

**Town of Mendon
Mendon, Massachusetts**

REVISED REQUEST FOR QUALIFICATIONS

FOR DESIGNER SERVICES

**RELATED TO RENOVATION OF 22 MAIN STREET TO THE
NEW MENDON POLICE STATION
22 MAIN STREET, MENDON MA 01756**

November 1, 2017

RESPONSES DUE:

Wednesday, November 29, 2017, 11:00 A.M. LOCAL TIME

Late Responses Will Be Rejected

DELIVER COMPLETED RESPONSES TO:

Office of the Board of Selectmen
Attn: Laura Dupuis
Mendon Town Hall
20 Main Street
Mendon, MA 01756

Advertisement to be published in the Milford Daily News and the Central Register on November 1, 2017

ADVERTISEMENT

Town of Mendon, Massachusetts

Request for Qualifications

Designer Services Renovation of the former Mendon Fire Station to the New Mendon Police Station (RFQ)

NOTICE TO RESPONDERS

The Town of Mendon, Mendon Town Hall, 20 Main Street, Mendon, MA 01756 (“the Town”), acting through the Mendon Board of Selectmen, invites the submission of sealed responses for designer services related to the Renovation of the former Mendon Fire Station, 22 Main Street to the New Mendon Police Station 22 Main Street, Mendon MA 01756. The Request for Qualifications (“RFQ”) may be obtained from the Office of the Mendon Board of Selectmen, Mendon Town Hall, 20 Main Street, Mendon, MA 01756, between 9:00 A.M. and 3:00 P.M. local time, Monday through Thursday, beginning on Wednesday, November 1, 2017. (Town Hall is closed on Fridays.) Contact: Laura Dupuis, Administrative Assistant to the Board of Selectmen, (508) 473-2312 or bosadmin@mendonma.gov. It is also available on the Mendon Police Station Building Committee website: <http://www.mendonma.gov/police-station-building-committee>. No formal Pre-Response Conference will be held. A voluntary site visit will be held on November 9, 2017 at 3:00 P.M. at 22 Main Street, Mendon, MA 01756.

Eight (8) hard copies of the response to this Request for Qualifications and one electronic version in PDF format on CD-ROM contained in sealed envelopes marked, “RFQ: Renovation of 22 Main Street to the New Mendon Police Station, 22 Main Street, Mendon MA 01756,” will be accepted at the Office of the Mendon Board of Selectmen, Mendon Town Hall, 20 Main Street, Mendon, MA 01756, until 11:00 A.M. local time on Wednesday, November 29, 2017. (If on November 29th the Mendon Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the deadline will be extended to 11:00 a.m. on the next business day.) All Responses shall comply with the RFQ issued by the Town of Mendon, including, without limitation, Section I, Instructions to Responders, and Section IV, Response Submission Requirements.

The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for sixty (60) days subsequent to the deadline date for receipt of sealed Responses. The Successful Responder’s fee will be negotiated and will be applied to any Contract awarded. The fee shall not exceed the sum of three hundred sixty-three thousand dollars and zero cents (\$363,000.00). The Project budget, including construction costs and design fees, has been established at approximately four million nine hundred eighty-six thousand six hundred dollars and zero cents (\$4,986,600.00).

I. INSTRUCTIONS TO RESPONDERS

Pursuant to M.G.L. c. 7C, §§44 *et seq.*, the Town of Mendon, Mendon Town Hall, 20 Main Street, Mendon, MA 01756 (“the Town”), acting through the Mendon Board of Selectmen, invites the submission of sealed responses for designer services related to the Renovation of 22 Main Street to the New Mendon Police Station 22 Main Street, Mendon MA 01756. For a full description of such services, please refer to Section III of the Request for Qualifications (“RFQ”).

Copies of the RFQ may be obtained from the Office of the Mendon Board of Selectmen, Mendon Town Hall, 20 Main Street, Mendon, MA 01756, between 9:00 A.M. and 3:00 P.M. local time, Monday through Thursday, beginning on Wednesday, November 1, 2017. (Town Hall is closed on Fridays.) It is also available on the Mendon Police Station Building Committee website: <http://www.mendonma.gov/police-station-building-committee>.

No formal Pre-Response Conference will be held. A voluntary site visit will be held on November 9, 2017 at 3:00 P.M. at 22 Main Street, Mendon, MA 01756. Contact: Laura Dupuis, Administrative Assistant to the Board of Selectmen, (508) 473-2312 or bosadmin@mendonma.gov.

Questions regarding this RFQ shall be submitted in writing and shall be delivered to the Office of the Board of Selectmen by 2:00 P.M. on Thursday, November 16, 2017. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Responders. Interested parties must register with Laura Dupuis and provide an email address in order to receive copies of any addenda issued. Any addenda issued will also be posted to the Mendon Police Station Building Committee website: <http://www.mendonma.gov/police-station-building-committee>.

Eight (8) copies of the Response, together with one (1) copy in electronic format and contained in sealed envelopes marked, “RFQ: Designer Services Related to the Renovation of 22 Main Street to the New Mendon Police Station 22 Main Street, Mendon MA 01756,” will be accepted at the Office of the Mendon Board of Selectmen, Mendon Town Hall, 20 Main Street, Mendon, MA 01756, until 11:00 A.M. local time on Wednesday, November 29, 2017. (If on November 29th the Mendon Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the deadline will be extended to 11:00 A.M. on the next business day.)

Each Responder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Office of the Mendon Board of Selectmen in the Mendon Town Hall shall be considered official. No late Responses shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted.

Each Response shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Response submitted shall be binding for sixty (60) days subsequent to the deadline date for receipt of sealed Responses.

The Town **will not** reimburse Responders for any costs incurred in preparing Responses in response to this RFQ.

