

**Town of Mendon
Mendon, Massachusetts**

**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL SERVICES RELATED TO
Mendon Center Historic District
Town Hall Campus Study**

**Structural Assessment,
Adaptive Reuse Plan and Landscape Design Proposal**

December 7, 2015

RESPONSES DUE:

January 11, 2016, 2:00 P.M. LOCAL TIME

Late Responses Will Be Rejected.

DELIVER COMPLETED RESPONSES TO:

Town of Mendon
c/o Office of the Mendon Board of Selectmen
Mendon Town Office Building
20 Main Street
Mendon, MA 01756.

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 architectural services related to the design and construction of the Mendon Center Historic District Town Hall Campus Study. 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, Monday through Thursday, between 8:00 A.M. and 4:00 P.M. local time, beginning on December 7, 2015. A Pre-Response Conference will not be held. Sealed Responses will be received until 2:00 P.M. local time, January 11, 2016, at the Office of the Mendon Board of Selectmen, Mendon Town Hall, 20 Main Street, Mendon, MA 01756. If the Mendon Town Hall is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which Town Hall is open. Pursuant to M.G.L. c. 7C, §§44-58, the Town reserves the right to award one (1) Contract, if at all, to the most qualified responsive and responsible Responder who complies with the Response Submission Requirements in Section 4 of the RFQ. The award of any contract pursuant to this RFQ shall be subject to appropriation by Mendon Town Meeting. The Contract will be awarded, if at all, on a negotiated basis, with a fee not to exceed sixty thousand dollars and no cents (\$ 60,000.00), subject to negotiation and subject to all procedures outlined in the RFQ, pursuant to M.G.L. c. 7C, §§44-58 and all applicable regulations and guidelines. All Responses shall comply with the RFQ issued by the Town of Mendon. 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. No formal feasibility study exists.

The Project budget, including construction costs and design fees, has been established at approximately sixty thousand dollars and no cents (\$60,000.00).

Section 1. Instructions to the Request for Qualifications

In accordance with the provisions of Chapter 7C, Sections 44-58 of the Massachusetts General Laws, 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 architectural services related to the design and construction of the Mendon Center Historic District Town Hall Campus Study. (the “Project”). For a full description of such designer services, please refer to Section 3 of the Request for Qualifications (RFQ).

Copies of this RFQ may be obtained from the Office of the Mendon Board of Selectmen, Mendon Town Hall, 20 Main Street, Mendon, MA 01756, Monday through Thursday, between 8:00 A.M. and 4:00 P.M. local time, beginning on December 7, 2015.

A Pre-Response Conference will not be held.

Questions regarding this RFQ shall be submitted in writing to the Office of the Mendon Board of Selectmen by the close of business (4:00 P.M. local time, Monday through Thursday) until December 22, 2015. 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 on December 29, 2015.

One (1) sealed package with one (1) original and seven (7) copies of the response and one (1) electronic copy marked “Town of Mendon: architectural services related to the design and construction of the Mendon Center Historic District Town Hall Campus Study” shall be received by 2:00 P.M., local time, January 11, 2016, at this address:

Office of the Mendon Board of Selectmen
Mendon Town Hall
20 Main Street
Mendon, MA 01756.

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 shall be considered official. No late Responses shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Mendon Town Hall is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which the Mendon Town Hall is open.

Each Response shall be submitted in accordance with the Response Submission Requirements in order to be considered for award. Any Response submitted shall be binding for sixty (60) calendar days subsequent to the time of the opening of Responses.

The Town of Mendon **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 the Contract. 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 that is substantially in the form of Contract and Addendum attached to this RFQ. By submission of a response, the Responder further indicates acceptance of all terms of this RFQ.

Changes, modifications or withdrawal of Responses shall be submitted in writing to the Office of the Mendon Board of Selectmen prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED RESPONSE FOR THE PROVISION OF ARCHITECTURAL SERVICES RELATED TO MENDON CENTER HISTORIC DISTRICT TOWN HALL CAMPUS STUDY STRUCTURAL ASSESSMENT, ADAPTIVE REUSE PLAN AND LANDSCAPE DESIGN PROPOSAL. No corrections, modifications, or withdrawal of Responses shall be permitted after Responses have been opened.

After the Responses have been opened, no Responder may then withdraw its Response prior to the execution of the Contract by both parties unless an award is not made within sixty (60) calendar days from the date of opening of the sealed Responses. All Responses shall be properly signed. Unless a different period is prescribed by law, the Contract will be awarded upon negotiation completion within sixty (60) calendar days.

By submitting a Response, a Responder indicates acceptance of all terms and conditions of this RFQ.

M.G.L. c. 7C, §§44-58, which is incorporated herein by reference, shall govern all procedures.

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

Section 2. Pre-Response Conference/Questions

A Pre-Response Conference will not be held.

Questions regarding this RFQ shall be submitted in writing to the Office of the Mendon Board of Selectmen by the close of business (4:00 P.M. local time, Monday through Thursday) until December 22, 2015. 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 by December 29, 2015.

Section 3. Background

SCOPE OF SERVICES

Project Locus:

Mendon Center Historic District Town Hall Campus
Harrison Hall, Union Chapel and the Mendon Fire Station
18-20 Main Street
Mendon, Ma. 01756

Introduction:

As part of a long -range plan to evaluate its current and future needs, the Town of Mendon has identified the Mendon Center Historic District Town Hall Campus as an opportunity to rehabilitate and repurpose the historic structures that sit on the campus property. Harrison Hall (Mendon Town Hall), the Union Chapel (Taft Public Library) and the Mendon Fire Station have the potential to provide much needed municipal and community space. The MPPF Round 21 Grant along with matching CPA Funds will provide the opportunity to assess the buildings and develop a plan to stabilize, restore and rehabilitate them for future use.

The Campus Center located at 18-20 Main Street is comprised of the Greek Revival Style Harrison Hall - Mendon Town Hall built in 1840, the restrained shingle style Union Chapel - Taft Public Library built in 1896 and the Colonial Revival Mendon Fire Station constructed c. 1940.

