

**LEGAL NOTICE**  
**TOWN OF MIDDLETON**  
**REQUEST FOR SERVICES (RFS)**

Pursuant to MGL c. 7C, the Town of Middleton seeks qualifications from qualified architecture firms for the design of a new Municipal Complex consisting of fire, police, community/senior center, and town offices on a 52-acre site located at 105 South Main Street, Middleton, MA formally the Middleton Golf Course.

Request for Qualifications available January 19, 2022, by contacting Brian Laroche, PCA360 at [blaroche@pca360.com](mailto:blaroche@pca360.com), (617)723-5056 x 103. Deadline for submission February 9, 2022 at 2pm.

<h3 style="text-align: center;">Procurement Schedule</h3>		
Primary Contact for this Procurement:		Brian Laroche, Sr Project Manager PCA360 303 Congress Street, Suite 502 Boston, MA 02210 Phone: (617)723-5056 x103 Email: <a href="mailto:blaroche@pca360.com">blaroche@pca360.com</a>
Event	Date	Details
Project Name		Municipal Complex Design
Request for Qualifications (RFQ) Available	January 19, 2022	By e-mail request to: Brian Laroche Email: <a href="mailto:blaroche@pca360.com">blaroche@pca360.com</a> Subject line of e-mail labeled: “Municipal Complex Design RFS Request”
Pre-Proposal Meeting	None scheduled	Project Location: Middleton Golf Course, 105 South Main Street, Middleton, Massachusetts 01949
Deadline for Written Questions	Tuesday February 1, 2022, at 10:00am	Attn: Brian Laroche Email: <a href="mailto:blaroche@pca360.com">blaroche@pca360.com</a> Subject line of e-mail labeled: “Municipal Complex Design RFI”
Deadline for Addendums	Thursday February 3, 2022, at 5:00pm	If any changes are made to this RFQ, an addendum will be issued. Addenda will be e-mailed, or a web link provided to every individual on record as receiving the RFQ package.
Qualifications Due	Wednesday February 9, 2022, at 2:00PM LATE BIDS WILL NOT BE ACCEPTED	Andrew J. Sheehan, Town Administrator Town of Middleton 48 South Main Street Middleton, MA 01949 Tel: 978-777-3617
Bid Surety Requirement (Bid Deposit)		Bid Surety is NOT required.

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Opening of Qualifications		Qualifications will not be publicly opened. A register of Qualifications received will be made available upon request the day after Qualifications are received.
Notify all candidates of finalists selected	Wednesday February 23, 2022	Time of late afternoon or evening interviews will be scheduled at time of notification
Finalist interviews (if required)	Monday February 28, 2022; Tuesday March 1, 2022 (if needed); Thursday March 3, 2022 (if needed)	Interviews will be scheduled in Middleton, MA
Contract Awarded *	The contract will be awarded as quickly as possible	The Board of Selectmen is the awarding authority
* The time for award may be extended by the Owner. The Owner reserves the right to change, delay, cancel, or expedite the contract award date. The Owner reserves the right to reject any and all bids as determined to be in the best interests of the Owner and to waive minor informalities.		

# REQUEST FOR QUALIFICATIONS (RFQ)

## Municipal Complex Design

Town Building Committee  
Town of Middleton, MA

### I. Introduction, Background, and Objectives

#### Introduction

The Town of Middleton, through the Board of Selectmen ("Owner"), and the Town Building Committee ("Committee") as agent to the Owner, seeks the services of a qualified architectural firm to provide design services for the future development of a municipal complex at 105 South Main Street, the former Middleton Golf Course. This design will be overseen by the Committee. An extensive public participation process is planned as well as input from Town departments and other Town committees.

#### Background

The Town of Middleton ("Town") has acquired the Middleton Golf Course at 105 South Main Street, Middleton ("premises"). The premises will be developed as a municipal complex consisting of a Public Safety building which will include a Fire and Police Station, a second building that is a combined Community/Senior Center and Town Offices. The Town is a municipality of just over 9,000 residents located in Essex County. The Town operates with a five-member Board of Selectmen, Open Town Meeting form of government with a Town Administrator. The Town's annual operating budget is approximately \$36,600,000 (FY20).

The Town undertook a master plan study in 2019-2020. That process resulted in the *Town of Middleton Municipal Center Master Plan* by HKT Associates, dated September 2020, the study is available on the Town's website. The Preferred Plan as identified in the *Town of Middleton Municipal Center Master Plan* shall be the starting point for the design for the new Middleton Municipal Complex.

The Town Building Committee ("Committee") is a volunteer board that includes citizens with backgrounds in engineering/surveying, finance, architecture, landscape design/ architecture, site planning, project management, and construction. The committee has been created to oversee this design process and act as an agent for The Town of Middleton and the Board of Selectmen ("Owner").

#### Objectives

The overall objective for a complete design of the Municipal Complex including the grounds around the proposed buildings into a Town green. Additional components include preservation of the wetlands and other areas of the 52-acre site into conservation restricted areas. An extensive public outreach process is anticipated during the design process to ensure broad public participation and input into the design.

### II. Scope of Services:

The scope of services shall include the following under the coordination and oversight of the Committee:

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## **Basic Services**

The Architect shall discuss with Committee and OPM the requirements for each Phase before beginning work on that Phase. The Committee will promptly review and approve the Architect 's submittals.

The description of Architect Services required during the various Phases as described in the RFS and hereinafter may include specification of the number of submittals the Architect will be required to make and estimates of the approximate number of meetings that the Architect will be required to prepare for and attend during each Phase.

As a part of Basic Services, the Architect shall provide six printed copies of each submittal to the Committee; one copy of each submittal to the OPM, one copy of each submittal to the Owner, and, one copy of each submittal to the Construction Manager (CM at Risk). Each submittal shall also be made in electronic format for the Committee and Owners use. Drawings submitted to the Committee shall be reproduced at half full size. A graphic scale shall be placed upon all such drawings prior to construction documents phase submittals. If the Architect is required to make submittals in excess of the number specified or if the Architect is required to prepare for and attend meetings in excess of the number specified for a Phase, the Architect shall be entitled to compensation for Extra Services, provided, however, that the Architect shall not be entitled to such compensation if and to the extent the Owner or the Committee shall have reasonably determined that the additional submittals or the additional meetings were required due to either the Architect's lack of preparation, or other fault due to deficiencies or omissions in documents prepared by the Architect.

All document submittals shall be in the form of neatly bound printed material and delivered to the location or locations as indicated by the Committee. One or more document submittal components may be submitted in an approved electronic format, subject to specific authorization by the Committee.

**Electronic Submittals:** In addition to all other submittals called for by this RFS and elsewhere in the Contract, including but not limited to hard copies and reproducibles of all submittals, the Architect shall submit one (1) electronic copy on USB "thumb" drive and shall be posted via file transfer platform (Box, Dropbox, Newforma, etc.) for all required submissions of Deliverables called for by this Contract ("Electronic Submittals"). The Electronic Submittals shall be provided in a format as approved by the Committee and as follows:

- (a) All drawings shall be provided in standard AutoCAD software (release number and version to be established at time of contract execution) or in a compatible electronic CADD (.dxf) format or other industry-standard format as approved by the Committee. Electronic file naming convention shall be acceptable to the Committee.
- (b) All other documents shall be provided in pdf format, Microsoft Word, Excel, Project, or PowerPoint, as applicable to the particular submittal.
- (c) All submittals shall be labeled identifying project name and number, file name, drawing title, software and release, and layering system.
- (d) The Owner reserves the right to require the Architect to provide all electronic media as may be required at any time during the duration of this Contract due to technology upgrades and/or changes to the electronic systems used by the Owner or Committee, provided that if such requirement demands that the Architect purchase new software or train existing employees for the application of media or software such costs shall be a Reimbursable Expense but only to the

extent that such purchase of new software or training of existing employees is unique or exclusive to the particular requirements of the Owner or the Committee for this particular Project.

(e) The Architect's compliance with the terms of this Article shall be performed as part of the Basic Services under the Contract, and the Architect shall not receive any additional compensation for providing the Electronic Submittals, (including but not limited to conversions or copies of software), except as specified herein. The Architect shall not be responsible for any use of Electronic Submittals on hardware or software for which it was not intended. Creation of a Building Information Model is included from the definition of Electronic Submittals.

In reviewing and preparing all documents for evaluation as part of the design phase the Architect shall determine gross area and net areas in the following manner to maintain uniformity in computation and consistency of both gross and net square foot areas of buildings:

**Gross Area:** The area included within the outside faces of the exterior walls for all stories. Custodial areas such as janitor closets, building maintenance and building employees' locker rooms, circulation areas such as corridors, lobbies, stairs, and elevators, and mechanical areas such as those designated to house mechanical and electrical equipment, utility services, and non-private toilets shall be considered as part of the gross area, but not part of the net area.

**Net Areas:** In general, those areas which have a specific assignment and functional program use as determined by the facility, including, but not limited to, areas such as cafeterias, auditoriums, libraries, administrative and classrooms. These shall be calculated by measuring the area between the walls at the floor level and then deducting any protruding walls, abutments, mechanical and/or plumbing shafts, window niches with sills above the floor level and other construction that obstructs the programmatic use of a space.

### **Schematic Design Phase**

Upon receipt of an Approval to proceed to Schematic Design Phase, the Architect shall meet with the Committee and OPM to review the findings of the Town of Middleton Municipal Center Master Plan dated September 2020. The purpose of the initial meeting will be to confirm the approved direction of the Committee.

The Architect shall submit a proposed design work plan to the Committee including anticipated tasks and submittals. The work plan shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. Provide a reasonable level of design-related input to the OPM such that the OPM can prepare a draft schedule for the proposed project for the Owner in the form of a graphic representation (Gantt Chart).