Submission of a Response shall be conclusive evidence that the Responder has examined this RFQ and is familiar with all the conditions of any contract awarded by the Town. Upon finding any omissions or discrepancy in this RFQ, each Responder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Responder to investigate completely the RFQ and/or to be thoroughly familiar with this RFQ shall in no way relieve any such Responder from any obligation with respect to the Response.

By submission of a Response, the Responder agrees that if its Response is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFQ. By submission of a Response, the Responder further indicates acceptance of all terms and conditions of this RFQ.

Changes, modifications or withdrawal of Responses shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PRICE RESPONSE FOR DESIGNER SERVICES RELATED TO THE RENOVATION OF 22 MAIN STREET TO THE NEW MENDON POLICE STATION 22 MAIN STREET, MENDON MA 01756." No corrections, modifications, or withdrawal of Responses shall be permitted after the deadline date for receipt of sealed Responses.

For further information, please refer to the succeeding sections, with which each Responder shall comply in submitting a Response.

II. PRE-RESPONSE CONFERENCE/VOLUNTARY SITE VISIT/QUESTIONS

No formal Pre-Response Conference will be held. A voluntary site visit will be held on November 9, 2017 at 3:00 P.M. at 22 Main Street, Mendon, MA 01756. Contact: Laura Dupuis, Administrative Assistant to the Board of Selectmen, (508) 473-2312 or bosadmin@mendonma.gov.

Questions regarding this RFQ shall be submitted in writing and shall be delivered to the Office of the Board of Selectmen by 2:00 P.M. on Thursday, November 16, 2017. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Responders.

III. BACKGROUND & SCOPE OF SERVICES

The Town of Mendon is a suburban residential community with a population of approximately six thousand two hundred nine (6209) residents, located in Southern Worcester County.

The Town of Mendon has approved funding of approximately four million nine hundred eighty-six thousand six hundred dollars (\$4,986,600) as a total budget (including owner's project manager and

designer services) to renovate the former Mendon Fire Station Building into the new Mendon Police Station for the Town of Mendon.

An architectural firm was hired to prepare conceptual designs and an opinion of probable cost for the former Mendon Fire Station property. The architect worked with the Mendon Police Department and the Building Committee through an iterative process to identify needs, then refine plans that optimize functionality and economy of operation while minimizing total renovation and construction costs.

In researching opportunities to further reduce renovation expenses, the Committee reached out to Blackstone Valley Regional Vocational Technical High School (BVT). BVT worked directly with the Committee and the architect to identify which construction tasks could be accomplished by BVT students and the estimated savings to the Town of Mendon. The school has reserved time during the school year to assist with the renovation work as applicable.

At the May 5, 2017 Annual Town Meeting, voters approved the police station article by a wide margin. A debt exclusion question then passed voter approval on the May 16th ballot. Although the full cost for renovations and moving was requested, we expect to realize savings by our collaboration with BVT.

The Town of Mendon, acting by and through its Board of Selectmen and the Police Station Building Committee (Committee), collectively referred to herein as the “Town,” seeks services of a qualified “Design Firm” as defined in Massachusetts General Laws Chapter 149 Section 44A 1/2 and as further defined in the RFQ to provide Design Services for design development, construction documents, bid and award, renovation and final closeout.

Project:	Renovation of Former Fire Station 22 Main Street to the New Mendon Police Station 22 Main Street, Mendon MA 01756
Estimated Project Cost:	\$4,986,600.00
Existing Facility:	(+/- 2,268 sq. ft.) 22 Main Street, Mendon MA. 01756
Time Frame:	Design Services to start on or about 1/8/2018
Building construction:	Commence Construction Summer 2018
New Facility:	9200 (+/-) square feet

The Successful Responder shall be responsible for providing the following services, which shall include, but shall not be limited to, the following: preparation of all site plans, construction plans, specifications, cost estimates, bidding documents, assistance with the bid process, and construction administration services.

The Successful Responder shall consult, shall coordinate, and shall work closely with the Committee, the OPM, and other Town officials to finalize and select a design option, including “green” building and energy/water efficiency components, to develop construction bid documents, and to provide construction administration services for the project.

Value analysis of preliminary schematic designs is required, along with the development of updated construction and operation budgets for Committee approval. A well-developed and complete set of plans and specifications is expected to be subject to a second value analysis which may, at the sole discretion of the Town of Mendon, involve the participation of a project manager, prior to release for construction bidding. This second value analysis and constructability review shall be included in the scope of design and construction administration.

The Successful Responder is responsible for final design compliance with the Americans with Disabilities Act guidelines and all applicable building and life safety codes.

The general scope of work shall include, but shall not be limited to, the following tasks:

A. Design Development. This phase shall consist of preparing detailed design and program documents and related services. The program documents shall include, but not be limited to, the following:

1. Complete and well detailed drawings and outline specifications, site plans, floor plans, and elevation drawings.
2. Capital construction cost estimates and schedules, including phasing, site work and construction staging areas.
3. Furnishings and equipment cost estimates and coordination into design spaces.
4. Annual operation/maintenance cost estimates, based on accepted engineering practices for energy consumption of installed equipment.

The Successful Responder shall be required to cooperate with the Committee in the provision of services for the project, which shall include, but which shall not be limited to, value engineering, construction phasing, and overall coordination.

B. Construction Documents

1. The Successful Responder shall prepare complete working drawings and specifications in sufficient detail to permit firm bids within the M.G.L. Chapter 149 in open competition for construction of the Project.

2. Detailed cost estimates for the Project shall be further developed, and shall include quantities of all materials and unit prices for labor and materials as well as cost estimates for each item of work.

C. Bidding - M.G.L. Chapter 149. The Designer shall coordinate review and comments with the Owners Project Manager prior to the release of the following:

1. The Successful Responder shall prepare the final construction contract documents, including advertising for receipt of bids from construction contractors.