Harrison Hall is one of the most prominent buildings in the Center Historic District Campus. Built in 1844, this structure is considered a relatively rare example of early 1840's temple form town hall municipal architecture. It represents the vision and prosperity of Mendon's residents living in the Village Center many of whom contributed to the growth and development of the town. It served many roles including town hall meeting space, a community gathering space and later served as a schoolhouse. Adjacent to Harrison Hall sits the Union Chapel, built in 1896. The building itself is a restrained example of shingle style ecclesiastic architecture. In 1920, a generous gift from Mrs. Rosa F. Taft helped the town to purchase the Union Chapel building. An additional gift by Mrs. Taft was used to convert the chapel space into what is now the Taft Public Library. On the opposite side of Harrison Hall was a blacksmiths shop that was

eventually torn down and replaced by a brick three bay fire station of the mid 20th century, c. 1940.

Open fields behind these buildings slope down to the Muddy Brook Valley. The contiguous open green space abuts a functioning farm and the prominent George Homestead - built in the early 1800's, lending a sweeping vista reminiscent of the farming community that was a hallmark of the town's agricultural roots.

This area and its historic structures were placed on the National Register of Historic Places in 2003. In 2009 Harrison Hall – the Mendon Town Hall - was placed under a Preservation Restriction to ensure this piece of history would always be protected.

Currently, the library and the fire station are not universally accessible on every level. The goal of the project will be to plan for stabilization of both buildings and to create a proposal for restoration and adaptive reuse of these structures.

The objective for the campus area where these structures are located will be to develop a plan to address pedestrian safety, accessibility and parking. The plan should also include a public green space on the campus.

Harrison Hall, now protected under a preservation restriction, is in need of restoration to return the structure closer to its original interior appearance. Over the years, alterations have compromised the historical integrity of the interior space. Modifications to the exterior of the building, as well including a crumbling fieldstone ramp on the side of the building and an ADA ramp at the front entrance, need to be evaluated.

Purpose:

The Town of Mendon recognizes the importance and historical significance of these structures in the Town Hall Campus and is committed to retaining and preserving their history while finding new uses to ensure their longevity. The goal of the Town is to use grant monies awarded along with CPC funds to evaluate this campus and its structures and develop a comprehensive plan to follow for adaptive reuse.

Description of Work:

The scope of work for this predevelopment project will consist of:

- A. Current Building Conditions Assessment
- B. Feasibility Study for Adaptive Reuse of Town Hall Campus Buildings
- C. Treatment Recommendations for Town Hall Campus Buildings
- D. Conceptual Site Plan

A. Current Building Conditions Assessment

- a) Conduct an architectural and structural analysis of all (3) buildings, both interior and exterior.
- b) Survey all systems (Fire, HVAC, Plumbing, and Electrical). Assess the present situation and recommend essential improvements to these systems.
- c) Conduct building code analysis of existing structures. Including existing MAAB/ADA elements. Keeping in mind the age, use and historic fabric it may not be practical or necessary to recommend immediate code compliance in every way at this point.
- d) Document and assess the interior and exterior fabric of the structures using written and photographic evidence of the history and architecture of the structures.
- e) Examine the sites and record the condition of the buildings as well as important architectural features and characteristics. This element will include complete photographic documentation of the existing interior and exterior conditions.
- f) Identify and document the extent of any damage or deterioration (interior and exterior) and how it came about.
- g) Prepare an “existing conditions” plan on CAD drawing system.

B. Feasibility Study for Adaptive Reuse of Town Hall Campus Buildings

- a) Meet with Town officials to determine potential users of the three identified Town Hall Campus buildings and identify their space needs.
- b) Prepare drawings at sufficient detail to determine amount of space available for potential users. Include suggested layout, including locations within the three (3) identified buildings for the identified users.

C. Treatment Recommendations for Town Hall Campus Buildings

- a) Identify structural and architectural improvements needed to accommodate code requirements.
- b) Identify treatment recommendations to rectify problems identified in the Current Building Conditions Assessment.
- c) Identify HVAC and utility improvements needed to accommodate the new uses recommended for the buildings.
- d) Identify structural and architectural improvements needed for adaptive reuse plan.
- e) Provide cost estimates for these recommendations.

D. Conceptual Site Plan

- a) Assess present conditions of the site. (Shea Engineering Site Plan completed and available through the Project Manager).
- b) Inventory existing utility systems on site, noting location, sizing capacity and access.
- c) Inventory transportation access/circulation systems in terms of capacity, location, conditions and areas of conflict.

- d) Inventory existing and proposed parking facilities for site, include utilization, capacity and access.
- e) Inventory existing zoning codes, regulatory controls and permits.
- f) Prepare conceptual plan for a cohesive campus with universally accessible walkways, safe traffic movement, adequate parking and green space that connects the structures together.
- g) Provide cost estimates for these recommendations.

*Report will be based on information collected from the Current Building Conditions Assessment and information provided by the overseeing representatives from the Town of Mendon.

All work proposed should comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties and done in a preservation context. Where applicable, plans will be reviewed by the Massachusetts Historic Commission for guidance.

Outputs:

A total of Twelve (12) final reports, consisting of:

- a) Four (4) bound originals,
- b) Two (2) unbound original, and
- c) Six (6) copies of a complete report with reduced plans will be submitted to the Town of Mendon.

The final report shall include:

- a) Executive summary,
- b) Description of Project and Methodology,
- c) Final Current Building Conditions Assessment
- d) Final Feasibility Study for Adaptive Reuse of Town Hall Campus Buildings
- e) Final Treatment Recommendations for Town Hall Campus Buildings
- f) Final Conceptual Site Plan
- g) Outline plans (reduced to 11"x17") and specifications,
- h) Cost estimates for all the above-mentioned work,
- i) Bibliography, photographs, and all conceptual plans.

All conceptual plans are to be drawn at no less than 1/8"=1' scale. Standard architectural plans are to be drawn at no less than 1/4"=1' scale. All plans shall also be provided on digital media. Photographs used for documentation are to be 4"x6" in size (B&W and color) and are to have labels that include building name, location of subject, and date. The consultant shall assist with no more than two public presentations to the Town relating to the project.