The Architect shall: Prepare an evaluation of the Preferred Plan as identified in the Master Plan prepared by HKT, develop the Final Design Program with Schematic Design of the building exteriors, and prepare a Proposed Total Project Budget together with the OPM; these services include, but are not limited to; collect and study all available drawings, reports, and other data pertaining to the Project; conduct a thorough on-site review of conditions relating to the Project; assure that the Final Design Program complies with all applicable codes and regulations.

The Architect shall develop the Final Design Program to a full schematic design level. Schematic design level documentation shall be based on the Final Design Program, shall incorporate Owner and Committee comments and shall include each of the following, to the extent applicable to the

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Recommended Preferred Solution:

- (a) Environmental and Existing Building Assessment – Provide additional site and building assessments as may be required to quantify presence of unsuitable materials and scope of possible remediation efforts.
- (b) Geotechnical and Geoenvironmental Analysis – Provide additional geotechnical analysis as may be required to describe soil conditions, remediation requirements and appropriate foundation.
- (c) Program Analysis - a space measurement analysis for the design which shall verify that the sum of all program floor areas plus all other floor areas equal the gross floor area of the Final Design Program.
- (d) Code Analysis – Determine the impact of all applicable federal, state, regional and local codes, regulations and ordinances, including a listing of permitting and other regulatory filing requirements.
- (e) Utility Analysis – Determine the availability and capacity of all required building utilities. Provide soils analysis, hydrological study (if req'd) and preliminary design for on-site septic/sewage treatment facilities per MassDEP requirements.
- (f) Massing Study – an analysis of the building's integration into its surroundings and neighborhood with drawings, models, or photographs.
- (g) Energy Star – Pursuant to the Committee direction, complete an Energy Design Guidance Checklist and describe sustainable design features and each high-performance objective in the proposed design and a plan for implementation or inclusion of any appropriate public utility energy conservation design programs. Provide cost savings / pay back analysis on various proposed energy savings measures for the Committee's consideration. Provide an energy model for the building at the appropriate level of design for use with the Commissioning Agent review and evaluation of the design as well as utility energy rebate programs.
- (h) Accessibility - an analysis of the design's compliance with the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board requirements (MAAB).
- (i) Building Systems Descriptions – Describe in narrative and on schematic plans basic information relative to:
  1. Building Structure - a written narrative of the design approach to the structural systems including discussion of the feasible options for foundations and superstructure as well as treatment of special situations such as unusual soils conditions or long spans.
  2. Plumbing and HVAC - written narratives of the basic systems and proposed fuel source(s) and a preliminary life cycle cost analysis pursuant to the criteria of M.G.L. c. 149 § 44(m). Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as boilers, water heaters, cooling towers, chillers, air handling units, heat recovery units, exhaust stacks, and special systems (e.g., fume exhausts).
  3. Fire Protection - written narratives of the basic systems and design criteria. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as fire pumps, standpipes, and fire department connections.
  4. Electrical (including power, lighting, communications, fire alarm, video/CATV, security/surveillance) - written narratives of the proposed electrical and communications systems resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as switchgear, standby generator, and control centers/panels.
  5. Information Technology - written narratives of the proposed information technology system resources, needs, and proposed scope. Provide schematic plans indicating

basic distribution concepts, and location of major equipment items such as switches and hubs.

- (j) Outline specifications in accordance with applicable CSI Divisions that clearly define the scope of construction, identify the sub-trades pursuant to M.G.L. c. 149 § 44F, establish the quality of materials, finishes, products, equipment, and workmanship, and the special or unique conditions of construction.
- (k) Project Schedule - Provide a reasonable level of design-related input to the OPM such that the OPM can prepare a draft schedule for the proposed project for the Committee in the form of a graphic representation (Gantt Chart) of the duration of all tasks, activities and phases of the design and construction processes against the progression of time up to a proposed occupancy date. Dependencies between activities and tasks will be delineated. Individual tasks and activities will be rolled up to the major project milestones. Provide input to the OPM regarding priority actions and activities that may have a major impact on the schedule. The OPM, not the Architect, is responsible for preparing and maintaining the draft and updated project schedule document.
- (l) Construction cost estimate - in CSI Master format with aggregated unit rates and quantities supporting each item. If an independent cost estimate is prepared for by the OPM or CM in this or subsequent phases, then the Architect shall work with the OPM or CM to resolve such any differences in a cost reconciliation process and shall involve any relevant parties in such process.
- (m) Siting analysis, including content, traffic and access, topographic and utilities recognition.
- (n) Site Development Plan – Site plan shall be at a minimum scale of 1-inch equals 40 feet and include property lines with bearings and distances, building setbacks, site acreage, wetlands information, proposed and existing topography, proposed and existing buildings and site features, floor and roof elevations for all buildings, proposed and existing utilities and utility connections, and emergency equipment access.
- (o) Schematic Building Floor Plans of all floors and roof at a minimum scale of 1/16" =1'-0" showing all elements of the building including overall dimensions, gross square footage of each floor and net square footage of each space, response to functional requirements of program, major and minor access, circulation, and room data sheets.
- (p) Schematic Exterior Building Elevations for all sides and orientations indicating all exterior finishes and fenestration.

Schematic design phase drawings, specifications, construction cost estimates and other submittals shall be subject to the written Approval of the Committee, which Approval shall not be unreasonably delayed, withheld, conditioned, or denied.

The Architect shall meet with the Committee and OPM every other week during the Schematic Design Phase. During the design phase the Architect shall participate in two public input forums. At the conclusion of the phase the Architect shall present and explain the final Schematic Design to the Committee and at two local public meetings. Prior to the issuance of an Approval to proceed to the Design Development Phase, the Architect, the Committee and OPM shall meet to finalize the design work plan, project schedule, and construction budget.

The Owner intends to construct the Project using the CM at Risk construction delivery method pursuant to M.G.L. c.149A, and will obtain the approval of the Office of the Inspector General.

### **Design Development Phase**

Upon receipt of an Approval to proceed to the Design Development Phase, the Architect shall meet

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regularly and as necessary with the Committee, this shall include meeting at least once every other week during this Phase.

The Architect shall update and refine items submitted during the Schematic Design Phase, and shall submit to the Committee, on or before the date specified in the Project Schedule, and on the basis of the approved Schematic Design Phase Documents, the following deliverables:

- (a) a list of all filings and permits within Architect's scope of services and professional expertise required to implement the design and a schedule of target dates for the procurement of such permits, which list and schedule shall be regularly updated during the term of this Contract;
- (b) information and documentation within the technical expertise of the Architect and that is necessary for the Committee to file local basic zoning and environmental permits. The Architect, as Extra Services, shall provide information and documentation for the Committee to file Environmental Notification Forms, Environmental Impact Reports, and any other filings for permits that must be filed during the design development phase;
- (c) soils exploration data, geotechnical and geo-environmental reports, showing exploratory locations relative to siting of proposed structures;
- (d) complete design development drawings; outline specifications indicating any filed sub-bid sections and sub-sub trades based on the cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, Architectural, structural, fire protection, plumbing, heating, ventilating and air conditioning, electrical, ADA/MAAB, product requirements and other features;
- (e) quality control documentation demonstrating, without limitation, coordination of: ceiling clearances, mechanical room size, and shaft sizes; specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;
- (f) design development drawings shall be submitted by the Architect for review of the local building official and any Town departments required by the Committee;
- (g) energy efficiency design update including; Energy Star checklist update. Describe sustainable design features and each high-performance objective in the proposed design. Provide an update on anticipated public utility energy conservation design programs and rebates to be attained. Provide an update on the life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective. Provide an update to the energy model for Commissioning Agent review and evaluation of the design development.
- (h) a construction cost estimate for the design in CSI format, with unit rates and quantities supporting each item and reconciled with the OPM or Construction Managers cost estimate. The estimate cost shall be projected, to the mid-point of the construction period;
- (i) a space measurement analysis for the design verifying that the sum of all program areas in the Project plus all other floor areas in the Project equals the gross floor area of the Project;
- (j) a written summary or summaries comparing the project design, as represented in the design development drawings, specifications and cost estimates with the Final Design Program requirements and explaining any deviations in writing.

**Design Development Drawing Requirements:** The Design Development drawings shall illustrate and describe the refinement of the design of the Project to a level of detail that is customary and standard, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. Drawings shall delineate locations and elements of Work which may be proposed to be assigned to project construction phases

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and/or separate bidding packages. Documents shall include, but not be limited to, the following:

- (a) Site and utility drawings showing:
  - 1. Existing and proposed contours and locations of the proposed building or addition(s). Show entry level elevation and key exterior grades at perimeter. Indicate all retaining walls. Include benchmarks of site if survey is available.
  - 2. All utilities existing and proposed, indicating location, elevation, composition and size e.g., manholes, sewers, hydrants, light standards. Include work by others, e.g., gas and electric utility providers.
  - 3. Roads, laid out parking areas, walks, recreation areas, terraces and other site improvements.
  - 4. Building locations fixed and referenced from main survey baseline, if available.
  - 5. Plant materials with preliminary schedule.
- (b) Building drawings and other graphic and written requirements with floor plans showing:
  - 1. building perimeter with exterior wall thicknesses and overall dimensions;
  - 2. structural grid;
  - 3. plan requirements of mechanical and electrical systems;
  - 4. building core; elevators, stairs, shafts, toilet rooms;
  - 5. interior partitions; appropriate thicknesses and dimensions to fix basic organizations; indicate fire separations, ratings;
  - 6. door swings;
  - 7. floor elevations;
  - 8. built-in furniture and equipment; and
  - 9. furniture layout concept drawings.
- (c) Roof plans showing:
  - 1. proposed systems type;
  - 2. pitch and drainage patterns;
  - 3. roof drains, gutters and scuppers;
  - 4. skylights, stairs through roof, penthouses, major equipment, chimneys.
- (d) Building sections: One transverse and one longitudinal section. Indicate floor to ceiling heights and floor-to-floor heights. Label all spaces;
- (e) Building elevations showing:
  - 1. full height elevations including roof structures, e.g., mechanical equipment, chimneys, and penthouses;
  - 2. floor elevations, floor-to-floor heights, and overall height related to benchmarks on site plans;
  - 3. all fenestration;
  - 4. column centerlines;
  - 5. principal finish materials indicating major control and expansion joints, and divisions of materials where required;
  - 6. louver and equipment enclosure systems; and
  - 7. exterior grades and topographical features in context.
- (f) Full height wall sections for main elevations and at special conditions. Show foundation and perimeter treatment, wall construction including insulation and supporting structure, fenestration and mechanical penetrations, and floor construction;
- (g) Interior elevations: Major spaces, e.g. library, lobby, and all typical spaces, e.g. classrooms;
- (h) Reflected ceiling plans: show prototypical structural, fire protection, mechanical and electrical information for classrooms and major spaces, including lighting layouts with ceiling heights and material changes;

- (i) Colored interior elevations and perspectives of major and typical spaces
- (j) Schedules;
  - 1. finish schedule by room types;
  - 2. door schedule by room;
  - 3. window schedule;
  - 4. equipment schedules, e.g., food service, instructional media.
- (k) Structural Concepts;
  - 1. Foundation plan showing sizes and locations of typical components.
  - 2. Framing plans: typical floor framing, roof framing, special framing, show framing at major openings and sizes of members.
  - 3. Column locations.
  - 4. Preliminary details including floor and roof deck, statements as to methods of lateral bracing and how requirements of earthquake code will be met.
  - 5. Details for special and/or incidental structural features, e.g. tunnels, connecting bridges and unique Architectural features.
  - 6. Connection to existing buildings at foundation and at key points at existing structure if applicable.
- (l) Fire Protection: floor plans indicating wet or dry type systems, hose racks or cabinets and fire department tie-ins. Indicate whether a fire pump will be required and, if so, show location within the building. Show typical sprinkler head layout;
- (m) Plumbing and sanitary systems: floor plans indicating locations of all plumbing fixtures and special features, and approximate location and size of all piping systems and principal items of equipment;
- (n) Heating, Ventilating and Air Conditioning Systems;
  - 1. Show locations and approximate sizes of piping systems, air handling systems and principal items of equipment such as compressors or cooling towers.
  - 2. Indicate space requirements of major equipment and their location in mechanical rooms and fan rooms. Major shafts.
- (o) Electrical Systems;
  - 1. All services including those for special purposes shall be located and indicated.
  - 2. Lighting shall be indicated as to type, location and intensities in foot-candles for each special and typical space.
  - 3. Switchgear and emergency generator.
  - 4. Fire alarm system drawings showing all initiation and signaling devices, control panels, annunciator panels, etc.
  - 5. Security system drawings.
  - 6. Communications drawings showing chases, major equipment locations and any special distribution requirements.
  - 7. CATV/CCTV drawings showing chases, major equipment locations and any special distribution requirements.
  - 8. Information Technology drawings showing chases, major equipment locations and any special distribution requirements.

**Other Consultant's Drawings and Other Graphic and Written Requirements:** For special consultants, e.g., kitchen, elevator, library, media room, fire / police equipment, etc. where appropriate, provide drawings that locate and define the scope of the work. Coordinate with other disciplines. Provide cuts of all major pieces of equipment.

#### Project Manual Requirements (Specifications):

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(a) Outline Specifications that are to accompany Design Development Drawings shall be prepared to a level of detail that is standard and customary and shall include, but not be limited to, a comprehensive description of the Project and the materials proposed for use in the work. No detailed specifications of materials or workmanship procedures need be included; however, the general scope shall be indicated by CSI Master Format as applicable to proposed construction.

1. The Design Development Outline Specification shall also include a comprehensive "BASIS OF DESIGN." The "BASIS OF DESIGN" shall be a narrative description of the Project and shall include all applicable Architectural, civil, structural, mechanical and electrical programs and/or systems. Identify all proposed filed sub-bid categories.
2. Project Manual shall include a statement to define Work which is proposed to be included in separate construction phases and/or bid packages.

(b) The following is a list of items that shall at a minimum be identified or outlined in this Phase:

1. Site work; clearing, drives, walks, parking areas, fences, excavation, backfill, planting.
2. Footings; on earth, rock, piles, caissons, proposed bearing pressures, boring logs.
3. Foundation walls; type of concrete, reinforcing, type and extent of waterproofing.
4. Footing drains; type, disposal of drainage.
5. Exterior walls: superstructure, type, materials, brick type, alternate cladding, back-up materials, dampproofing material and extent, special features.
6. Roofs; types, vapor barrier, insulation, flashings, all materials.
7. Flashings; general types, all materials, weights, where each type is to be used.
8. Sheet metal; gutters, leaders, others uses, except flashings.
9. Windows; general types, materials, sub-frames, finish, glazing, screens.
10. Doors, exterior and interior; types.
11. Steps, exterior; including platforms and landings' materials.
12. Stairs, interior; including platforms, landings, walls, materials and finishes.
13. Framing; wood, concrete or metal systems in accordance with general design.
14. Partition construction related to room type.
15. Cabinet and casework; types and materials.
16. Food Service Equipment; types and materials.
17. Furring; lathing, plastering, materials and locations.
18. Insulation thermal; types, thicknesses, methods of application and locations.
19. Acoustical treatments; types, thicknesses, methods of application and location.
20. Interior finishes; materials for floors, walls, bases, wainscots, trim, ceilings, ceiling heights.
21. Fire Protection; standpipe systems, sprinkler systems, fire pumps and accessories.
22. Water supply; source; location of main to which connection will be made; type of pipe for service main; load requirements; load factors and pressures.
23. Sanitary sewers; sewage disposal system, pipe and other materials.
24. Storm sewers; storm drainage disposal system (institution or local facility), pipe and other materials.
25. Gas main; material, size, location. Interface with utility company.
26. Plumbing; systems such as wastes, vents, hot water, cold water, gas, air, oxygen, vacuum, main source of supply, materials for each, water heaters, pumps, thermal insulation fixture quality, all special features.
27. Heating, ventilating and air conditioning; type of heating and refrigeration plants, type and capacity of boilers and cooling equipment, fuel, type of burners, fuel storage, heaters, feed water pumps and heaters, thermal insulation, type of heating medium, supply and return piping, radiation, unit heaters, radiant heating, principal air conditioning equipment types, special features, supply, return and exhaust ductwork.

28. Electric work; service connection, location, institution or public utility, overhead or underground, transformers including type and location, types of conduit and wiring, types of fixtures, location of main switchboard, radio, fire alarm, telephone, public address, emergency lighting and wiring, emergency or other generators, special features, including Master TV, information retrieval and/or data processing system.
29. Elevators, dumbwaiters and platform lifts; capacities, speed, travel in feet, landings, operation, controls, platform sizes, machine type and location, car and entrance finishes, signals.
30. Other built-in equipment, types and materials.
31. Special features.

**Construction Cost Estimate Requirements** – The Architect shall provide a construction cost estimate in CSI Master format with aggregated unit rates and quantities supporting each item. The estimate cost shall be projected, to the mid-point of the construction period.

- (a) The Architect shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any updated cost estimates, provided by the OPM or Construction Manager and shall work in good faith and in cooperation and coordination to reconcile any differences between the construction cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the Construction Manager, the OPM, or the Committee. If the Architect is unable to reconcile all differences between the two construction cost estimates with the OPM, then the Architect shall provide a detailed explanation of the differences to the Committee. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Architect shall cooperate with the Committee and the OPM in identifying, specifying and recommending changes in, or additional specification of materials, equipment, component systems and types of construction, or other adjustments in the scope or quality of the Project, including contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the authorized Project Construction Budget.
- (b) Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.

#### Other Requirements

The Architect shall meet with the Committee and OPM every other week during the Design Development Phase. During the design phase the Architect shall participate in two public input forums. At the conclusion of the phase the Architect shall present and explain the final Design Development package to the Committee and at two local public meetings. Prior to the issuance of an Approval to proceed to the Construction Document Phase, the Architect, the Committee and OPM shall meet to finalize the design work plan, project schedule, and construction budget.

The Architect and its Subconsultants shall collaborate with the Committee Commissioning Agent (CxA) to develop design criteria which will support the purposes of building commissioning and energy/resources conservation concepts as commonly understood and as prescribed by the Commissioning Agent.

**Construction Documents Phase:**

In addition to the requirements specified in the RFS upon receipt of an Approval to proceed with the Construction Documents Phase of the Project from the Owner, the Architect shall do the following:

Based on the submittals approved in the Design Development Phase of the Project, the Architect shall update and refine the items previously submitted and shall submit the following on or before the date and time specified in the Project Schedule:

- (a) Construction documents progress submittals as follows:
  - 1. a 60% Construction Documents Submittal, with deliverables
  - 2. a 90% Construction Documents Submittal, with deliverables
  - 3. a Final Construction Documents Submittal, with deliverables
  - 4. a Bid Documents Submittal, with deliverables
- (b) an updated work plan and recommended updates for incorporation into the Project Schedule by the OPM;
- (c) a report on the status of environmental, zoning, planning, building code, and ADA/MAAB approvals and permitting processes and a certified list of all required testing and all required permits.
- (d) All submittals by the Architect shall be subject to the written approval of the Owner, which approval shall not be unreasonably delayed, withheld, conditioned, or denied.

