00pm
- Short List Established – 12/7/16
- Interviews Conducted – Week of 12/12/16
- Designer Award -

## **VIII. GENERAL PROVISIONS**

1. The Town of Lakeville reserves the right to reject any and all applications and to waive any informality whenever such rejection or waiver is in the best interests of the Town of Lakeville.
2. The Town of Lakeville will not be responsible for any expenses incurred in the preparation or submission of applications by the applicants. Each application should provide a concise explanation of the applicant's capacity to satisfy the requirements of this RFQ. Emphasis should be placed on clarity of content.

3. The application, and any subsequent contract for services, shall be governed by applicable Massachusetts law.
4. Upon submission, all applications, plans and specifications will become the property of the Town of Lakeville and will be subject to disclosure in accordance with the Massachusetts Public Records Law.
5. The selected Designer will be required to comply with all applicable federal state and local laws, ordinances and regulations.
6. The Town of Lakeville is and Affirmative Action/Equal Opportunity Employer. The Town encourages applications from qualified MBE/DBE/WBE firms.

## **IX. FEES FOR SERVICES**

The fees for services will be negotiated following the selection of the Architect/Engineer deemed best qualified to perform the services on behalf of the Town. The fee will be negotiated as a lump sum including all direct expenses unless otherwise agreed, following agreement on a final lump sum.

## **X. INSURANCE REQUIREMENTS**

The Designer shall at his own expense obtain and maintain throughout the duration of the Project the following insurance limits and coverages:

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town shall be named as an “Additional Insured”.

Products and Completed Operations shall be maintained for up to three (3) years after the completion of the project.

Automobile Liability (applicable for any Contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town shall be named as an “Additional Insured”.

Workers’ Compensation Insurance as required by law; and Umbrella Liability of at least \$3,000,000/occurrence, \$3,000,000/aggregate. The Town shall be named an “Additional Insured”.

Professional Liability/Errors and Omissions Insurance written on an occurrence basis in an amount of no less than \$2,000,000 per claim.

Copies of all the insurance certificates must be presented to the Town by the successful Designer before any contract is issued.

**RFQ Continues Next Page**

**XI. CONTRACT**

Upon selection, the successful Designer will execute a mutually acceptable CONTRACT for the services to be provided for review, comment, and execution. Upon execution of the Contract, the Designer will be instructed to commence providing the work outlined in the contract. All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by the Designer pursuant to this project shall be the property of the Town of Lakeville. Draft contract agreement below;

**AGREEMENT**  
**TOWN OF \_\_\_\_\_, 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 \_\_\_\_\_, Massachusetts, by its \_\_\_\_\_, 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 AWARDED 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 throughout the duration of the Project the following insurance limits and coverages:
- General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town shall be named as an "Additional Insured".
- Products and Completed Operations shall be maintained for up to three (3) years after the completion of the project.
- Automobile Liability (applicable for any Contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town shall be named as an "Additional Insured".
- Workers' Compensation Insurance as required by law; and Umbrella Liability of at least \$3,000,000/occurrence, \$3,000,000/aggregate. The Town shall be named an "Additional Insured".
- Professional Liability/Errors and Omissions Insurance written on an occurrence basis in an amount of no less than \$2,000,000 per claim.
- 14.2. The Designer's Commercial General Liability Insurance shall include premises - operations (including explosion, collapse and underground coverage) independent contractors and completed operations, all including broad form property damage coverage.

- 14.3. Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- 14.4. The Awarding Authority shall be named as additional insured parties on the Designer's insurance policies for the Project, except for workers' compensation.
- 14.5. The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverages to be in force shall be filed with the Awarding Authority prior to the execution of this Agreement, and upon the renewal of any such coverage during the term of this Agreement. Certificates shall indicate effective dates and dates of expiration of policies. All insurance policies required hereunder shall be written by companies satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.
- 14.6. 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.
- 14.7. 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.
- 14.8. 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

**END OF SECTION**



## **LISTING OF RFQ ATTACHMENTS**

**Attachment A – DRAFT Scope of Services and Timeline**

**Attachment B – DSB Form**

**Attachment C – Certifications**

## ATTACHMENT A – DRAFT Scope of Services

### **DRAFT SCOPE OF SERVICES**

The project will proceed in two phases as described below, and applicants are asked to provide a proposal that addresses both phases. Please note that funding for Phase 2 is not in place, and that Phase 2 will not commence until the Town has approved funding. It is assumed that all reimbursable costs unless otherwise stated are part of the stipulated fee. Fee for Phases 1 and 2 shall be negotiated after designer selection.