The project must be completed no later than June 30, 2016.

3.2 Successful Responder's Personnel

The Successful Responder shall be responsible for any training of his/her/its personnel. The Successful Responder's personnel shall be adequately trained by the Successful Responder and shall be of good moral character. All of the Successful Responder's employees assigned to the sites shall pass any criminal background screening performed by the Successful Responder.

The Successful Responder shall provide the Town with the following information:

- A. Name, business address, contact phone numbers and resumes of the key personnel.
- B. Name address, and telephone number of all employees assigned to the sites. The Successful Responder will update this list whenever there is a change in personnel.
- C. The Successful Responder shall provide services in any contract awarded pursuant to this RFQ as an independent contractor with the Town of Mendon. The Successful Responder and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Mendon, including, without limitation, salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension, or deferred compensation.

Note: Consultant must employ or engage staff that meets the following minimum criteria:

- a. Bachelor's Degree in Historic Preservation, Architecture, Architectural History, History, Anthropology, Archaeology, Planning or a closely related field and at least two years full time experience in an area relevant to the project; or
- b. Master's Degree in Historic Preservation, Architecture, Architectural History, History, Anthropology, Archaeology, Planning or a closely related field.

The principal in charge of this project must be experienced in developing conservation assessments, feasibility studies, and preservation plans for historic properties. The team must include a registered architect and structural engineer.

Section 4. Response Submission Requirements

Each Responder shall submit the following with its Response:

- 4.1 A fully executed Response Form (Appendix 1). A fully executed Certificate of Non-Collusion. (Appendix 3)

- 4.2 A fully executed Certificate of Tax Compliance. (M.G.L. c. 62C, §49A) (Appendix 4)
- 4.3 A fully executed Conflict of Interest Certification. (M.G.L. c. 268A) (Appendix 5)
- 4.4 A fully executed Certificate of Corporate Responder, if applicable. (Appendix 6)
- 4.5 A fully executed Certificate of Compliance with M.G.L. c.151B (Appendix 7)
- 4.6 A fully executed Certificate of Compliance with applicable EEO/AA/SDO provisions (Appendix 8)
- 4.7 A fully executed Certificate of Non-Debarment. (Appendix 9)
- 4.8 A fully executed Designer Selection Board (DSB) Application Form (Appendix 10)
Complete all requested information including the following:
Resumes shall include all Key Personnel who will be working on this project.
Resumes must include Massachusetts professional registration number in the appropriate discipline.
- 4.9 Provide descriptions of three (3) projects similar to this Project, completed within the last fifteen (15) years including a brief description of the location, costs and date services were provided, scope of Responder's services and scope of project. Identify specifically which of the Key Personnel proposed in the response worked on each of the three projects. Client contact names and telephone numbers should be provided as references. Express permission to contact these previous clients by telephone, in person, or by written correspondence, shall also be provided. Provide a comparison of final cost estimates to actual construction costs and reasons why they vary.
- 4.10 A description of the Responder's approach to providing the level and nature of services required, including a detailed work plan with schedule and proposed meetings, and supported by proposed staffing for the project. The work plan shall include the time commitment of all key personnel to the project.
- 4.11 A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all provisions of the contract can be met.
- 4.12 A statement of any legal proceeding pending or concluded within the past five (5) years relating performance of this type of service.
- 4.13 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) years Balance Sheets.

Section 5. Minimum Selection Criteria

In order to be considered a responsible, responsive, and eligible Responder, a Responder shall comply with the Response Submission Requirements set forth in Section 4, above.

Section 6. Response Submission

One (1) sealed package with one (1) original and seven (7) copies of the response and one (1) electronic copy marked "Town of Mendon: architectural services related to the design and construction of the Mendon Center Historic District Town Hall Campus Study" shall be received by 2:00 P.M., local time, January 11, 2016, at this address:

Office of the Mendon Board of Selectmen
Mendon Town Hall
20 Main Street
Mendon, MA 01756.

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 shall be considered official. No late Responses shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Mendon Town Hall is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which Town Hall is open.

Each Response shall be submitted in accordance with the Response Submission Requirements in order to be considered for award. Any Response submitted shall be binding for sixty (60) calendar days subsequent to the time of the opening of Responses.

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

As soon as is reasonably possible after the deadline for submission of Responses, Responses will be opened and evaluated in accordance with M.G.L. c. 7C, §§44-58.

Section 7. Evaluation of Responses

The Town will evaluate Responses (both in the written Responses and in the interview process) based upon the following criteria:

a. Prior similar contract experience:

The Town will evaluate the Responder's past experience in serving as a Designer Services Provider, especially for designing expansions to a public building. The Town will evaluate the Responder's past contract experience in this regard.

b. Past performance on public and private contracts:

The Town will evaluate the past performance of the Responder with regard to providing designer services in publicly funded projects across the Commonwealth, as evidenced by:

Documented performance on all previous projects as set forth in the attached Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies Not within DSB Jurisdiction Form;

A satisfactory working relationship with designers, contractors, owners and local officials.

The Town will also evaluate the management approach employed by the Responder.

c. Demonstrated financial stability;

The Town will evaluate the financial documentation submitted by the Responder as evidence of the Responder's financial suitability and capacity to support the proposed Contract.

d. Qualifications of consultants and assigned personnel who will work with the Town under any potential contract with the Town;

The Town will evaluate the Responder's key personnel, examining the interrelationship between them in filling the key roles identified by the Responder, and in terms of design review/value engineering, estimating, records maintenance, bidding, and cost and schedule control. The Town will evaluate the time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.

The Town will evaluate the Responder's knowledge (as evidenced, for example, by any and all certifications held by consultants and assigned personnel) of the Massachusetts State Building Code and all other pertinent codes and regulations related to successful completion of the Project.

e. Ability to Complete the Project on Time and Within Budget

The Town will evaluate the Responder's ability to complete the Project on time and within budget. The Town will evaluate whether the Responder has demonstrated that it has set timelines that are reasonable, that the Project can be

completed in the timeframe requested, and that it has provided references that indicate that it can complete the Project both on time and within Budget.