**60 Percent Construction Documents Submittal:**

- (a) The Architect shall provide, on or before the date and time specified in the Project Schedule, a 60% Construction Documents Submittal (60% CD Submittal), which shall include:
  - 1. Construction Documents and other deliverables advanced to a level of intermediate (60 percent) completion and incorporating corrections to indicate compliance with Owner and Building Committee review comments related to prior submittals.
  - 2. In instances where the Architect takes exception to the Building Committee's previous review comments on the Design Development submittal, a written statement explaining its position.
  - 3. The Basis of Design that accompanied the Outline Specifications in the Design Development Phase shall be updated and expanded to include all proposed Architectural, structural, fire protection, plumbing, mechanical, electrical, civil, and landscape design concepts for the Project.
  - 4. A space summary, in the form and format prescribed by the Building Committee, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those previously authorized by the Building Committee in the Project Funding Agreement.
  - 5. Keying of graphics shall be sufficient to allow a reviewer to make his or her way through the set.
  - 6. A list of all drawings related to the Project.
  - 7. A materials selection statement identifying typical interior and exterior surfaces and their materials.
  - 8. A color theory statement indicating proposed paint colors and material selections for typical and special spaces and why they have been selected and how these selections relate to surrounding materials and colors.
  - 9. Large scale plans of all mechanical and electrical spaces with major equipment indicated.

10. Project Manual, including all sections to be included in final technical specifications, developed to include a list of all materials in the building with their manufacturers. Identify all specifications sections which need to be filed sub-bid.
11. Identify all proposed bid alternates by inclusion in a project manual section to be titled "Alternates." Alternates shall be listed in sequence as approved by the Owner. Work required under bid alternates shall be described and/or drawn, as appropriate, to clearly define the design criteria and extent of work involved for implementation of the bid alternate. In each instance, the existing conditions and/or new design criteria for base bid work shall also be described and indicated in documents.
12. Code analysis: Provide a building code analysis. Any deviation from methods of compliance described in earlier submittals shall be indicated. Code analysis shall identify its preparer, code edition referenced, and include a comprehensive description of operative building code provisions, with floor plans showing fire separation types, area calculations, egress capacity for exits and exitways, and any special features required to comply

(b) As a requirement of the 60% CD Submittal, and in accordance with the provisions of this paragraph, the Architect shall provide a construction cost estimate prepared using the CSI Master Format 6-digit format to Level 3 and MGL c.149 §44F (filed sub-bid) format including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the Owner and the Building Committee. The Architect shall submit said construction cost estimate separately, as a supplement to the 60% CD Submittal, no later than twenty-one days after the submission of the 60% CD Submittal. The development of said construction cost estimate shall under no circumstances delay the timely submission of the remainder of the 60% CD Submittal.

#### 90 Percent Construction Documents Submittal:

(a) The Architect shall provide, on or before the date and time specified in the Project Schedule, a 90% Construction Documents Submittal (90% CD Submittal), which shall include:

1. Construction documents and other deliverables, advanced to a level of substantial (90 percent) completion and incorporating corrections to indicate compliance with Owner and Building Committee review comments related to prior submittals.
2. A space summary, in the form and format prescribed by the Building Committee, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those authorized by the Building Committee in the Project Funding Agreement.
3. Interior Materials Color Boards, including samples of principal interior materials, labeled and mounted to indicate locations.
4. Final structural and energy design calculations.
5. A statement confirming that the Owner has been provided with structural design drawings, specifications, and calculations sufficient to enable execution of an independent structural peer review process, as defined in the Massachusetts Building Code, as amended (this requirement is applicable, to satisfy Building Committee requirements for all school construction projects having a floor area more than 10,000 square feet). The Architect shall have advised the Owner of this requirement in writing not less than sixty (60) days prior to delivery of the 90% CD Submittal for the Owner to arrange for the services of an Independent Structural Peer Reviewer. Upon reaching 90 percent completion of construction documents, Architect's structural engineering consultant shall have reached

a level of 100 percent completion of its construction documents to enable advancement of the independent structural peer review.

6. The Architect and its consultants shall fully cooperate with the Independent Structural Peer Reviewer in the process. The Architect shall obtain a copy of the Independent Structural Engineering Review report and submit same to the Owner and the Building Committee at the time of completion of the remainder of the construction documents at the level of final completion.
7. In instances where the Architect takes exception to any of the Building Committee's 60% CD Submittal review comments, a written position statement explaining the Architect's position on its exceptions to said review comments.

**Final Construction Documents Submittal:**

- (a) The Architect shall provide, on or before the date and time specified in the Project Schedule, a Final Construction Documents Submittal, which shall include:
  1. construction documents and other deliverables advanced to a level of final (100 percent) completion and incorporating corrections to indicate compliance with Owner and Building Committee review comments related to prior submittals.
  2. a final construction cost estimate, in accordance with the provisions of this paragraph based on 90% Construction Documents, including cost estimates for general conditions, overhead and profit, insurance, bonds, and all other items expressed as percentage rates for design contingencies and construction contingencies and escalation to the bid date; and other mutually agreed upon contingencies. The final construction cost estimate shall be prepared in Uniformat II Elemental Classification to Level 3 (Sections A-G inclusive), the CSI Master Format to Level 3 and M.G.L. c.149, §44F (filed sub-bid) format and shall be complete with a single line description for each item with the detailed unit rate or item cost buildup provided in each case.
  3. complete construction drawings and specifications, certified by the Architect as having satisfied the firm's quality control review process as previously confirmed with the Owner, in sufficient detail to permit fixed-price bids in open competition for construction of the Project when documents have been approved for issuance for bidding.
  4. no later than at the 100% stage of completion of the final drawings and specifications, two sets of the final drawings and specifications that shall be provided to the local building official to be signed and stamped "Approved" by the local building official; two sets of plumbing drawings and specifications that shall be provided to the local plumbing inspector to be signed and stamped "Approved" by the local plumbing inspector; two sets of the fire protection, HVAC, and electrical construction documents that shall be provided to the local fire official to be signed and stamped "Approved" by the local fire official; two sets of the electrical construction documents that shall be provided to the local electrical inspector to be signed and stamped "Approved" by the local electrical inspector. Notwithstanding the foregoing, the Owner acknowledges that building officials, department inspectors, and fire officials have varying policies on approvals and submittal procedures, and the only obligation of the Architect in this regard is to promptly make the submittals described herein and assist the Owner in receiving the approvals to the extent available.
  5. at the 100 percent stage of completion of final drawings and specifications, a written summary comparing the final construction drawings and specifications and final estimated construction cost with the Final Design Program requirements and submittals made during the Design Development Phase and earlier in the Construction Documents Phase, explaining any significant deviations.

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6. In instances where the Architect takes exception to any of the Building Committee's 90% CD Submittal review comments, a written position statement explaining the Architect's position on its exceptions to said review comments.
7. The Independent Structural Engineering Peer Review Report obtained from the Independent Structural Engineering Peer Reviewer. The Architect shall include a certification statement from the project structural engineer Architect of record to acknowledge receipt of the Report and to indicate response actions pursuant thereto. The Architect shall also forward a copy of said Report to the Building Inspector.
8. A certification that all applicable local, state and utility officials have been contacted by the Architect regarding each utility connection and that the persons responsible for permits or connection approval have agreed to the systems' use.

**Bid Documents Submittal:**

- (a) The Architect shall provide, on or before the date and time specified in the Project Schedule, a Bid Documents Submittal shall include:

1. Construction documents and other deliverables as defined in this paragraph, incorporating corrections to indicate compliance with Owner and Building Committee review comments related to prior submittals.
2. From the construction drawings and specifications approved by the Owner, incorporating such changes as the Owner or the Building Committee requires, a set of reproducible black and white drawings and original specifications on high quality white bond paper, single-sided, properly packaged, suitable for reproduction, stamped and signed by all disciplines, that shall be prepared by the Architect and transmitted to the Owner; which documents shall become the property of the Owner. Other suitable reproducible media, having the same content shall be substituted, when so directed or authorized by the Owner.
3. Upon receipt of Owner authorization to advance to reproduction the approved documents for distribution to bidders and, upon reproduction thereof, the Architect shall promptly submit complete sets of bid documents to the Owner (two sets) and the Building Committee (one set - half size for Drawings). Any subsequent addenda shall be promptly submitted to the Owner and the Building Committee.

**Drawing Requirements:**

- (a) The documents prepared during the Construction Documents Phase shall set forth the requirements for construction of the Project to a level of detail that is customary and standard and shall include, but not be limited to:

1. General information showing drawing index, symbols, abbreviations, notes, locations map.
2. Site drawings shall be complete to define the extent and detail of site work. Show the following:
  - a. Layout and location of all proposed work including buildings, structures, retaining walls, parking, walls and all other site improvements, with details.
  - b. Existing and proposed grades and contours including floor elevations, existing structures and topography, survey base line, benchmarks and boring locations.
  - c. Landscaping and planting.
  - d. All utility service lines, systems and structures for electricity, gas, oil, water, steam, telephone, CATV, fire alarm, sanitary and storm drainage including size, composition, grades and directions of flow.
  - e. Contract Limit Line and Storage Area for construction materials.