2. The Successful Responder shall assist in distributing the bidding documents to prospective proposers and shall assist the Town in prequalifying proposers.

3. The Successful Responder shall prepare and shall distribute all addenda and shall conduct a pre-bid conference.

4. The Successful Responder shall review all bids and shall make a recommendation of award to the Town.

D. Construction Administration Services

1. The Successful Responder shall be charged with the general administration of the construction contract, although the Committee reserves the right to contract with a separate project management firm for certain services.

2. The Successful Responder must be present and active on the site periodically during the lifetime of the project. Construction oversight should be coordinated with the Owner's Project Manager to assure work is in accordance with specifications until the completion and acceptance of the project.

3. The Successful Responder shall participate in on-site project meetings with General Contractor, Site Coordinator and the Police Station Building Committee and others as required by the Town.

4. The Successful Responder shall require each consultant employed by the Successful Responder to make site visits periodically for the same purposes during the progress of that portion of the

construction to which the consultant's services relate; and to report in writing thereon to the Successful Responder.

5. The Successful Responder shall check and approve samples, schedules, shop drawings and other submissions by the General Contractor.

6. The Successful Responder shall recommend condemnation of all project work observed by the Successful Responder that fails to conform to the contract documents.

7. The Successful Responder shall decide all questions regarding interpretation of or compliance with the construction documents, except as the Town may, in writing, otherwise determine.

8. The Successful Responder shall review and shall act upon all requests for changes in the plans, specifications or contracts for the project.

9. The Successful Responder shall report to the Town, in writing, on the progress of the construction.

10. The Successful Responder shall conduct semi-final and final inspections of the construction project and report the results of such inspections in writing to the Town.

11. The Successful Responder shall provide construction close out documents at the completion of the project in PDF format and paper copies.

a) All drawings shall be provided in standard AutoCAD software (release number and version to be established at time of contract execution) or in a compatible electronic CADD (.dxf) format or other industry-standard format as approved by the Town.

b) All other documents shall be provided in PDF format, Microsoft Word, Excel, Project, or PowerPoint, as applicable to the particular submittal.

12. The Successful Responder shall perform and prepare a punch list of the building and site once it has been determined that the project is substantially complete. The Successful Responder shall prepare a monetized punch list as needed.

ANTICIPATED SCHEDULE

11 / 1 /17 Advertise RFQ in Central Register of the Commonwealth of Massachusetts and a newspaper of general circulation in the area in which the Project is located or to be located (Milford Daily News).

11 / 9 /17	Site Visit
11 / 16 /17	Last day for questions from Responders
11 / 29 /17	Responses due
12 / 12 /17	Responders short-listed
12 / 21 /17	Interview short-listed Responders
1 / 2 /18	Final selection submitted to the Board of Selectmen for review and approval
1 / 11 /18	Negotiate with selected Responder
1 / 15 /18	Execute contract

IV. RESPONSE SUBMISSION REQUIREMENTS

To be considered responsible and responsive and eligible to submit a Response for consideration, Responders shall submit non-price Responses that comply with the following requirements:

A. Letter of Transmittal

Responders shall submit cover letters with their Responses. Each cover letter shall be signed by the Responder, stating that the Response is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Responses, or from the date upon which this RFQ is cancelled, whichever occurs first.

B. Table of Contents

Responses shall include a table of contents, properly indicating the section and page numbers of the information included.

C. A Fully-Executed Scope of Services

Each Responder shall submit a written narrative which explains in detail the scope of services to be provided by that Responder.

D. Other Documents.

Each Responder shall submit the following:

- 1) A fully executed Response Form (Attachment A).
- 2) A fully executed Certificate of Non-Collusion (Attachment B).
- 3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 4) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
- 5) A fully executed Certificate of Corporate Responder (Attachment E).
- 6) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).
- 7) A fully executed Certificate of Non-Debarment (Attachment G).
- 8) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the Response documents.
- 9) A copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.
- 10) The identity of the individual, partnership or corporation applying for contract award and credentials of the key personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the work personnel. If the Responder intends to sub-contract any work required in the scope of services, the sub-contractor shall be identified. Sample work products are required for all personnel. This item is a major determinant in assessing the Responder's qualifications and shall be incorporated as a condition in the contract to be awarded.
- 11) An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include resumé(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Resumés are required for all work personnel.
- 12) A detailed explanation of the Responder's approach to the work: methodology, demonstrated understanding of the scope of work, and the Responder's expectations of assistance and services from the Town. A technical work plan and timeline for accomplishing the tasks described in the scope of services shall be provided.
- 13) A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) for clients for whom the Responder has performed similar services within the past five (5) years.
- 14) Any other information deemed relevant to the work, and which the Responder believes will further the competitiveness of the Response.
- 15) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Responder.
- 16) A description of past performance in both public and private contracts held by the Responder.
- 17) A statement of financial stability of the Responder. Each Responder shall provide the last two (2) year-end Financial Statements with supplemental schedules or last two (2) year's Balance Sheets.
- 18) A list of on-staff or subcontracted structural engineers who specialize in building repair/renovation work. The Designer needs to provide the structural engineer's credentials and relationship to the Design firm.
- 19) A statement of the numbers, qualifications and general and special skills of the consultants, subcontractors, and in-house personnel of the Responder who shall be working with the Town.
- 21) A statement evidencing thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the Project.
- 22) A fully executed Designer Selection Board Application Form (Attachment I).

V. SELECTION CRITERIA

1. Minimum Evaluation Criteria

In order to be considered, a Response shall comply with the requirements set forth in Section IV above.

2. Comparative Evaluation Criteria

All responsive Responses will be judged against the **Comparative Evaluation Criteria** detailed below. The Town will rank each Response as:

- a. Highly Advantageous – the Response exceeds the standards of the specific criterion;
- b. Advantageous – the Response fully satisfies the standards of the specific criterion;
- c. Not Advantageous – the Response does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.