Evaluation of Responses

Each responsive and responsible Responder shall be evaluated on the following criteria. Ratings HA (Highly Advantageous), A (Advantageous) and D (Disadvantageous) are delineated below.

Prior Similar Contract experience:

HA Responder has completed three (3) or more Designer Services Contracts for historic district studies.

A Responder has completed at least one (1), but less than three (3) Designer Services for historic district studies.

D Responder has not completed any (1) Designer Services Contract for historic district studies.

Past Performance on Public and Private Contracts

HA Responder has not received a judgment against it by a court of competent jurisdiction, regarding any public or private contract in the last five (5) years, and has positive comments by all three (3) references for past public and private contracts

D Responder has received a judgment against it by a court of competent jurisdiction, regarding any public or private contracts in the last five (5) years, or has received more than one (1) negative comment by references for past public and private contracts

Demonstrated Financial Stability

HA Responder has provided financial information requested.

D Responder has provided no financial information.

Qualifications of consultants and assigned personnel who will work with the Town under any potential contract with the Town.

HA Responder has identified contacts, adequate staffing and consultants, and certified staff and consultants, and has an extensive knowledge of the Massachusetts State Building Code and of all other pertinent codes and regulations related to successful completion of the Project.

A Responder has identified contacts, adequate staffing and consultants, and certified staffing and consultants, and has a working knowledge of the Massachusetts State

Building Code and of all other pertinent codes and regulations related to successful completion of the Project.

D Responder has failed to provide information that indicates that Responder has contacts, adequate staffing and consultants, or a working knowledge of the Massachusetts State Building Code and all other pertinent codes and regulations related to successful completion of the Project.

Ability to Complete the Project on Time and Within Budget

HA Responder has submitted extremely detailed timelines and has provided references that indicate that the Project will be completed both on time and within budget.

D Responder has not submitted detailed timelines and/or has not provided references that indicate that Project will be completed on time and within budget.

Section 8. Selection Process and Award

Once it has been determined whether Responses are responsive and responsible, the Town's 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's Review Committee will base its initial ranking of Responders on the above Evaluation Criteria. The Town's Review Committee 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 Town's Review Committee. After the review of all submitted qualification statements, the Town's Review Committee will select finalists and interviews with the Town will be scheduled. These interviews will result in a finalist and alternates.

The following process will be followed by the Town:

1. The first-ranked Responder will be submitted to the Mendon Board of Selectmen for its approval.
2. The first-ranked Responder may be asked to participate in a presentation to the Mendon Board of Selectmen and/or submit additional documentation, as required by the Mendon Board of Selectmen, as part of the approval process at no cost to the Town.
3. The Mendon Board of Selectmen will negotiate a fee for the project.
4. If the Mendon Board of Selectmen is unable to negotiate a contract with the first-ranked Responder or if the Mendon Board of Selectmen does not approve the

first-ranked Responder, the Mendon Board of Selectmen will then review the second-ranked Responder and upon approval commence negotiations and so on, until a contract is successfully negotiated and approved by the Mendon Board of Selectmen.

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

This RFQ, any addenda issued by the Town, 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 Mendon Board of Selectmen.

The following is a tentative schedule of the selection process, subject to change at the Town's discretion.

Schedule of Proposal Process:

- **Monday December 7, 2015 - Advertisement publication/notification - Milford Daily News, the Worcester Telegram and Mass. Listserv.**
- **Monday December 7, 2015 - Proposal and Contract Documents are available in the Selectmen's Office at the Mendon Town Hall 20 Main Street Mendon, Ma. 01756 9am-3pm. Monday-Thursday and online at: www.mendonma.gov.**
- **The Central Register Publication date shall be: Wednesday December 9, 2015.**
- **Tuesday December 22, 2015 - Last Day for questions from participants.**
- **Tuesday December 29, 2015- Question and responses delivered in an addendum to all registered participants.**
- **Monday January 11, 2016 - Proposals Due 2:00 P .M. local time to the Selectmen's Office Mendon Town Hall 20 Main Street Mendon, Ma. 01756. Bid opening by Project Coordinator.**
- **Monday January 11 – Thursday January 14, 2016 – Review of Proposals by Project Coordinator and Review Committee.**
- **Tuesday January 19 and Wednesday January 20, 2016 – Interviews.**
- **Thursday January 21, 2016 Final Selection by Project Coordinator and Review Committee.**
- **Monday January 25, 2016 - Final selection submitted to Board of Selectmen for review and approval.**
- **Tuesday January 26, 2016 - Negotiations completed and contract signed. Contract work begins.**

- **Progress Report to Review Committee and Project Coordinator on Current Building Assessment and Feasibility Study for Reuse of Buildings. (Date to be set with Project Manager and Selected Firm).**
- **Progress Report to Review Committee and Project Coordinator on Feasibility Study for Reuse of Buildings. (Date to be set with Project Manager and Selected Firm).**
- **Progress Report to Review Committee and Project Coordinator on Treatment Recommendations for Town Hall Campus Buildings. (Date to be set with Project Manager and Selected Firm).**
- **Draft Presentation and Proposal to Review Committee for Conceptual Site Plan. (Date to be set with Project Manager and Selected Firm).**
- **Wednesday June 1, 2016 – 90% Completion Report to MHC, Project Coordinator and Review Committee.**
- **Thursday June 30, 2016 - Final Reports and Invoices due.**
- **Monday July 25, 2016 - Committee Review completed and Final Payment due upon successful completion of Proposal.**

Pursuant to M.G.L. c. 7C, §§44 *et seq.*, the Town reserves the right to award one (1) Contract, if at all, to the most qualified responsive and responsible Responder who complies with the Response Submission Requirements in Section 4 above. The award of any contract pursuant to this RFQ shall be subject to appropriation by Mendon Town Meeting. The Contract will be awarded, if at all, on a negotiated basis, with a fee not to exceed Sixty Thousand dollars and no cents (\$60,000.00), subject to all procedures outlined in the RFQ, pursuant to M.G.L. c. 7C, §§44 *est seq.* and all applicable regulations and guidelines.