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- f. All existing foundations, obstructions and other physical characteristics of the site which may affect the construction work.
- g. Site survey.
- h. Cuts of benches, light standards.
- 3. Demolition drawings and temporary work required.
- 4. Architectural drawings shall include at a minimum:
  - a. Floor plans of each floor, including basement and lofts or attic with room and corridor dimensions, wall thicknesses, column locations, floor elevations, mechanical and electrical openings, door and window designations, partition types, floor materials, built in furniture and equipment, keyed to other Architectural drawings. All rooms numbered.
  - b. Large scale floor plans where required to illustrate detailed requirements of rooms.
  - c. Large scale plans showing key areas e.g. lobby, special spaces. Indicate surface materials. (minimum scale  $\frac{1}{4}$ " = 1'- 0")
  - d. Roof plans showing openings, drainage, slopes, expansion joints and all projections, including equipment.
  - e. Key plans on all floor plans and section drawings, where appropriate.
  - f. Building Sections as required to show spatial organization of building but no less than one longitudinal and one transverse.
  - g. Building elevations. All building elevations shall be fully developed, and hidden elevations shall be shown. Elevations shall be shown in a sequence as unfolded from a certain point.
  - h. Full height wall sections indicating dimensions, flashing, anchorage, reinforcing, coursing, cladding, and all other conditions at wall, roof, foundation, interior floors.
  - i. Exterior details, for roofing, flashing, expansion control and construction joints, waterstops and other details showing all conditions both vertical and horizontal, including schedules.
  - j. Door, window, entrance, and storefront, schedules, and details.
  - k. Vertical circulation plans, sections and details including stairs, elevators, conveyors, dumbwaiters.
  - l. Interior elevations of all significant and typical spaces.
  - m. Interior details including casework, paneling surfacing and acoustical treatment.
  - n. Reflected ceiling plans coordinated with fire protection, mechanical and electrical drawings, and ceiling details.
  - o. Schedules
    - i. Doors
    - ii. Equipment, e.g. for services
    - iii. Partitions
    - iv. Finishes
- 5. Structural drawings shall indicate the following:
  - a. Indicate or refer to location of geotechnical exploration data and reports related thereto.
  - b. Foundation plans with bottom grades showing layout of all footings, walls, slabs on grade including reinforcing, grade beams, and columns; include design soil bearing pressures and live loads.
  - c. Floor and roof plans of structural systems including framing, grades of finished floors and depressed areas, with locations and dimensions for all openings. Also indicate design floor loads.

- d. Complete foundation wall elevation and typical sections, with reinforcing indicating location, dimensions and grades for all footings, steps and wall openings.
- e. Complete details and sections with dimensions for all construction including expansion and construction joints, reinforcing and other embedded items.
- f. Schedules (with dimensions) for all lintels, beams, joists, and columns.
- g. Unless detailed on the Drawings, the following information shall appear in the general notes: class and 28-day strength of concrete for each portion, structural steel and concrete reinforcing design stresses for each type of structural member, concrete cover for each type of structural member, shrinkage and temperature steel requirements, reinforcing laps for main reinforcing and temperature steel; bend-point, cutoff, and hook locations for all members, minimum beam and lintel bearing. Reinforcing steel fabrication shall be in accordance with most recent ACI, "Manual of Standard Practice for Detailing Reinforced Concrete." Structural steel fabrication shall be in accordance with the AISC "Manual of Steel Construction."

6. Fire protection drawings shall indicate standpipe systems, sprinkler systems, suppression systems, access panels, fire pumps, accessories, and piping. All piping, equipment, fixtures and devices shall be located and sized. Design criteria shall be provided on the drawings in accordance with NFPA requirements.

- a. Fire protection work, other than site work, shall not be combined on the same sheets with the Plumbing, HVAC, Electrical, or other drawings except with the prior approval of the Owner.

7. Plumbing drawings shall indicate the following:

- a. All work done by the Plumbing Subcontractor, which includes all water, gas, air, vacuum, medical gases, sanitary and storm wastes, and accessories. Include foundation drain lines unless established as the work of the CM and shall not be indicated on the Plumbing Drawings. Site utilities shall be indicated on the utility drawings.
- b. Plumbing work, other than site work, shall not be combined on the same sheets with the Fire Protection, HVAC, Electrical, or other drawings except with the prior approval of the Owner.
- c. Trapping and venting of all plumbing fixtures including floor drains.
- d. Water and gas supply sources, storm and sanitary discharge mains.
- e. All piping shall be carefully sized, and all sizes shall be indicated on drawings and riser diagrams. Indicate all directions of flow and pitch on piping.
- f. All accessories, valves, fixtures including all drinking fountains, grease traps for kitchen waste and all necessary panels, identified as to type and size.
- g. All piping and connections required for other trades (e.g., kitchen equipment, HVAC make-up water, etc.).
- h. Acid waste, vents and neutralization systems for laboratories.
- i. Plumbing Legend and/or graphical symbols on the first sheet of the Plumbing Drawings in accordance with the American National Standards Institute (ANSI).
- j. Plumbing riser diagrams for structures two or more stories in height above the ground level.
- k. Domestic water booster pumps, boiler feed water, meter location, hose bibbs, and wall hydrants.
- l. Domestic hot water: storage tanks, piping material, hanger details.
- m. All required access panels shall be indicated.

- n. Backflow preventors and cleanouts. Verify that access and clearance provisions for periodically inspected devices, including backflow prevention, are adequate to satisfy requirements of inspecting agencies.
- 8. Heating, Ventilating and Air Conditioning Drawings shall indicate the following:
  - a. HVAC work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, Electrical, or other drawings except with the prior approval of the Owner.
  - b. All piping and ductwork systems shall be located and sized. All ductwork shall be shown double line.
  - c. All systems shall be sized at all reductions and riser diagrams of piping and duct systems shall be indicated.
  - d. All directions of flow and pitch on piping, and direction of flow, volumes for duct systems shall be indicated.
  - e. All equipment shall have sufficient servicing and/or replacement space indicated on drawings.
  - f. All equipment, accessories, valves and dampers with all necessary access panels, identified as to type and size. Access panels, where required for access to valves and dampers shall be indicated on drawings.
  - g. Cooling system pumps, chillers, cooling towers, air handling units, ductwork system and dampers, fan details, temperature control system, air and hydronic balancing equipment, and schedules shall be indicated.
  - h. Cooling tower design shall be indicated on the drawings showing site location, elevations and floor plan of equipment layout and typical flow diagram as related to the total HVAC system.
  - i. All fire and smoke dampers, access panels and doors.
  - j. Mechanical room designs:
    - i. Vent pipes for safety valves, relief valves, back pressure valves and tanks shall be extended above flat roofs in accordance with all governing authorities.
    - ii. In all designs for boiler and refrigeration plants, include a complete floor plan indicating location of all major mechanical equipment and sufficient service space.
    - iii. In designs of new and/or replacement boiler and refrigeration plants, provide a flow diagram detailing steam or hot water distribution systems, return systems, including all existing equipment and their function, as well as any proposed expansions with all necessary instrumentation and controls.
- 9. Electrical Drawings shall indicate the following:
  - a. Site utilities shall be indicated on separate electrical site drawings, unless ample space is available on common site for utility drawings.
  - b. Electrical work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, HVAC, or other drawings except with the prior approval of the Owner.
  - c. General arrangement: Outline layout of each floor. Typical sections through the structure shall be indicated when necessary to define requirements, floor and ceiling heights, elevations, and type construction, including concrete pads shall be indicated. Indicate interface with other systems. Identify any work by CM or other trades.
  - d. Interior lighting system: Light fixture schedules, circuiting location and mounting heights of all fixtures, receptacle and switch outlets, sizes and types of all lamps, conduits, all other accessories and riser diagrams shall be indicated on drawings.

Indicate details and method of supporting electrical fixtures and conduits. Architect shall specify that all electrical lighting fixtures be supported from the building structure, and shall be independent of ducts, pipes, ceilings and their supporting members. Comply with seismic design criteria.

- e. Power system: Locations, types and method of control for all motors, heaters, appliances, controllers, starters, branch circuits, feeder conductors and conduits. Indicate riser diagrams. Show details and indicate method of supporting electrical conduit. For larger projects, thermostats and control wiring are normally covered under the HVAC sub-contract, assure coordination.
- f. Fire Alarm, Data, Communications, CATV/CCTV Systems: Locations and types of all devices, outlets and equipment, service connections, wiring diagrams, all other essential details.
- g. Services: Location and details of all services, whether overhead or underground, feeder sizes, plans and elevations of switchgear and transformers, metering and service switchboard arrangements, wiring and ground fault diagram and bus ducts.
- h. General and sub-stations: Location, size, method of connection and protection of all generators, transformers, excitors, motor generators, switch gear, and associated equipment, current characteristics and equipment capacities. Indicate equipment connections by means of one line and/on wiring diagrams and schedule all major items of equipment and all instruments.
- i. Underground work: The size and locations of manholes and types of cables, number, size, and location of ducts, locations, sizes and types of cable supports, fireproofing, duct line profile, and one line diagram of connections. All underground chambers, including manholes and pull- boxes, shall be constructed of cast in place or one-piece pre-cast concrete.
- j. Pole line work: if required as contract work, indicate location, length, treatment and class of poles, guying, cross arms, insulators, circuiting, transformers, protective and switching devices, lightning arresters, special structures, diagrams, current characteristics and grounding.
- k. Exterior lighting: Location, size, and type of transformers, luminary, poles, light standards, cables, ducts, and manholes, details of control equipment and connection diagrams.
- l. Emergency system details including transfer switch, type of fuel.
- m. One line diagram indicating load KVA, and available short circuit amperes at each transformer, switchboard, distribution panel board, branch circuit panel board, and at major pieces of equipment.
- n. Riser diagrams for all systems.