2.1. Quality and Depth of Work Experience

Highly Advantageous – The Response demonstrates a wide depth of experience with five (5) or more similar projects.

Advantageous – The work Response does not meet the above category for highly advantageous, but demonstrates a wide depth of experience with three (3) to five (5) similar projects.

Not Advantageous – The Responder has limited experience in providing services related to the Town's requirements or with less than three (3) similar projects.

2.2. Qualifications of the Responder

Highly Advantageous – The Responder's resumé(s) demonstrate(s) that Responder has superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience well beyond the minimum requirements.

Advantageous – The Responder's resumé(s) do/does not meet the above category for highly advantageous, but demonstrate(s) that Responder has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements.

Not Advantageous – The Responder's resumé(s) do/does not demonstrate that Responder has adequate training, educational background and work experience appropriate to the work described herein.

2.3. Desirability of approach to the work, demonstrated understanding of the community's needs, and Responder's ability to undertake and complete this work.

Highly Advantageous – The Response demonstrates a superior approach to the subject material and a superior understanding of the issues addressed by the work.

Advantageous – The Response does not meet the above category for highly advantageous, but demonstrates a good approach to the subject material and a good understanding of the issues addressed by the work.

Not Advantageous – The Response does not demonstrate a good approach to the subject material and a good understanding of the issues addressed by the work, and/or the Response fails to indicate a time schedule that meets the work requirements.

2.4. Overall Quality of Client References (References will only be checked for short listed firms)

Highly Advantageous – All references contacted spoke favorably of the work performed by the Responder and would use them again for similar work without hesitation.

Not Advantageous – One (1) or more reference stated that there had been difficulty with the Responder's ability to deliver the contracted services and deliverables.

2.5. Completeness and Quality of Response

Highly Advantageous – The Response is complete, concise, informative, and highly detailed. Response reflects that Responder is able to perform in a superior manner acceptable to the Town. Response demonstrates excellent communication and documentation skills.

Advantageous – The Response does not meet the above criteria for highly advantageous, but the Response is complete, informative, and meets criteria for responsiveness. The Response demonstrates a good level of communication and documentation skills.

Not Advantageous – The Response lacks a comprehensive approach, but meets criteria for responsiveness. Communication and documentation skills are not demonstrated. The Response does not clearly indicate that the Responder is able to perform in a manner that is acceptable to the Town.

VI. RESPONSE SUBMISSION

Eight (8) copies of the Response, together with one (1) copy in electronic format, and contained in sealed envelopes marked, "RFQ: Designer Services Related to Renovation of 22 Main Street to the New Mendon Police Station 22 Main Street, Mendon MA 01756," will be accepted at the Office of the Mendon Board of Selectmen, Mendon Town Hall, 20 Main Street, Mendon, MA 01756, until 11:00 A.M. local time on Wednesday, November 29, 2017. (If on November 29th the Mendon Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the deadline will be extended to 11:00 a.m. on the next business day.)

Each Responder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Office of the Mendon Board of Selectmen in the Mendon Town Hall shall be considered official. No late Responses shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted.

Each Response shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Response submitted shall be binding for sixty (60) days subsequent to the deadline date for receipt of sealed Responses.

VII. INTERVIEWS

Once all Responses have been verified that they are responsive and responsible, the Review Committee will rank all responses that meet the minimum requirements and will record the ranking on a scoring sheet.

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

Identified reviewers will rank the responses based on the comparative evaluation criteria identified in this RFQ and short-list a minimum of three (3) Responses. The Responses will be reviewed based on the preceding criteria by the Review Committee. After the review of all submitted qualification statements, the Review Committee will perform reference checks, select finalists and schedule interviews with the Review Committee. These interviews will result in a finalist and alternates.

The following process will be followed by the Town:

1. The first-ranked selection will be submitted to the Mendon Board of Selectmen for its approval.
2. The first-ranked selection may be asked to participate in a presentation to the Board of Selectmen and/or submit additional documentation, as required by Board of Selectmen, as part of the approval process at no cost to the Town.
3. The Board of Selectmen will then commence final contract negotiations with the first-ranked selection. The Successful Responder's fee will be negotiated and will be applied to any Contract awarded. The fee shall not exceed the sum of three hundred sixty-three thousand dollars and zero cents (\$363,000.00).
4. If the Town is unable to negotiate a contract with the first-ranked selection or if the Board of Selectmen does not approve the first-ranked selection, the Town will then submit its second-ranked selection to the Board of Selectmen for its review and upon approval commence negotiations and so on, until a contract is successfully negotiated and approved by the Town.

The Town reserves the right to consider any other relevant criteria and speak with references other than those provided by Responders as the Town, in its sole discretion, may deem appropriate, provided that such action is consistent with current law. The Town may, within its sole discretion, seek additional information from Responders.

This RFQ, any addenda issued by the Owner, and the selected Responder's Response, will become part of the executed contract. The key personnel that the Responder identifies in its response shall be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-consultants identified in the response shall take place without the prior written approval of the Town.

VIII. COMPLIANCE WITH LAWS

The Successful Responder shall comply with all provisions of Federal, Massachusetts and Town of Mendon law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Responder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

IX. INSURANCE

The Successful Responder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the successful Responder complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town of Mendon shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

X. INDEMNIFICATION

The Successful Responder shall assume the indemnification responsibilities described in the Contract which is a part of this RFQ and is incorporated herein by reference.