Nothing in this RFQ will compel the Town to award a Contract. The Town may cancel this RFQ, may waive, to the extent allowed by law, any informalities, and may reject any and all Responses, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Mendon. The Town may reject as non-responsive any Response that fails to satisfy any of the Response Submission Requirements set forth in Section 4 above.

The Successful Responder shall, within ten (10) calendar days after presentation thereof by the Town, execute a Contract in accordance with the terms of this RFQ, in the form of the attached Contract.

The Successful Responder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

Prior to execution of the Contract for Designer Services, the fee for services shall be negotiated between the Town and the selected Responder.

Contract award, if any, is subject to the availability of funds. Award of Contract under this solicitation shall be made sixty (60) calendar days of completion of the

interviewing process. No person or firm debarred under any provision of federal, state, or local law shall be included as a finalist.

The Successful Responder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless according to the indemnification responsibilities noted in AIA B101-2007 (the form of Contract) and the Addendum thereto.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 9. 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 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.

Section 10. 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.

Section 11. Use of Alcohol and Controlled Substances Prohibited

The use of alcoholic beverages, narcotics, and mood altering substances, except for under 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 awarded pursuant to this RFQ. 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 awarded pursuant to this RFQ. 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 awarded pursuant to this RFQ.

Section 14. Appendices

1. Response Form
2. Model Bidding Instructions
3. Certificate of Non-Collusion
4. Certificate of Tax Compliance (M.G.L. c. 62C, §49A)
5. Conflict of Interest Certification (M.G.L. c. 268A)
6. Certificate of Corporate Responder
7. Certificate of Compliance with M.G.L. c.151B
8. Certificate of Compliance with applicable EEO/AA/SDO provisions
9. Certificate of Non-Debarment
10. Designer Selection Board Application Form
11. Contract (AIA B101-2007, incorporated by reference) and Addendum

APPENDIX 1
TOWN OF MENDON
RESPONSE FORM

The undersigned hereby submits a sealed Response for the provision of Designer Services to the Town of Mendon.

Printed Name of Responder:

Address: _____

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. (Responder shall attach to the Response Form copies of 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. (Responder shall attach to the Response Form copies of all relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with the Contract.)
- E. Responder has not defaulted on any Contract within the last five (5) years.
- F. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its place of business).
- G. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall attach to the Response form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which qualifications are sought. Responder shall attach to the Response Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- H. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form the financial documentation required in Section 4 (13) of this RFQ.)

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.

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2

MODEL BIDDING INSTRUCTIONS

A. Affirmative Marketing Participation Goals:

Each Municipality must enforce the current Affirmative Marketing Goals developed by the Division of Capital Asset Management and Maintenance (DCAMM) and Supplier Diversity Office (SDO) as follows: 1

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

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

All documentation submitted in connection with MBE/WBE credit must be true, accurate and correct to the best of your knowledge. Your signature on any MBE/WBE goal-related document means that you have read and understand it. Any false claims for MBE/WBE credit are subject to the Massachusetts False Claims Act and any applicable civil or criminal penalties as determined by the Massachusetts Attorney General's office. 2

A. MBE and WBE Participation Requirements:

1. Compliance with the requirements of this Section is a pre-requisite for receiving a Contract Award. The Contractor must utilize a reasonable representation mix of both MBE and WBE firms whose collective participation either meets or exceeds the overall combined contract goal. Both MBE and WBE firms shall have an opportunity to work on public projects with a combined MBE/WBE goal.

2. Projects with a combined goal must include a reasonable representation of both MBE and WBE firms to meet or exceed the combined goal. Both categories must be reflected in the participation goals, e.g. bidders who meet the participation goals of one category, such as MBE, must still find WBE representation. Combined contract participation goals must be reported and tracked separately.

3. The MBE and WBE participation goals for this Contract are set forth above. The Awarding Authority reserves the right to accept and review written requests but does not have the authority to reduce or waive the MBE or WBE participation goals established for this contract. Waivers or reductions of MBE/WBE participation are contingent on the following: (a) MBE/WBE availability, (b) geographic location, (c) scope of work, (d) the percentage of work available for subcontracting to MBE/WBEs and/or (e) other relevant factors including documentation by General Bidder showing a Diligent, Good Faith Effort to secure commitments from MBE/WBE subcontractors. If these criteria are met, the Awarding Authority may submit the General Bidders request along with all the foregoing documentation to the Executive Director of the Supplier Diversity Office (SDO) for final determination.

4. All contracts shall provide MBE/WBE firms with contracting opportunities. If a bidder fails to make a subcontracting opportunity available to certified MBEs/WBEs, it must explain why in writing. The Bidder shall also demonstrate that, where commercially reasonable, subcontracts were divided into smaller scopes or tasks capable of being performed by MBE/WBEs.

5. A successful bidder must provide notice of: (a) each MBE/WBE solicited, and (b) each MBE/WBE listed in the SDO directory under the applicable trade category that was not solicited and reasons therefore. The Bidder shall also state the date that notices were mailed and provide a copy of the written notice(s) sent.

6. Reasonable follow up efforts include written notices sent to MBE/WBEs with telephone calls or personal visits in order to determine with certainty whether the MBE/WBEs were interested in performing the work. Phone logs or other documentation must be submitted.

7. A statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE who submitted a bid or proposal may also be provided

8. If MBE/WBEs have difficulty obtaining bonding, insurance or lines of credit to participate in the project, prospective bidders must show reasonable efforts were made to assist MBE/WBEs to obtain bonding, insurance, or lines of credit.

9. Reasonable efforts may also include whether a Bidder placed advertisements in appropriate media and trade association publications announcing the Bidder's interest in obtaining bids or proposals from MBE/WBEs, and/or sent written notification to MBE/WBE economic development assistance agencies, trade groups and other organizations notifying them of the Contract and the work to be subcontracted by the Bidder to MBE/WBEs. The Bidder shall also submit any other information reasonably requested by the Awarding Authority to show that the Bidder has taken all possible reasonable steps to achieve the MBE/WBE participation goals.