**Project Manual Requirements:**

- (a) The format for the Project Manual, including its technical specifications, shall be in accordance with the current CSI Master Format with separate sections for each of class of work required by M.G.L. c. 149 §44F.
- (b) The following general information applies to the development of final Specifications:
  1. Describe the extent of the work, the materials and workmanship, and include the work under the proper section. If any portion of the work included in a section of the Specifications is to be performed by a trade covered by another section, there shall be clear and distinct cross-referencing between the sections. Merely to state "by others" is not acceptable.

2. For each item of material or equipment, the specifications shall provide for a minimum of three named brands of material or equipment and the words "or equal" or a description of material or equipment which can be met by a minimum of three manufacturers or producers, and the words "or equal." Proprietary products shall not be specified except as provided by M.G.L. c. 30, § 39M; however, when they are specified, proprietary specifications are subject to the "or equal" provisions of M.G.L. c.30, § 39M.
3. Specify materials mined or manufactured in Massachusetts first and the United States of America second whenever possible.
4. Do not use general clauses intended to be all-inclusive in lieu of complete descriptions.
5. Do not duplicate standard requirements that are contained in the contract form.
6. Use consistency throughout. The word "will" shall be used to designate what the Owner, Committee, Owner's Project Manager (OPM), Commissioning Agent (CxA), or the Architect can be expected to do, and the word "shall" shall be used to designate what is mandatory for the Construction Manager (CM) or subcontractors to do.
7. Use the same term throughout for the same subject and the term shall be the same as that used on the drawings.
8. Do not use the term "etc."
9. Avoid such terms as "to the satisfaction of the Architect," "as directed by the Architect," "as approved," and "as required".
10. Specify work in appropriate Sections according to local trade jurisdiction.
11. Avoid the use of the following symbols:

<u>Symbol</u>	<u>Use Instead</u>
#	number, no., or pounds
%	percent
"	inch or in.
x	by
'	feet or ft.
o	degree
/	per or at

12. In sections for which filed sub-bids are required, refrain from using such terms as "the Contractor," the "Heating Contractor," or "the Plumbing Contractor," but where necessary for clarity refer to the "HVAC Subcontractor," and the like.
13. Do not give numbers both in words and figures. Numbers less than 10 shall be written in words, 10 and higher numbers shall be written in figures. In expressing dimensions, figures such as 2 in., 16 in., 7 ft., 6 in., shall be used.
14. Each filed sub-bid section shall detail all labor and materials required by the particular sub-trade and list, by number, those drawings (and only those drawings) indicating work of that sub-trade. In addition, list drawings indicating work of a particular trade that appears on drawings that are not customarily included in the work of the trade, when applicable.
15. Do not specify that a product or system shall require prequalification or advance approval for use prior to bidding.
16. Established unit price items shall be used for work categories which cannot be ascertained for exact quantities in bid documents (e.g., earthwork removal and/or replacement items). In such cases, the ARCHITECT shall establish ranges of quantities with associated unit price values for each range. Unit price values shall be established for added work, for deleted work, for base bid quantities when conditions so-suggest. Unit price values shall be ascertained through consultation with cost estimators, be current, equitable, and well defined as to elements of work, overhead, like issues to be

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encompassed. Established unit prices shall be published within the applicable technical specification sections and referenced from general conditions as being operative as the basis for determining values to be used for payment or recovery for change order work.

17. Staging, scaffolding, cutting and patching, refuse collection and disposal, demolition work and cleaning task, allocation policy and proposed language shall be carefully assigned to avoid duplication or omission.
18. A final draft of Project Advertisement, Notice to Bidders, Instructions to Bidders, Contract Forms, General Conditions, Supplementary General Conditions, and other "front end" documents shall be included in the 90% construction documents submittal, along with a final version of all text to appear in Division 1, General Requirements. The Architect may defer insertion of final advertising / bid dates and wage rates, understanding that they are to be established and inserted immediately prior to release of documents for bidding.

#### Construction Cost Estimate Requirements

The Architect shall provide the construction cost estimates in accordance with the following provisions:

- (a) The Architect shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any update cost estimates, provided by the CM and shall work in good faith and in cooperation and coordination with the CM to reconcile any differences between the cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the CM, Owner, the OPM, or the Committee. If the Architect is unable to reconcile all differences between the two construction cost estimates, then the Architect shall provide a detailed explanation of the differences to the Committee. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Architect shall cooperate with the Committee and the OPM in identifying, specifying and recommending changes in materials, equipment, component systems and types of construction, or other adjustments in the scope or materials selections for the Project, including contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the Project Construction Budget.
- (b) Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.
- (c) Cost estimates shall be projected to the midpoint of the construction period.
- (d) The summary sheets shall contain the following:
  1. The date that the estimate was prepared. (Value Date).
  2. The anticipated bid date.
  3. The project and contract number.
  4. The title and location of the project.
  5. The name of the Architect.
  6. The name of the Estimator.
  7. The site work cost (including all utilities).
  8. The building cost (including fixed equipment).
  9. The estimated construction cost of each Phase of the work, totaled.

#### Other Requirements

The Architect shall meet with the Committee and OPM every other week during the Construction Document Phase. At the 90% phase the Architect shall present and explain the development of the Construction Documents to the Committee and at one local public meeting. The Architect shall incorporate such changes as are necessary to satisfy the Committee's review comments.

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## **Bidding Phase**

The Architect shall, when authorized by the Committee, prepare for reproduction and distribution the construction bid documents, including advertisements, for receipt of proposals from construction contractors, and for execution of the Owner-Contractor Agreement. The Architect shall prepare all addenda (to include bidder questions and Architect responses), subject to the Approval of the OPM and Committee. The Architect shall attend a pre-bid conference if one is scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the Architect by means of written addenda to the bid documents as required. The Architect shall attend each bid opening and, with the assistance of the OPM, conduct a review of the qualifications of the low filed sub-bidders and general bidder (and of other bidders if necessary) and shall, within five working days of the respective bid opening dates, advise the Committee in writing of the Architect's opinions as to the sub-bidders' bids and as to which general bidder is the responsible and eligible bidder that has submitted the lowest bid.

The Architect shall assist the Committee and OPM in the prequalification of prime contractors and subcontractors in the filed sub-bidder or trade contractor scopes of work pursuant to M.G.L. c. 149, §§44D $\frac{1}{2}$  and 44D $\frac{3}{4}$  including participation as a member of the Prequalification Committee.

The Architect shall receive all inquiries relating to the bid documents and, when necessary, answer questions by preparing and issuing written addenda. The Committee and/or OPM shall review and approve all such addenda prior to issuance to bidders. When sub-bids are required:

- (a) Attend sub-bid openings.
- (b) Assist in reviewing sub-bids with the Committee and OPM for completeness and accuracy.
- (c) Assess sub-bid amounts relative to cost estimates.
- (d) Assist in checking references of sub-bidders and make written recommendations as to their qualifications, only required for projects in which pre-qualification has not occurred.
- (e) Issue a letter of recommendation to the Committee upon acceptance of sub-bids, identify any categories to be re-bid and reason(s) therefor.
- (f) Prepare and distribute the filed sub-bid tabulation to all prospective bidders. The tabulation shall be reviewed and approved by the Committee and/or OPM prior to its issuance to bidders.

If the Project has to be re-bid because of a defect in the bid documents prepared by the Architect or in procedures proposed by the Architect, the Architect shall correct the defect and take the necessary actions for re-bidding the Project on proper bid documents without any additional compensation to the Architect.

If within three (3) months after approval of Construction Contract Documents, in final form, the bids of the lowest responsible and eligible bidders or negotiated proposals exceed the approved Project Construction Budget, the Owner and/or Committee may require the Architect to revise the design, drawings and specifications to keep the Project within the Project Construction Budget. The Architect shall not be entitled to extra compensation for making such revisions to contain costs within the Project Construction Budget.

If the Owner awards a construction contract for an amount that exceeds the amount established in the Project Construction Budget, such an award will not affect the Fee for Basic Services.

## **Construction Administration Phase**

**Obligations During Construction:** Following the execution of the Owner-Contractor Agreement, the Architect shall undertake certain of the obligations of administering the Owner-Contractor Agreement on behalf of the Owner, provided that Architect shall not be subject to provisions of the Owner-Contractor Agreement that would have the effect of expanding Architect's responsibilities or liabilities under this Contract without Architect's written consent. Upon commencement of construction activities for the Work or early bid packages or at times established in Project schedules, the Architect shall:

- (a) Furnish the CM with information for establishing lines and grades and such supplemental drawings as are reasonably needed to implement the intent of the Construction Contract Documents;
- (b) With reasonable promptness and in accordance with schedules agreed upon by the Architect and Contractor, observe testing when required under this Contract, and review and act upon samples, schedules, request for information (RFI's) shop drawings and other submissions from the CM;
- (c) Prepare, maintain and update logs for all submittals, shop drawings, architects supplemental instructions (ASI), Pricing Requests (PR's) and Construction Change Directives (CCD's);
- (d) Visit the site at intervals appropriate to the stage of construction, weekly or as otherwise agreed to by the parties, and observe the progress of the Work, issue written progress reports, and attend job meetings, and review and respond to meeting minutes prepared by the OPM, and to determine in general if the Work observed is being built in a manner indicating the Work when completed will be in accordance with approved Construction Contract Documents;
- (e) Collaborate with the on-site Project Representative of the OPM to identify and monitor issues of concern relative to the progress of the Work, and establish communications processes to help assure that matters of mutual concern are exchanged on a timely basis with one another, the OPM, CxA, Committee and Owner;
- (f) On a weekly basis, make specific recommendations on rejection of any Work observed by the Architect that fails to conform to the Construction Contract Documents, and observe corrected Work;
- (g) Require each Subconsultant engaged to make visits weekly or as otherwise agreed to by the parties during the progress of any work to which that Subconsultant's services relate, and to report upon it in writing to the Architect;
- (h) Recommend actions to be taken which may include condemnation or rejection of any work that the Architect determines fails to conform to the Owner-Contractor Agreement;
- (i) Review and recommend appropriate action for proposed requests for changes and where required by the Owner or Committee, prepare documents associated with requests for a change in any Construction Contract Documents.
- (j) Conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the Committee;
- (k) In association with the CxA, review the report by such CxA on the balancing of air and water circulation systems;
- (l) In association with the CxA, review the report by such CxA on the setting and adjustment of automatic controls;
- (m) In a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract Documents, except as the Committee may in writing otherwise determine;
- (n) In association with the CxA, review the recommendations of such Consultant for requirements upon operating and maintenance documents and building user training events and instructional media as established in the Construction Contract Documents; such Consultant