XI. PERFORMANCE BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIII. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Responder who is performing services under any Contract with the Town of Mendon, the Successful Responder shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Responder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Responder to provide such information to the Town, the Successful Responder shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

XIV. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Responder is prohibited on Town of Mendon property which is the subject matter of this RFQ and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Responder violates the foregoing provision, the Town of Mendon shall have the right to order that such officer, employee, agent, or representative of the Successful Responder shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Responder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any contract with the Town.

XV. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smoke-Free Workplace Law, the Successful Responder, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building.

XVI. MBE/WBE GOALS

Pursuant to the Construction Reform Law, Chapter 193 of the Acts of 2004, and the revisions it made to M.G.L. c. 23A, §44 and M.G.L. c. 7, §40N, include a new municipal affirmative marketing program. Municipalities (hereinafter Awarding Authorities) must now incorporate Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals into both their design and construction procurement for municipal contracts for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by any city or town that includes funding provided by the Commonwealth, in whole or in part (such as funding under the Massachusetts School Building Authority (MSBA) , funding in any legislative appropriation, grant awards, reimbursements, municipal commitments to use state funds and the like). To count towards participation the business must be a Supplier Diversity Office (SDO) certified WBE or MBE. Certification as a disadvantaged business enterprise (DBE), certification as an MBE/WBE by any agency other than SDO, or submission of an application to SDO for certification as an MBE/WBE shall not confer MBE or WBE status on a firm for

purposes of participation credit. You can access the law on the following website:

<http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/sdo/construction-reform-prog//>

Affirmative Marketing Participation Goals

Each Municipality must enforce the current Affirmative Marketing Goals developed by the Division of Capital Asset Management (DCAM) in consultation with SDO as follows:

Design Participation: Combined MBE/WBE goal of (17.9%)

Construction Participation: Combined MBE/WBE goal of (10.4%)

The combined goals require a reasonable representation of both MBE and WBE firm participation.

XVII. INDEX OF ATTACHMENTS

Attachment A – Response Form

Attachment B - Certificate of Non-Collusion

Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)

Attachment D - Conflict of Interest Certification (M.G.L. c.268A).

Attachment E - Certificate of Corporate Responder

Attachment F - Certificate of Compliance with M.G.L. c. 151B

Attachment G - Certificate of Non-Debarment

Attachment H – Contract

Attachment I – Designer Selection Board Application Form

TOWN OF MENDON

**ATTACHMENT A
RESPONSE FORM**

The undersigned hereby submits a sealed Response for the provision of Designer Services Renovation of 22 Main Street to the New Mendon Police Station 22 Main Street, Mendon MA 01756.

Printed Name of Responder: _____

The Responder hereby pledges to deliver the complete scope of goods required, for the not to exceed price shown below, The Successful Responder's fee will be negotiated and will be applied to any Contract awarded. The fee shall not exceed the sum of three-hundred-sixty-three thousand dollars and zero cents (\$363,000.00).

Responder certifies as follows:

- A. Responder is an established business with a minimum of five (5) years of experience in providing designer services related to public projects in the Commonwealth of Massachusetts.
- B. Responder holds all applicable State and Federal permits, licenses and approvals.
- C. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- D. Responder holds all applicable documentation and Insurance in accordance with this RFQ.
- E. Responder has not defaulted on any Contract within the last five (5) years.
- F. Responder maintains a permanent place of business.
- G. Responder has adequate personnel and equipment to perform the work expeditiously.
- H. Responder has suitable financial status to meet obligations incident to the work.
- I. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- J. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

The undersigned agrees that all specifications and Contract documents are hereto made part of any Contract executed with the Town and are binding on the Successful Responder.

See next page.

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name _____

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Tel. _____

Qualified in Massachusetts **Yes**_____ **No**_____

Principal Place of Business in MA _____

Tel. _____

TOWN OF MENDON

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Response 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.

Name of Responder

Address of Responder

Telephone Number_____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF MENDON

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Responder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Responder

Address of Responder

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF MENDON

ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Responder hereby certifies that:

1. The Responder 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 a Contract pursuant to this RFQ.
2. No consultant to, or subcontractor for, the Responder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder, 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 Responder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining a Contract pursuant to this RFQ upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Responder.
4. Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Responder and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Qualifications.
5. Responder understands that the Responder and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Responder

Address of Responder

Telephone Number_____

By: _____
(Signature)

Printed Name / Printed Title

Date

TOWN OF MENDON

ATTACHMENT E

CERTIFICATE OF CORPORATE RESPONDER

I, _____, certify that I am the _____ of the Corporation named as Responder in the attached Response; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Response was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Responder

Address of Responder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Responder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Response on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

TOWN OF MENDON

ATTACHMENT F

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Responder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Responder also hereby certifies that it shall comply with any and all applicable State Office of Minority and Women Business Enterprise Assistance (SOMWBA) thresholds that have been established in conjunction with this Request for Qualifications.

Name of Responder

Address of Responder

Telephone Number_____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF MENDON

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

The Responder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Responder shall inform the Town of Mendon within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Responder

Address of Responder

Telephone Number_____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF MENDON

ATTACHMENT H

CONTRACT

The Contract shall refer to AIA Document B 101 - 2007 together with the attached addendum.

(SEE ATTACHED DOCUMENT)

**ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN
THE TOWN OF MENDON (“OWNER” “THE TOWN OF MENDON” OR “THE TOWN”) AND
[NAME]. (“ARCHITECT”)**

This Addendum is attached to and modifies the Standard Form of Agreement between Owner and Architect, AIA Document B 101-2007. The provisions of this Addendum supersede and, where applicable, modify and supplement the corresponding numbered provisions of said Agreement.

1.4 Add new provision as follows:

The provisions of the Town of Mendon’s Request for Qualifications for Designer Services and the Architect’s Response are incorporated herein by reference. In the event of any conflict among the Agreement Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Agreement (if any)
Second Priority:	This Addendum
Third Priority:	Standard Form Owner/Architect Agreement AIA Document B 101-2007.
Fourth Priority:	Addenda to the Request for Qualifications (RFQ) (if any)
Fifth Priority:	RFQ
Sixth Priority:	Architect’s Response to the RFQ.