10. If filed Sub-Bids are solicited for this Contract, requests to reduce or waive the MBE/WBE participation goals must be received by the Awarding Authority no later than ten (10) working days after the list of filed Sub-Bidders is sent by the Awarding Authority to persons who have taken out plans for the Contract. If there are no filed Sub-Bids solicited for this Contract, requests to reduce or waive the MBE/WBE participation goals for this Contract must be received by the Awarding Authority no later than ten (10) working days before the date set for the receipt of general Bids. The Awarding Authority Will Not Consider Any Request To Reduce Or Waive The MBE/WBE Participation Goals For This Contract That Is Received After These Deadlines.

11. Within five (5) working days after the opening of general Bids, the low Bidder shall submit the following documents to the Awarding Authority's Affirmative Marketing Construction Officer (AMCO): (a) a completed Schedule for Participation by MBE/WBE ("Schedule for Participation") in the form provided by the Awarding Authority showing MBE/WBE participation in amounts equal to or exceeding the MBE/WBE participation goals for this Contract, (b) a completed Letter of Intent in the form provided by the Awarding Authority for each MBE/WBE listed in the Schedule for Participation, and (c) the most recent SDO

certification letter for each MBE/WBE listed in the Schedule of MBE/WBE Participation showing that the MBE/WBE is certified in the area of work for which it is listed on the Letter of Intent.

12. Each Letter of Intent shall describe the work to be performed by the MBE/WBE (the "MBE/WBE Work") with enough specificity to allow an awarding authority to determine which specific items count for MBE/WBE participation credit. The Awarding Authority reserves the right to reject any Letter of Intent if the price to be paid for the MBE/WBE Work does not bear a reasonable relationship to the value of such work under the Contract.

13. Within five (5) working days after receipt of the Schedule for MBE/WBE Participation, Letters of Intent, and most recent SDO certification letter, the Awarding Authority shall review and either approve or disapprove the apparent low Bidder's submissions. If the apparent low Bidder has not submitted an appropriate Schedule for MBE/WBE Participation and appropriate Letters of Intent and SDO most recent certification letter establishing that the MBE/WBE participation goal for the project will be met, the apparent low Bidder will be considered ineligible for Award of the Contract and the Awarding Authority will Award the Contract to the second lowest eligible and responsible Bidder, subject to said Bidder's compliance with these conditions. If funds are insufficient to award to the second lowest Bidder, the project may have to be re-bid.

14. General Conditions of the Contract require the Contractor to submit, within thirty (30) days of the Contract Date, copies of current certification letters for all subcontractors, signed subcontracts with all subcontractors or a purchase order or invoice from each material supplier and/or manufacturer listed on the Schedule for MBE/WBE Participation.

15. A filed sub-Bidder is not required to submit a Schedule of MBE/WBE Participation with its Bid. It may submit a Letter of Intent with its Bid if it is a SDO certified MBE/ WBE. If a filed sub-Bidder intends to sub-subcontract work to a SDO certified MBE/WBE, and the awarding authority permits limited sub-sub-contracting for purposes of MBE/WBE participation, and the filed sub-Bidder wishes that sub-subcontract to be credited toward the participation goals for this Contract, the filed sub-Bidder should submit a Letter of Intent from that MBE/WBE with its Bid.

Appendix 3
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

Appendix 4
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

Appendix 5
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 Request for Qualifications.
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 the Contract (pursuant to this Request for Qualifications) 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. The Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Responder with respect to the services described in the Request for Qualifications.
5. The Responder understands that the Responder, his/her/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

Appendix 6
CERTIFICATE OF CORPORATE RESPONDER

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine. (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 Responder on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

Appendix 7
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.

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO
PROVISIONS

The Responder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
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

Appendix 10 - Designer Selection Board Application Form

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)	1. Project Name/Location For Which Firm Is Filing:	2. Project #																																
		This space for use by Awarding Authority only.																																
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): Email Address: Telephone No:	3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>																																	
4. Personnel From Prime Firm Included In Question #3a Above 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):																																		
<table style="width:100%; border: none;"> <tr> <td style="width:33%;">Admin. Personnel _____ (_____)</td> <td style="width:33%;">Ecologists _____ (_____)</td> <td style="width:33%;">Licensed Site Profs. _____ (_____)</td> <td style="width:33%;">Other _____ (_____)</td> </tr> <tr> <td>Architects _____ (_____)</td> <td>Electrical Engrs. _____ (_____)</td> <td>Mechanical Engrs. _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Acoustical Engrs. _____ (_____)</td> <td>Environmental Engrs. _____ (_____)</td> <td>Planners: Urban./Reg. _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Civil Engrs. _____ (_____)</td> <td>Fire Protection Engrs. _____ (_____)</td> <td>Specification Writers _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Code Specialists _____ (_____)</td> <td>Geotech. Engrs. _____ (_____)</td> <td>Structural Engrs. _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Construction Inspectors _____ (_____)</td> <td>Industrial Hygienists _____ (_____)</td> <td>Surveyors _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Cost Estimators _____ (_____)</td> <td>Interior Designers _____ (_____)</td> <td>_____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Drafters _____ (_____)</td> <td>Landscape Architects _____ (_____)</td> <td>_____ (_____)</td> <td>Total _____ (_____)</td> </tr> </table>			Admin. Personnel _____ (_____)	Ecologists _____ (_____)	Licensed Site Profs. _____ (_____)	Other _____ (_____)	Architects _____ (_____)	Electrical Engrs. _____ (_____)	Mechanical Engrs. _____ (_____)	_____ (_____)	Acoustical Engrs. _____ (_____)	Environmental Engrs. _____ (_____)	Planners: Urban./Reg. _____ (_____)	_____ (_____)	Civil Engrs. _____ (_____)	Fire Protection Engrs. _____ (_____)	Specification Writers _____ (_____)	_____ (_____)	Code Specialists _____ (_____)	Geotech. Engrs. _____ (_____)	Structural Engrs. _____ (_____)	_____ (_____)	Construction Inspectors _____ (_____)	Industrial Hygienists _____ (_____)	Surveyors _____ (_____)	_____ (_____)	Cost Estimators _____ (_____)	Interior Designers _____ (_____)	_____ (_____)	_____ (_____)	Drafters _____ (_____)	Landscape Architects _____ (_____)	_____ (_____)	Total _____ (_____)
Admin. Personnel _____ (_____)	Ecologists _____ (_____)	Licensed Site Profs. _____ (_____)	Other _____ (_____)																															
Architects _____ (_____)	Electrical Engrs. _____ (_____)	Mechanical Engrs. _____ (_____)	_____ (_____)																															
Acoustical Engrs. _____ (_____)	Environmental Engrs. _____ (_____)	Planners: Urban./Reg. _____ (_____)	_____ (_____)																															
Civil Engrs. _____ (_____)	Fire Protection Engrs. _____ (_____)	Specification Writers _____ (_____)	_____ (_____)																															
Code Specialists _____ (_____)	Geotech. Engrs. _____ (_____)	Structural Engrs. _____ (_____)	_____ (_____)																															
Construction Inspectors _____ (_____)	Industrial Hygienists _____ (_____)	Surveyors _____ (_____)	_____ (_____)																															
Cost Estimators _____ (_____)	Interior Designers _____ (_____)	_____ (_____)	_____ (_____)																															
Drafters _____ (_____)	Landscape Architects _____ (_____)	_____ (_____)	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"/> </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"/> </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 Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