### **PHASE 1: Schematic Design, Design Development thru Project Bidding**

It is the goal of the Town to be complete with Phase 1 with bids in hand.

Services for Phase 1 shall include but not be limited to:

- 1) Review of any existing Assessments or Study's and confirmation that it is accurate and appropriate for this project.
- 2) Analyses of the proposed site.
- 3) Concept design to illustrate general issues of layout, rough elevation, volumes, pedestrian and vehicle access, site impact, etc. Identify any cost premiums that may be associated with each of the options described above.
- 4) Evaluation of any state or municipal zoning or regulations including local design guidelines that might impact the concept.
- 5) General civil engineering analysis to include soil, subsurface and site prep analysis.
- 6) Site plan, floor plans, building elevations, and typical building sections.
- 7) Floor plans with furniture and equipment layout.
- 8) Construction cost estimates for the design to be provided in Unifomat II Level 3 format at the completion of Schematic Design, Design Development and at 60 to 75% Construction Document phases.
- 9) Tabulations of square footage called for in the Space Needs Assessment and comparison to square footage shown on architectural plans.
- 10) Site plan (1" = 40 ft. or larger) with parking, grading, building location and designation of utilities. Indicate areas for potential future expansion.
- 11) Color renderings of the proposed project for display and presentation purposes and other materials if required by local design guidelines.
- 12) Assistance in the preparation for and presentation to town boards and town meetings.
- 13) Architectural, engineering, landscape architectural, cost estimating, interior design and all other design services required for the design, bidding, construction administration and close-out of the project as required.
- 14) Presentation of the design to Town Officials, Boards/Committees and at Public Hearings to secure necessary permits and approvals.

## **PHASE 2: Construction Administration and Close-out**

Upon receiving Town Meeting approval and notice to proceed.

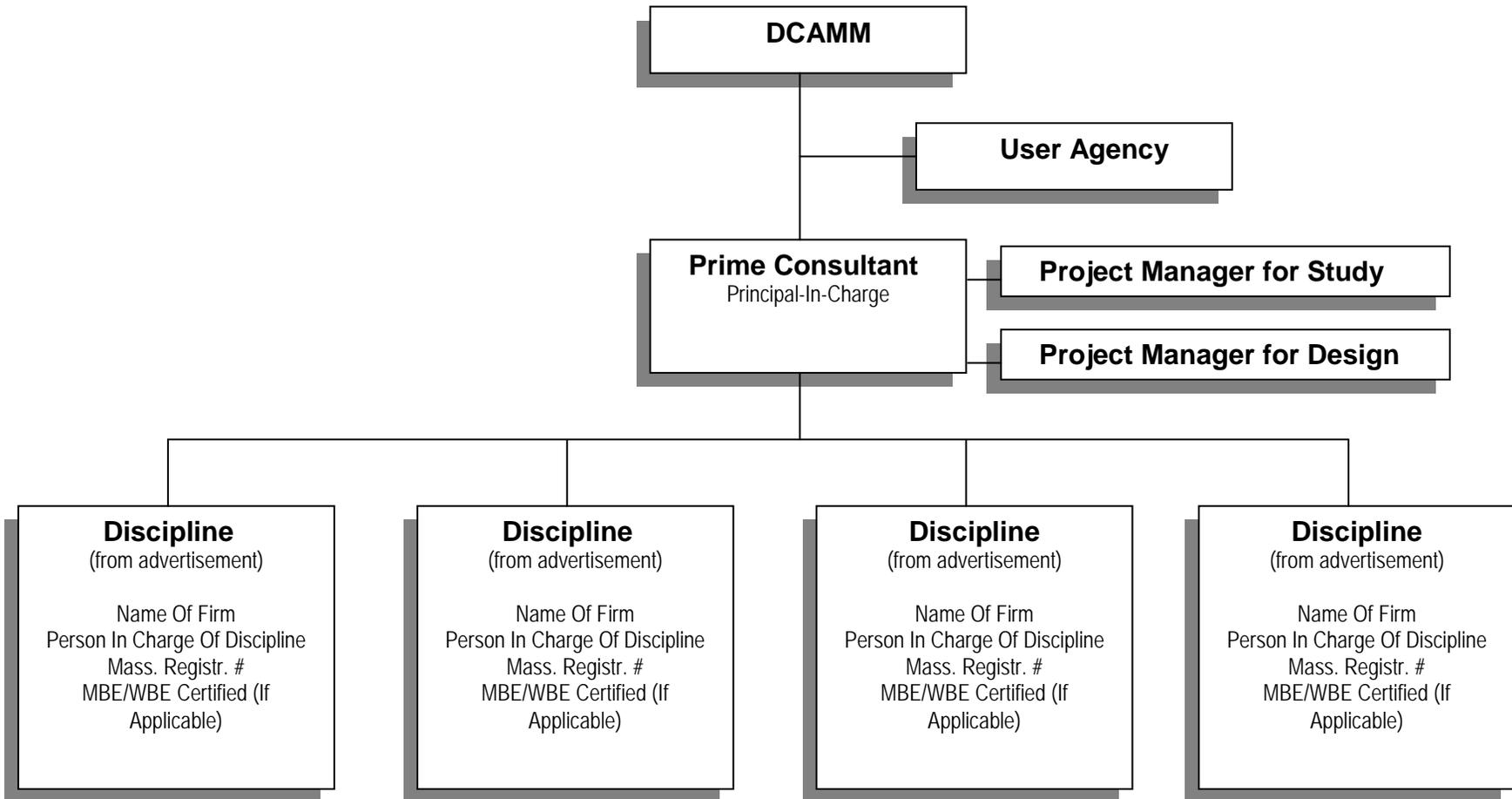
Deliverables from Phase 2 shall include but not be limited to:

- 1) Convene a pre-construction meeting to coordinate with the Owner's Project Manager and Contractors.
- 2) Provide administration of the contract for construction.
- 3) Provide site visits at a minimum of once per week and keep the Committee informed of the progress and quality of the work.
- 4) Review and certify Contractor's Applications for Payment.
- 5) Review and approve or take other appropriate action upon Contractor's submittals.
- 6) Prepare Change Orders and Construction Directives for the Committee's approval.
- 7) Conduct reviews to determine, with Committee's approval, the dates of substantial Completion and Final Completion,
- 8) During construction, the Designer shall periodically review the contractor's work in accordance with the requirements of the construction contract and shall provide a written report of each such review. In addition, the Designer shall review and comment upon logs and construction project reports maintained by the Contractor and the Clerk of the Works. Changes or substitutions shall require advance written approval of the Town Administrator, Lakeville Police Station Building Committee and the Owner's Project Manager.
- 9) Upon completion of construction, the Designer shall perform final inspections and advise the Committee of any necessary work to satisfy the contract terms. The Designer shall review as-built drawings prepared by the contractor and when satisfied with their accuracy and completeness shall endorse and submit such drawings to the Committee. The designer shall also participate in a 2-year walkthrough of the completed facility for the purposes on identifying any defects for correction by the contractor/s.

ATTACHMENT B – DSB Form

<b>Commonwealth of Massachusetts DSB Application Form (Updated July 2016)</b>	1. Project Name/Location for Which Firm is Filing:	2a. DSB #	Item #
		2b. Mass. State Project #	
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)		
3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:		
3c. Federal ID #:	3g. Name and Address Of Parent Company, If Any:		
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):	3h. Check Below If Your Firm Is Either:		
Email Address:			<input type="checkbox"/>
Telephone No:	Fax No.:		
			<input type="checkbox"/>
4. <b>Personnel From Prime Firm Included In Question #3a Above</b> By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):			
Admin. Personnel	_____ ( ____ )	Ecologists	_____ ( ____ )
Architects	_____ ( ____ )	Electrical Engrs.	_____ ( ____ )
Acoustical Engrs.	_____ ( ____ )	Environmental Engrs.	_____ ( ____ )
Civil Engrs.	_____ ( ____ )	Fire Protection Engrs.	_____ ( ____ )
Code Specialists	_____ ( ____ )	Geotech. Engrs.	_____ ( ____ )
Construction	_____ ( ____ )	Industrial Hygienists	_____ ( ____ )
Cost Estimators	_____ ( ____ )	Interior Designers	_____ ( ____ )
Drafters	_____ ( ____ )	Landscape Architects	_____ ( ____ )
		Licensed Site Profs.	_____ ( ____ )
		Mechanical Engrs.	_____ ( ____ )
		Planners: Urban./Reg.	_____ ( ____ )
		Specification Writers	_____ ( ____ )
		Structural Engrs.	_____ ( ____ )
		Surveyors	_____ ( ____ )
		Other	_____ ( ____ )
		Total	_____ ( ____ )
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No			