2.5 Delete the current text and replace with the following:

The Architect shall provide and maintain throughout the term of the Agreement and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required: The Architect shall provide and maintain throughout the term of this Agreement and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.

Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

Automobile Liability Insurance - Combined single limit of \$1,000,000.

Professional Liability Insurance, covering errors and omissions, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If on a claims made basis, this policy shall remain in effect for at least six (6) years following the termination of the Agreement.

Excess Liability Insurance, Umbrella Form - \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance and automobile liability insurance.

The Town of Mendon shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form.

The Architect shall also be required to provide to the Town of Mendon, with its proof of insurance coverage, endorsements or riders to the policies of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form, which indicate that the Town of Mendon is named as additional insured on each such policy.

All certificates and policies of insurance shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder, to the Town Administrator, Town of Mendon, before such cancellation or amendment shall take place.”

Certificates evidencing such insurance in five (5) copies shall be furnished to the Town of Mendon at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Architect shall make no claims against the Town of Mendon or their officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by this Agreement.

No insurance shall be obtained from an insurer which:

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.

2.6 Add new provision as follows:

To the fullest extent permitted by law, the Architect shall indemnify, pay for the defense, and hold harmless the Town of Mendon and all of its officers, employees, boards, commissions, committees, agents, and representatives from and against all damages which arise out of the willful or negligent acts or omissions of the Architect or from the willful or negligent acts omissions of its subcontractors, or their officers, employees, agents, and representatives, or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Architect under the Agreement.

Neither the Town of Mendon, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or Town of Mendon statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Architect or its employees, regarding the subject matter of this Agreement.

2.7 Add new provision as follows:

The Architect shall comply with all provisions of Federal, Massachusetts and Town of Mendon law applicable to the Project Scope, including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended.

3.3-3.6 Delete if limited to a study.

4.1.11 Delete this text.

4.1.24 Delete this text.

4.3.1.5 Delete this text.

4.3.1.8 Add the following at the end of the current text “or where issues arise as to the Architect’s performance under this Agreement.”

5.6 In the third sentence, after the word “demonstrates,” insert the words “to the satisfaction of the Owner”.

7.3 In the first sentence, delete the words “including prompt payment of all sums when due”.

7.3.1 Delete this text.

8.1.2 In the first sentence, delete the word “covered” and insert the word “paid” in its place.

8.1.3 In the last sentence, delete the phrase “except as specifically provided in Section 9.7.”

8.2 Delete this Paragraph and insert a new Mediation provision as follows:

8.2 Non-Binding Mediation.

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator as the parties agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement. This paragraph 8.2 shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of a legal proceeding to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. This Paragraph 8.2, in addition, shall be without prejudice to the rights of either party to initiate legal proceedings while such mediation is pending in order to avoid the expiration of any applicable statutes of limitation.

8.3 Delete this Paragraph.

9.1-9.7 Delete and replace with the following:

9.1 If either party shall breach any provision of this Agreement, which breach is not cured within twenty-one (21) days of written notice thereof from the non-breaching party to the breaching party, the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party.

9.2 If any assignment shall be made by the Architect or by any guarantor of the Architect for the benefit of creditors, or if a petition is filed by the Architect or by any guarantor of the Architect for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Architect and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Agreement upon written notice to the Architect.

9.3 DELETED.

9.4 The Town may terminate this Agreement upon written notice to the Architect if a source of money to fund the Agreement is lost during the Agreement term. In the alternative, the parties may agree in writing to amend the Agreement to provide for an Agreement price which represents a reduced appropriation for the Agreement term.

- 9.5 The Town may also terminate this Agreement for convenience upon thirty (30) days' written notice to the Architect.
- 9.6 In the event of termination the Architect shall be entitled to be paid for services rendered in accordance with this Agreement prior to termination; however, the Architect shall not be paid any termination expenses.

10. Delete 10.1-10.8. Miscellaneous provisions will now appear as Article 14, below. Insert new Article 10 as follows:

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: Town Administrator
 Mendon Town Hall
 20 Main Street
 Mendon, MA 01756

With copies to: Cynthia Amara, Esq., Town Counsel
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Architect:

11.4 Insert five percent (5%) for the amount allowed.

11.5 Add the following percentages as appropriate:

Schematic Design Phase	Fifteen Percent (15%)
Design Development Phase	Twenty Percent (20%)
Construction Documents Phase	Thirty-Five Percent (35%)
Bidding or Negotiation Phase	Five Percent (5%)
Construction Phase	Twenty-Five Percent (25%)

Total Basic Compensation	One Hundred Percent (100%)
--------------------------	----------------------------

11.6 In the last sentence, insert the words "in accordance with this Agreement" after the word "performed".

11.8.1.1 Insert at the end the words "if authorized in advance by the Town".

11.8.1.2 Insert at the end the words “if requested by the Town”.

11.8.1.8 Delete this text.

11.8.1.11 Delete this text.

11.8.2 Insert five percent (5%) for the amount of reimbursable expenses.

11.9 Insert zero dollars (\$0.00) for the amount of the licensing fee to be paid.

11.10.5 Add the following provisions:

Payment shall be made to the Architect for work completed in accordance with this Agreement. All requests for payment shall be submitted to the Town as an invoice for services rendered in accordance with this Agreement.

Payment will be due thirty (30) days after receipt of the Architect’s invoice by the Town for services rendered in accordance with this Agreement. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Architect in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Payment of the amounts due under this Agreement shall release the Town of Mendon, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Agreement or anything done in pursuance thereof.