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

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

Sub-Consultant Name:

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

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

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

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

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

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)

A full DSB form may be found online at: <http://www.mass.gov/anf/docs/dcam/dlforms/dsb/14-6-10-cities-towns-application.pdf>

Please print this form, complete the same, and include with the response to the RFQ.

Appendix 11

Contract (AIA B101-2007, incorporated by reference.)
and Addendum, as follows, together with SDO Provisions.

**ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN
THE TOWN OF MENDON (“OWNER” “THE TOWN OF MENDON” OR “THE
TOWN”) AND _____ (“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:

The Architect shall compensate the Town of Mendon for all damage to Town property to the extent caused by the willful or negligent act or omission of the Architect. To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold harmless the Town of Mendon and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Architect of its obligations under this Agreement, or the act or omission of the Architect, 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, or which arise out of the violation of any federal, Massachusetts or Town of Mendon statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Architect or any of its officers or employees regarding the subject matter of this Agreement. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

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 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 Agreement and any extension or renewal thereof. Without limitation, the Architect shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and any applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Agreement 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 applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

2.8 Add new provision as follows:

By signing this Agreement, the Architect acknowledges that it has examined the area of work which is the subject matter of this Agreement and that it is familiar with all sites which are the subject of this Agreement and with all conditions of the Agreement. The Architect has entered into this Agreement in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

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”.
- 5.11 Delete the first sentence.
- 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 a 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.
 - 9.7 In the event that this Agreement is terminated pursuant to Section 9.1 or 9.2 above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Architect and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services and shall withhold such damages from sums due or sums which become due.
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: Brandon H. Moss, 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%)
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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 and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

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. Prior to commencing services under this Agreement, the Architect shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- 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. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- 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, it shall immediately notify the Town and shall refrain from handling such materials. Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of a person to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, except to the extent that the presence, handling, removal, disposal or exposure is caused by the Architect or its officers, employees, agents and representatives or by the Architect's consultants or their officers employees, agents or representatives. Other than as required for the preparation of a hazardous material (HAZMAT) abatement plan, including without limitation, taking of samples related to testing required for the abatement plan, neither the Architect and its officers, employees, agents, and representatives, nor the Architect's consultants and their officers, employees, agents, and representatives, shall have authority to handle, transport, remove or dispose of hazardous materials in any form regarding the Project which is the subject of this Agreement, including without limitation, asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.
- u. Terms in this Agreement shall have the same meaning as those in AIA

Document A201-2007, General Conditions of the Contract for Construction.

- v. 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

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.

Dated: _____

Accounting Official

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

Dated: _____

Town Counsel

ATTACHMENT D
MODEL CONTRACT INSTRUCTIONS FOR
MUNICIPAL CONTRACTS AND STATE ASSISTED BUILDING PROJECTS

A. Affirmative Marketing Participation Goals:

The combined goals below were established by the Division of Capital Asset Management and Maintenance (DCAMM) and the Supplier Diversity Office (SDO) and require a reasonable representation of both MBE and WBE firms:

Design Participation:	Combined MBE/WBE goal of (17.9%)
Construction Participation:	Combined MBE/WBE goal of (10.4%)

All documentation submitted in connection with MBE/WBE credit must be true, accurate and correct to the best of your knowledge. Your signature on any MBE/WBE goal-related document means that you have read and understand it. Any false claims for MBE/WBE credit are subject to the Massachusetts False Claims Act and any applicable civil or criminal penalties as determined by the Massachusetts Attorney General's Office. ¹

B. MBE/WBE Participation Credit:

1. MBE and WBE participation goals are not interchangeable.
2. Participation credit is only given for actual contract work performed by currently certified MBE, WBE or M/WBE firm.
3. If the firm awarded the contract is itself currently certified as a MBE/WBE, 100% participation credit will be given for the work performed.
4. If the prime contractor is not a certified firm, it shall only receive credit for the portion of work completed by the certified firm.
5. MBE/WBE participation credit will be given to a supplier **only** if they are regularly engaged in sales of equipment or supplies to the construction industry from an established place of businesses and bear the risk of loss for product sold prior to delivery to a customer.
6. A contractor can count only 10% of the contract price towards an MBE or WBE goal on DCAMM projects.

C. Establishing MBE/WBE Status:

1. A business will be eligible for participation credit only if it has been certified by the Supplier Diversity Office (SDO) as a minority business enterprise (MBE) or a woman business enterprise (WBE).
2. Certification as a MBE/WBE **by any other agency other than SDO does not** confer the status to the firm for the purposes of contract participation credit.
3. Participation credit shall only be given to firms which are certified at the time of contract award
4. A firm currently being initially reviewed as part of the certification process cannot be used by a contractor towards MBE/WBE participation credit.