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. <u>Include Resumes of Project Managers</u> . 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;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/>            SDOVBE <input type="checkbox"/>            VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/>            SDOVBE <input type="checkbox"/>            VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other 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 Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualification 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 <b>ONLY</b> Work Which Best Illustrates Current Qualifications In The Areas Listed In The DSB 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 Areas Of Experience Listed In DSB Advertisement)	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 and They Must Be In The Format Provided.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	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)					

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.			

\* 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 APPLICATION EVALUATION - PROJECT EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

**Be specific – No Boiler Plate**

---

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

---

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)

**The following forms MUST be attached to only ONE (ORIGINAL Copy) application: 1. SDO Certification required for MBE/WBE Firms; 2. Sub-Consultant Acknowledgment.**

DSB S-CA	Commonwealth of Massachusetts Designer Selection Board <b>SUB-CONSULTANT ACKNOWLEDGMENT</b>
-------------	--

**Project:** \_\_\_\_\_

**Applicant Designer:** \_\_\_\_\_

**Sub-consultant:** \_\_\_\_\_

**SUB-CONSULTANT ACKNOWLEDGMENT**

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

\_\_\_\_\_  
**Signature of Sub-Consultant Duly Authorized Representative**

\_\_\_\_\_  
**Print Name and Title**

Date \_\_\_\_\_

**It is a requirement that all applicants supply this document signed, attached to the Original application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. Electronic signatures are accepted.**

ATTACHMENT C – Required Certifications (Attached)

**APPLICANT CERTIFICATION AND PROPOSAL**  
**SIGNATURE**

The Applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of contract for these services.
2. No consultant to, or, subcontractor for the applicant has given, offered, or agreed to give any gift, contribution, or, offer of employment to the applicant, 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 applicant.
3. That no person, corporation, or, other entity, other than a bona fide full-time employee of the applicant has been retained or hired to solicit for or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.
4. The Designer has the internal accounting controls as required by MGL c30, § 39R(d) and that the Designer has filed and will continue to file an audited financial statement as required by MGL c30, §39R(d).

---

I hereby attest with full knowledge of the penalties for perjury, as in accordance with Massachusetts General Laws C.7c, S.48 that all information provided in this application for services is correct.

---

Name of person signing the proposal (Printed)

---

(Signature)

---

(Title)

---

(Name of Firm)

---

(Address)

Date \_\_\_\_\_

**TOWN OF Lakeville**

**CERTIFICATE OF NON-COLLUSION**

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

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME (print) \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE \_\_\_\_\_

**TOWN OF LAKEVILLE**  
**STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that, I, to my best knowledge and belief, have complied with all laws of The Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_ By: \_\_\_\_\_  
\* Signature of individual or Corporate Officer  
Corporate Name (mandatory) (if applicable)

\_\_\_\_\_  
\*\* Social Security Number or  
Federal Identification Number

- \* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.
- \*\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of MGL 62C, §49A

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of

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

it was VOTED that \_\_\_\_\_,  
(Name and Title)

of this company is authorized to execute contracts and bonds of and on behalf of this company, and affix its corporate seal hereto; and such execution of any contract obligation in this company's name and on its behalf, said obligation to be valid and binding upon this company.

A True Copy Attested,

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

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

Name & Title of Signatory: \_\_\_\_\_  
\_\_\_\_\_

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

I hereby certify that I am the Clerk of \_\_\_\_\_;  
(Name of Corporation)

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

Name of Clerk: \_\_\_\_\_