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or OPM shall coordinate involvement of contracting parties, the Architect, Committee and Owner;

- (o) Furnish the Record Drawings as submitted by the CM and other required documents;
- (p) Assist the Owner in providing the written Contractor Evaluations required of the Owner pursuant to M.G.L. c.149 §44D(7) at the completion of approximately 50% of the Construction Phase on forms prescribed by M.G.L. c.149 §44D(16);
- (q) Perform inspections of the work as necessary to prepare a punch list identifying each incomplete or deficient Work item and performing re-inspections to authorize removal of satisfactorily completed Work items from the punch list, or to determine that the Project is complete. In association with the OPM, a cost shall be assigned to each incomplete or deficient Work item when it has been determined that the Project has reached Substantial Completion; and
- (r) Receive from the CM all maintenance and operating manuals, occupancy permits, guarantees and other similar relevant materials.
- (s) Energy Star checklist update. Submit rebates paperwork for public utility energy conservation design programs. Provide an update to the energy model for Commissioning Agent review and evaluation of the final design. Update energy model at the conclusion of the Construction Phase based on approved submittals and final installations.

The Architect shall submit to the OPM within 48 hours all requisitions for payment submitted by the CM in the form required by the Owner. The Architect may establish procedures with the Contractor for advance notification of requisition and/or draft version processing. With respect to each such requisition, the Architect shall certify to the best of its knowledge that the percentage of Work included in the requisition is accurate and that the work performed is in accordance with the Construction Contract Documents. In the event the Architect does not approve the requisition exactly as submitted by the CM, the Architect shall forward it for payment to the OPM dated and signed with corrections and with an accompanying letter of explanation setting forth the Architect's objections and recommended changes. The Architect shall coordinate the required visits of its own staff and those of its Subconsultants, to the construction site so as to enable it to submit to the OPM the CM's monthly requisition for payment. Timely payments to the Contractor are required by M.G.L. c. 30, § 39K. Therefore, the Architect shall establish procedures to help assure either immediate mail or messenger delivery of the requisition for payment to the OPM and shall process requisitions for payment within five business days after receipt of the same, provided the Contractor has submitted a full and complete requisition for payment in the correct form.

Prior to issuance of the Certificate of Substantial Completion, the Architect shall obtain from the CM as-built drawings, including drawings showing the actual installation of the site utilities, plumbing, heating, ventilating and electrical work under the Owner-Contractor Agreement, and recording all changes. The Architect shall ascertain that changes authorized by change orders are shown on the CM's as-built drawings, but Architect shall be entitled to rely upon the accuracy and completeness of the Contractor's as-built information and shall forward such to the Committee as Record Drawings.

The Architect shall issue the Certificate of Substantial Completion of Construction upon their confirmation that work has been completed in accordance with the requirements contained in the AIA Substantial Completion Certificate

### **Completion Phase:**

Upon acceptance of the Certificate of Substantial Completion of Construction by the Owner and Committee, the Architect shall thereafter provide the following services:

- 1) With respect to a completed Project, preparing a Certificate of Final Completion.
- 2) With respect to a punch list, re-inspecting the work up to three times in order to determine that the punch list work is satisfactorily completed.
- 3) Reviewing and certifying the Contractor's Application(s) and Certificate(s) for Payment as necessary.
- 4) Attending meetings as reasonably necessary in the opinion of the OPM, unless such meetings involve continued discussions of incomplete or deficient work and the Basic Services punch list site visits have been expended. In such instance, the meetings shall be paid for as Extra Services.
- 5) Using the as-built information maintained by the CM during construction and revising the applicable original reproducible drawings and electronic media drawings on the basis of the as-built drawings, provided that Architect shall be entitled to rely upon the accuracy and completeness of the Contractor's as-built information. Upon completion of the required drafting and editing, provide one set of mylar reproducibles, two sets of prints and two (2) electronic version copies to the Owner which shall become the property of the Owner. The cost for printing the mylar reproducibles and two sets of prints are Reimbursable Expenses.
- 6) Ten (10) months after the date of substantial completion, performing one (1) site inspection and preparing a list of construction warranty deficiencies. The Architect shall consult with the CxA upon the acceptability of warranty compliance requirements and response actions.
- 7) Informing the Committee in writing, through the OPM, of all such warranty deficiencies that should be addressed.
- 8) Performing one (1) site inspection within a further sixty (60) days to see that all such warranty deficiencies have been corrected.
- 9) Evaluation of Contractor: The Architect shall assist the Owner with providing the written Contractor Evaluations required of the Owner or Committee pursuant to M.G.L. c.149 § 44D(7) within 70 days of the date of Substantial Completion for construction, on forms prescribed by M.G.L. c.149 § 44D(16).
- 10) Two (2) suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Architect to the Owner at the conclusion of the Owner-Contractor Agreement.

### **III. Timeline**

The Committee anticipates that it will take approximately twelve (12) months to complete the design phase of the Municipal Complex. The design team will be expected to commence design activities upon award.

### **IV. Proposal Requirements**

To be eligible for consideration, the proposer shall submit eight (8) original copies plus an electronic version on a USB "thumb" drive of its proposal, which shall contain all of the following information:

- a. A cover page, identifying the name of the project as "Town of Middleton Municipal Complex". Include the name of the firm, official address, contact person, phone number, and email address.
- b. A cover letter which must be signed by the individual with authority to bind the

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proposal team to contractual commitments.

- c. If the proposal team involves more than one firm, the proposal must identify all sub-consultants or subcontractors in addition to the principal firm, with full contact information for each such participating entity or individual.
- d. An outline of the experience of the firm regarding similar projects considered relevant, including a summary of change order costs to overall project costs in the identified projects.
- e. A proposed scope of work and services for the project. Identify the approach to the project and a proposed project schedule including key milestones.
- f. A staffing plan with resumes identifying the principal in charge, the project manager, and key personnel who will work on the project. Include an organization chart of the team.
- g. A description of the firm's history, size, experience, and capability to complete the scope of work. The qualifications section must include:
  - i. A description of the firm, its practice, specializations, staffing, and current staff capacity.
  - ii. A description of the teams' experience with municipal projects within the past ten (10) years in which the team included any member of the team proposed for this project.
  - iii. Resumes and evidence of appropriate and current Massachusetts licenses or registrations (where applicable) for all individuals who will be assigned to this project.
  - iv. A list of the firm's current contractual commitments.
- h. Include a completed "Standard Architect Application Form for Municipalities and Public Agencies not with DSB Jurisdiction" as published by the Commonwealth of Massachusetts. Said form is available through [www.mass.gov](http://www.mass.gov).
- i. Submit a list of at least three (3) separate professional references of persons who are familiar with the work of the staff that will be assigned to this project; at least one reference shall be a municipal reference in the Commonwealth of Massachusetts. References shall include full contact information, the name of the project, and the dates of service. References must be available to be contacted by person, phone, and/or correspondence as to the firm's past performance.
- j. Provide the forms attached hereto as Attachments B-D.

## **V. Qualifications Required**

All firms must possess the following minimum qualifications:

- a. Massachusetts registration and licensing in all applicable disciplines.
- b. Thorough working knowledge and experience with MGL c. 194A as it pertains to public building construction laws, bidding laws, wage rates, OSHA 10 requirements, DCAMM certifications, and legal advertisements.
- c. Thorough knowledge of procedures, requirements, and practices of the Commonwealth of Massachusetts, and other agencies related to the design and construction of municipal buildings.
- d. Thorough knowledge of the Massachusetts State Building Code and regulations of the Architectural Access Board.
- e. Thorough knowledge or and experience with preparing planning documents and bid specifications as they pertain to M.G.L. c 149a building projects and required forms.
- f. Thorough knowledge of and familiarity with the requirements of c. 579 of the Acts of 1980 (Omnibus Construction Reform Act) and c. 484 of the Acts of 1984.

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- g. Sufficient levels of staff to complete the project within the timeline.
- h. Prior to signing the contract, all insurance indicated in Attachment F.
- i. Satisfactory evidence a minimum five (5) years of satisfactory performance designing projects of similar size (volume and construction cost) and complexity in connection with public safety, town hall and community/senior centers for municipalities.

## **VI. Fee**

Design fees for this project will be negotiated with the selected firm. If the Town cannot come to an agreement on fees, the Town will then negotiate with the next most qualified firm.

## **VII. Submission of Qualifications**

Proposal packages should submitted, bound with all material required.

- 1. Qualifications shall be addressed to the attention of:

Andrew J. Sheehan, Town Administrator  
 Town of Middleton  
 48 South Main Street  
 Middleton, MA 01949  
 Tel: (978)777-3617

- 2. Qualifications must be clearly identified by marking the package or envelope with the following:

**Town of Middleton – Municipal Complex Design**

**Qualifications for \_\_\_\_\_ [Insert Name of Applicant]**

- 3. All questions regarding this RFQ should be addressed exclusively in writing via e-mail to:

Brian Laroche, Sr Project Manager  
 PCA360  
 Email: [blaroche@pca360.com](mailto:blaroche@pca360.com)

The deadline for questions is noted in the Procurement Schedule.