D. Performance of Contract Work by MBE/WBEs:

1. Only currently certified MBE/WBE firms count towards participation goals. If during the course of a contract, a SDO certified MBE/WBE firm is decertified their participation credit will be counted up until the date of decertification
2. An awarding authority will not grant MBE/WBE participation credit unless the contract work is actually completed by a certified SDO MBE/WBE firm. No credit will be given for work done by others or for work not on a MBE/WBE schedule of participation.

¹ See generally, MG.L. c. 12, §§5A-5O, inclusive.

3. Once a letter of intent and a MBE/WBE letter of participation are approved, a contractor may not perform this same work using its own staff without the prior express written prior approval of the Awarding Authority.
4. The Contractor shall monitor the performance of MBE/WBE Work to ensure that each scheduled MBE/WBE performs its own work with its own workforce.
5. The Contractor and each MBE/WBE subcontractor shall provide the Awarding Authority with all information and documentation necessary to ascertain whether or not an MBE/WBE has performed its own MBE/WBE Work with its own personnel, tools and equipment.
6. Failure to submit documentation to the Awarding Authority shall establish conclusively for the purpose of giving MBE/WBE participation credit under this Contract that such MBE/WBE did not perform such work.

E. Notification of Changes in MBE/WBE Work:

If during the performance of a contract, a contractor determines or has reason to believe that:

1. A scheduled MBE/WBE is unable or unwilling to perform its MBE/WBE Work;
2. There has been or will be a change in any MBE/WBE Work; or
3. That the Contractor will be unable to meet the MBE/WBE participation goal(s) for the Contract for any reason.

Then he/she shall immediately notify the Awarding Authority in writing. Any notice of a change in MBE/WBE Work shall include a revised Schedule of MBE/WBE Participation, and additional or amended Letters of Intent and related subcontracts, as needed.

F. Good Faith Efforts Needed to Support Changes/Reduction of MBE/WBE Participation Goals:

If there is a change or reduction in any MBE/WBE Work which will result in the Contractor failing to meet the MBE/WBE participation goal(s), then he/she shall undertake a diligent, good faith effort to make up the shortfall as follows:

1. The Contractor shall identify all items of the Work remaining to be performed under the Contract that they made available for subcontracting to MBE/WBEs along with that which wasn't along with reasons why.
2. The Contractor shall send written notices to all MBE/WBEs ready, willing and able to perform such work. The contractor will provide the Awarding Authority with documentation identifying: (i) each MBE/WBE solicited, and (ii) each MBE/WBE listed in the SDO directory under the applicable trade category that was not solicited and the reasons why. The Contractor shall also advise the Awarding Authority of the dates that notices were sent and provide a copy of the written notice(s) sent.
3. The Contractor shall make reasonable efforts to follow up on the written notices, including telephone calls or personal visits in order to determine with certainty whether the MBE/WBEs were interested in performing the work. Phone logs or other documentation must be submitted to the Awarding Authority upon request.
4. The Contractor shall make documented reasonable efforts to assist MBE/WBEs that need assistance in obtaining insurance, bonds, or lines of credit in order to perform work under the Contract. Supporting documentation will be provided to the Awarding Authority upon request.
5. The Contractor shall provide the Awarding Authority with a statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE who submitted a proposal.
6. The Contractor shall take any additional measures including, without limitation, placing advertisements in appropriate media and trade association publications announcing the Contractor's interest in obtaining proposals from MBE/WBEs, and/or sending written notification

to MBE/WBE economic development assistance agencies, trade groups and other organizations notifying them of the project and of the work available to be subcontracted by the Contractor to MBE/WBEs.

If the Contractor is unable to meet the MBE/WBE participation goals for this Contract after complying fully with each of the above requirements and is otherwise in full compliance with the terms of this provision, the Awarding Authority may reduce the MBE/WBE participation goals for this Contract to the extent that such goals cannot be achieved.

G. Suspension of Payment and/or Performance for Noncompliance:

If a reduction of MBE/WBE goals was given but sufficient good faith efforts (see above) were not documented, then after proper written notice, the Awarding Authority has the discretion to:

1. Suspend payment to the Contractor of an amount equal to the value of the work which was to have been performed by an MBE/WBE pursuant to the Contractor's Schedule of MBE/WBE Participation but which was not so performed, in order to ensure that sufficient Contract funds will be available if liquidated damages are assessed;
2. Suspend the Contractor's performance of this Contract in whole or in part.

Notice Required Prior to Suspension: The Awarding Authority shall give the Contractor prompt written notice of any action taken and shall give the Contractor and any other interested party, including any MBE/WBEs, an opportunity to present evidence to it that the Contractor is in compliance with the requirements, or that there is some justifiable reason for waiving the requirements in whole or in part. The Awarding Authority may invite SDO to participate in these proceedings

If, based on a totality of the circumstances, it can be shown that all reasonable steps were taken and that the Contractor is in full compliance with the requirements of this Attachment, or that the Contractor has met or will meet the MBE/WBE participation goals for this Contract, the Awarding Authority shall release any funds withheld and lift any related suspension of the Contractor's performance.

H. Liquidated Damages; Termination

If payment by the Awarding Authority or performance by the Contractor is suspended, and if the breach cannot be cured or that same contractor fails to take all reasonable and immediate efforts to comply with the MBE/WBE participation goals set forth in this Contract, subject to the notice provisions above:

1. The Awarding Authority may terminate this Contract; or
2. The Awarding Authority may retain from final payment to the Contractor, as liquidated damages, an amount equal to the difference between:
 - a. The total of the MBE/WBE participation goals set forth in this Contract, and;
 - b. The amount of MBE/WBE participation credit earned by the Contractor for MBE/WBE Work performed under this Contract minus the cost to restore the loss to the Awarding Authority.
3. Any liquidated damages will be assessed separately for MBE and WBE participation.

Discretionary Option to Review Any Additional Mitigating Evidence Prior to Final Decision: Before exercising its rights and remedies, the Awarding Authority may but is not required to give the Contractor and any other interested party a final opportunity to present evidence that the Contractor is in compliance with the requirements or that there is some justifiable reason for waiving the requirements of this Attachment in whole or in part. The Awarding Authority may invite SDO to participate in these proceedings.