No payment by the Town to the Architect shall be deemed to be a waiver of any right of the Town under this Agreement or a ratification by the Town of any breach hereof by the Architect.

12. Delete Articles 12 and 13.

Add the following new provisions:

Article 12 PERSONNEL

12.1 The personnel assigned to this Project shall be as follows:

TO BE SUPPLIED BY THE ARCHITECT

There shall be no change to these personnel assignments without the prior written consent of the Owner, which consent shall not be unreasonably withheld. In the event substitution

of personnel is requested by the Architect or the Owner, written notice of such request shall be timely provided in writing to the other party. The Owner shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

The Architect warrants that it has in its employ, and will continue to have for the term of this Agreement or any extension or renewal thereof, sufficient personnel experienced in performing design services such that the Architect's obligations under this Agreement will be carried out in a prompt and professional manner. The Architect further warrants that it is experienced in performing design services, and agrees that it will perform the services required by this Agreement in accordance with the prevailing standard of professionalism and care applicable to such professionals and services in Massachusetts.

The Architect shall not subcontract any services to be performed under this Agreement without the advance, written consent of the Owner. The Architect's employees, servants and agents shall not be considered to be Owner's employees for any purpose, including matters of workers' compensation and unemployment insurance.

Neither the Architect, nor its employees, agents, officers, boards, commissions, committees, shall smoke in any public building in the Town of Mendon.

12.2 Add the following provision:

The Architect shall provide services under this Agreement as an independent contractor with the Town of Mendon and not as an employee of the Town of Mendon. No employee, agent or representative of the Architect shall be entitled to receive any benefits of employment with the Town of Mendon, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

12.3 Add the following provision:

The Architect hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Architect is prohibited on Town of Mendon property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Architect violates the foregoing provision, the Town of Mendon shall have the right to order that such officer, employee, agent, or representative of the Architect shall not be permitted to return to work on this Agreement. Under such circumstances, the Architect shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

13. Add the following new provisions:

Article 13 STATUTORY PROVISIONS

- 13.1 The Architect hereby certifies that:
- (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, landscape architects or engineers, and the person to have the project in his or her charge is a registered architect; or
 - (iv) If a joint venture, each joint venturer satisfies the requirements of G.L. c.7C, §44. (Statutory reference: M.G.L. c.7C, §44)
- 13.2 The Architect 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 G.L. c.7C, §51 (d)(i))
- The Architect hereby certifies that no consultant to or subcontractor for the Architect has given, offered or agreed to give any gift, contribution or offer of employment to the Architect, 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 Architect. (Statutory reference: G.L. c.7C, §51(d)(ii))
- The Architect hereby certifies that no person, corporation or other entity, other than a bona fide full time employee of the Architect, has been retained or hired by the Architect to solicit for or in any way assist the Architect 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 Architect. (Statutory reference: G.L. c.7C, §51(d)(iii))
- The Architect hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws and that the Architect has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: G.L. c.7C, §51(d) (iv)).
- 13.3 The Architect is hereby prohibited from receiving any extra payments for additional work that should have reasonably been anticipated by the Architect. [M.G.L. c. 7C, §51(i)].
- 13.4. The Architect shall maintain all books, records and accounts related to the Project in compliance with the following:

1. The Architect shall make, and keep for at least six (6) years after final payment, books, records and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Architect.
2. Until the expiration of six (6) years after final payment, the Owner, the Office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Architect and of its subcontractors and consultants that directly pertain to, and involve transactions relating to the Project and to the Architect or its consultants in relation to the Project.
3. The Architect shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Architect's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Architect's independent certified public accountant approving or otherwise commenting on the changes.
4. The Architect has filed a statement of management on internal accounting controls prior to the execution of this Agreement.
5. The Architect 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.
6. The Architect shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Architect and its subsidiaries reasonably assures that:
 - (a) Transactions are executed in accordance with the management's general and specific authorization;
 - (b) Transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (ii) 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 Architect shall also file annually with the Owner 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 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 Architect's financial statements.
8. During the term, the Architect shall annually file with the Commissioner of Capital Asset Management and Maintenance and the Owner 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 an accountant's report. Such statements shall be made available to the Owner upon request.
9. Records and statements required to be made, kept or filed in compliance with the provisions of this Agreement shall not be public records, as defined in section seven of chapter four of the Massachusetts General Laws (Statutory reference: G.L. c. 30, §39R).

14. Add the following new provisions:

Article 14 MISCELLANEOUS PROVISIONS

- a. Any action at law or suit in equity instituted by the Architect as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Worcester County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Architect shall constitute a waiver of any subsequent default or breach.
- c. If the Architect discovers or is informed of any discrepancy or inconsistency in the Agreement Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Architect shall promptly, before commencing services under

this Agreement, report the same to the Town in writing.

- d. The Architect acknowledges that it has not been influenced to enter into this Agreement, nor has the Architect relied upon any warranties or representations not set forth in this instrument.
- e. The Architect shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Architect has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Architect shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. DELETED.
- h. By entering into this Agreement, the Architect certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Agreement, the Architect certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Architect understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Architect with respect to the services required to be provided under this Agreement. The Architect and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. DELETED.
- l. The Architect shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer;

demotion; layoff; and termination. The Architect shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.
- n. The Architect shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Town.
- o. The Architect shall not assign any money due or to become due to the Architect unless the Town of Mendon shall have received prior written notice of such assignment. No such assignment shall relieve the Architect of its obligations under this Agreement.
- p. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- q. This Agreement may be amended only by written consent of the parties.
- r. This Agreement constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Agreement. When executed, this Agreement supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- s. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. If the Architect discovers the presence of hazardous materials during any testing conducted, it shall immediately notify the Town and shall refrain from handling such materials.
- v. Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.
- w. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

x. This Agreement is executed in five (5) copies as a sealed instrument.

OWNER
The Town of Mendon, Massachusetts

ARCHITECT
[NAME].

by: The Mendon Board of Selectmen

by:

Signature

Printed Name

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Agreement is available therefor, and that the Mendon Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Accounting Official

Dated: _____

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

Town Counsel

Dated: _____

TOWN OF MENDON

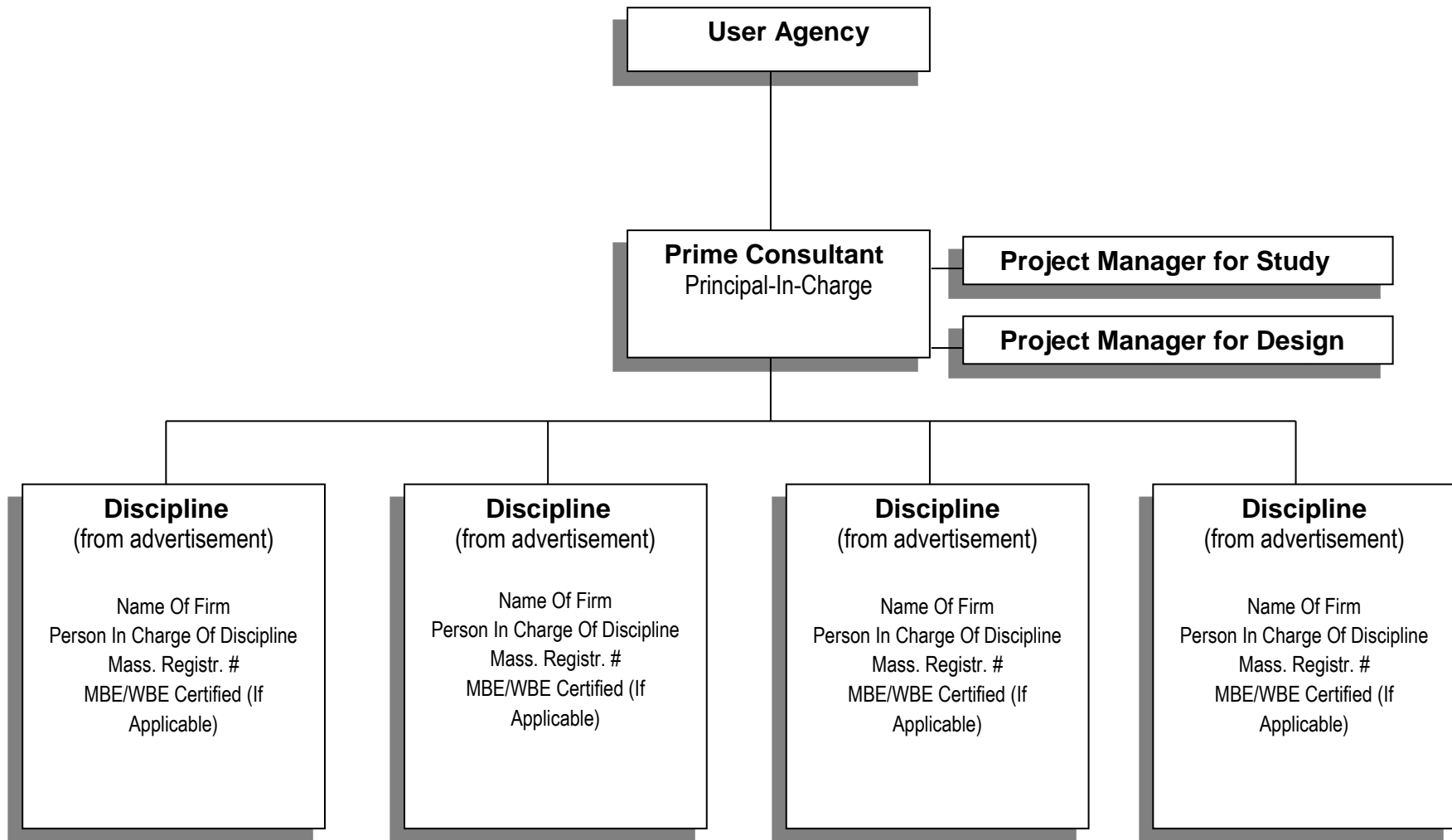
ATTACHMENT I

DESIGNER SELECTION BOARD APPLICATION FORM – UPDATED JULY 2016

(SEE ATTACHED DOCUMENT)

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:	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>	<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 <u>ONLY</u> 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.

(Add/Subtract Rows Or Pages As Needed)

# 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 Completed)	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.	<p>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 ½" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE APPLICATION EVALUATION - PROJECT EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u></p> <p style="text-align: center; margin-top: 20px;">Be specific – No Boiler Plate</p>																																
11.	<p>Professional Liability Insurance:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Name of Company</td> <td style="width: 25%;">Aggregate Amount</td> <td style="width: 25%;">Policy Number</td> <td style="width: 25%;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
Name of Company	Aggregate Amount	Policy Number	Expiration Date																														
12.	<p>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).</p>																																
13.	<p>Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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a.				d.																													
b.				e.																													
c.				f.																													
14.	<p>If Corporation, Provide Names Of All Members Of The Board Of Directors:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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a.				d.																													
b.				e.																													
c.				f.																													
15.	<p>Names Of All Owners (Stocks Or Other Ownership):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name and Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA Reg.#</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name and Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA Reg.#</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name and Title	% Ownership	MA Reg.#	Status/Discipline	Name and Title	% Ownership	MA Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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a.				d.																													
b.				e.																													
c.				f.																													
16.	<p>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.</p> <p style="margin-top: 20px;">Submitted By (Signature) _____ Printed Name and Title _____ Date _____</p>																																

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 SUB-CONSULTANT ACKNOWLEDGMENT
-------------	---

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.