No pre-proposal meeting will be held.

## **VIII. Selection**

The Owner, through the Town Building Committee (Committee), will consider the following criteria in evaluating Qualifications:

Selection criteria include, but are not limited to the following:

- a. Organization, clarity and conciseness of the proposals
- b. Prior similar experience best illustrating current qualifications for the specific project.
- c. Past performance of the firm with respect to:
  - Quality of project design.
  - Quality, clarity, completeness and accuracy of plans and contract documents.
  - Ability to meet established program requirements within allotted budget.
  - Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.
  - Coordination and management of consultants.

- d. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
- e. The identity and qualifications of the consultants who will work on the project.
- f. The financial stability of the firm.
- g. The qualifications of the personnel to be assigned to the project.
- h. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
- i. any other criteria that the Committee considers relevant to the project

The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Approving Body. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, § 44C, shall be included as a finalist on the list. The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

## **IX. Proposal Requirements**

Persons or firms interested in applying must meet the following requirements:

Applications shall be on "[Standard Architect Application Form for Municipalities and Public Agencies not within DSB Jurisdiction \(Updated July 2016\)](#)" as developed by the Architect Selection Board of the Commonwealth of Massachusetts. **Applications (eight (8) original copies, and one (2) digital copies in PDF format on a USB "thumb" drive must be received on or before 2:00 PM, February 9, 2022.** Applications must be completed using no smaller than the same font size as in the application (10 font Arial Narrow). Applications should be printed double-sided, and spiral bound on the left short edge, landscape orientation, in order that the pages lie and remain flat when opened. Applications should not be provided with acetate covers.

Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the application.

Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project subject to the page limitations as set forth in the Standard Architect Application Form. Electronic links to supplemental information are prohibited.

## **X. Other**

### *Rule for Award*

The Committee reserves a period up to sixty (60) calendar days following the opening of the qualifications in which to evaluate and award the contract.

The Committee herein declares its express purpose not to award the contract to any Architect unable to furnish evidence, satisfactory to the Committee that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. The Architect must possess and identify the physical resources, equipment and personnel necessary to carry out the work in accordance with the specified requirements. If requested, any Architect may be required to demonstrate financial stability satisfactory to the Committee.

Prior to negotiating a contract with the top-ranked Architect, the Committee will advise the firm to be prepared to provide the following information:

- Rationale for the development of fee proposal,
- Hourly rates for the Architect's personnel and consultants,
- The markup, if any, that the Architect will add to costs, including sub-consultant fees, or reimbursable expenses, resulting from a change in the scope of work (if any).

The Board of Selectmen is the awarding authority for the contract (Attachment A, or a contract substantially in this form). Award, payment, and performance obligations shall depend on the availability and appropriation of funds.

The Committee reserves the right to reject any and all qualifications as determined to be in the best interests of the Town and to waive minor informalities.

#### *Federal and State Taxes*

The Town is exempt from federal and state sales taxes and or use taxes. Taxes are not to be included in the Proposal price to be negotiated with the winning Architect.

#### *Information about changes to the RFQ (Addenda)*

In the event that changes/additions are made to this RFQ, an addendum will be issued. Addenda or a web link to addenda will be emailed to every potential responder on record as receiving the RFQ package.

#### *Examination of documents and questions*

The Architect shall be satisfied as to the requirements of the contemplated services to enable intelligent preparation of this Proposal. The Architect shall be familiar with all of the RFQ documents before submitting the Proposal in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the Proposal is based on incomplete information.

Inquiries concerning any part of this RFQ shall be directed to the individual(s) listed under the Procurement Schedule. Architects should note that oral communications are not binding on the Town. All requests/questions must be submitted in writing. Questions must be sent in writing and may be delivered by hand, fax, or email as referenced under the Procurement Schedule by the deadline. The Town will respond to written questions that are received by the deadline and will forward responses to all persons who are on record as receiving the Proposal package. Questions received after the due date will not be responded to unless the Town determines it is necessary.

Architect's, please allow enough time for hand delivery or facsimile transmissions.

#### *Proposal modifications or withdrawals*

Qualifications may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Administrator. After the submission deadline, qualifications may not be changed. Minor mistakes may be waived by the Town.

#### *Premature opening of a Proposal*

The Town will not be responsible for the premature opening of any qualifications not properly identified. The Town may reject qualifications which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

*Unexpected closure of delays*

If, at the time of the scheduled proposal submission deadline, the building is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, or other the deadline will be postponed until 11:00 A.M. on the next normal business day. Qualifications will be accepted until that date and time.

*Late submissions*

The Town assumes no responsibility for late submissions due to mail, courier, or delivery.  
LATE QUALIFICATIONS WILL NOT BE CONSIDERED.

*Rejection of qualifications*

The Qualifications must satisfy all the requirements of the RFQ, in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the qualifications unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Architect's. A proposal may be rejected if the Architect:

- Fails to adhere to one or more of the provisions established in the RFQ;
- Fails to submit its proposal by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its proposal to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its proposal;
- Fails to provide material information; or
- Qualifications that are incomplete, not properly endorsed, or signed.

The Town reserves the right to reject any and all qualifications as determined to be in the best interests of the Town and to waive minor informalities.

*General and special provisions*

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.

The Architect shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B)

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Architect may receive or award as a result of this contract.

Services provided by the Architect shall be rendered through a professional services contract; the Architect will not be considered an employee of the Town and will not receive any benefits of an employee.

The Architect shall comply with Massachusetts General Laws, Chapter 66A if the Architect becomes a "holder" of "personal data". The Architect shall also protect the physical security and restrict any access to personal or other Town data in the Architect's possession or used by the Architect in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment, or systems.

Ownership of Documents: All qualifications, materials, drawings, plans, etc. shall become the property of the Town and may not be disposed of without notification and shall be considered public information.

The Architect selected shall be expected to comply with all applicable federal and state laws in the performance of services.

By execution of a contract with the Town of Middleton, the Architect acknowledges that the Town of Middleton is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions to be in compliance at all times with the obligations of the contractor based on said statute.

*Contract terms and conditions*

The contract is anticipated to be executed by the date indicated under Procurement Schedule for this Proposal. The Owner reserves the right to change, delay, cancel, or expedite the contract execution date. The selected Architect is required to furnish all bonds and certificate of insurances required under the contract, in a form acceptable to the Owner prior to the execution date.

The Owners Standard Contract is incorporated herein as Attachment A. Bidders are expected to review the sample contract. Unless otherwise noted in this RFQ, the terms and conditions contained therein are NOT negotiable.

**Attachments**

- Attachment A – Agreement between Owner and Architect
- Attachment B – Certification of Good Faith
- Attachment C – Certificate of State Tax Compliance
- Attachment D – Example Clerk’s Certificate

**ATTACHMENT A**

**AIA B133-2019 AGREEMENT  
BETWEEN OWNER AND  
ARCHITECT**

**and**

**SUPPLEMENTARY  
CONDITIONS**

## SUPPLEMENTARY CONDITIONS

to

### AIA B133-2019 AGREEMENT BETWEEN OWNER AND ARCHITECT

#### ARTICLE 1 – INITIAL INFORMATION

Edit the following sections:

1.1.5 *Indicate agreement type*

AIA Document A133-2019 will be the agreement type used for the Construction Manager.

1.1.6 *List number and type of bid/procurement packages.*

Three procurement packages anticipated:

- 1) Early Release: Site, Utilities and Roadway work
- 2) Long Lead Equipment such as HVAC.
- 3) Bid Set

1.1.7 *Identify Owner's Sustainable Objective for the Project;*

Energy Star Certified – Score of 75 min, intend to achieve higher.

1.1.7.1 *Document E234-2019 Sustainable project exhibit will be incorporated into the agreement.*

1.1.8 *Owner identifies the following representative:*

Owner Project Manager

PCA360

303 Congress Street, Suite 502

Boston, MA 02210

(617)723-5056

1.1.10 *Identify consultants and contracts to be retained by the Owner:*

- 1) Construction Manager – TBD
- 2) Land Surveyor – by Architect
- 3) Geotechnical Engineer – by Architect
- 4) Civil Engineer – by Architect
- 5) Other Consultants – Commissioning Agent - TBD

1.1.12.1 *Identify consultants and contracts to be retained by the Owner:*

- 1) Structural Engineer – by Architect
- 2) Mechanical Engineer – by Architect
- 3) Electrical Engineer – by Architect

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- 4) Plumbing Engineer – by Architect
- 5) Fire Protection Engineer – by Architect
- 6) Code Consultant – by Architect
- 7) Landscape Architect – by Architect
- 8) Cost Estimator – by Architect
- 9) Interior Architect – by Architect
- 10) Telecommunications / Data Architect – by Architect
- 11) Furniture Consultant – by Architect
- 12) Environmental Consultant – by Architect
- 13) Other Consultants as deemed necessary by Architect

## **ARTICLE 2 – ARCHITECTS RESPONSIBILITIES-**

### **2.6: INSURANCE**

Edit the following sections:

- 2.6.1 *Indicate insurance amounts*  
\$1M for each occurrence; \$2M in the aggregate
- 2.6.2 *Indicate insurance amounts*  
\$2M per accident
- 2.6.5 *Indicate insurance amounts*  
\$1M for each accident; \$1M for each employee; \$2M policy limit
- 2.6.6 *Indicate insurance amounts*  
\$1M per claim; \$2M in the aggregate

Add the following sections:

- 2.6.9 The **ARCHITECT** shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data is turned over to the **OWNER**.
- 2.6.10 The **ARCHITECT** shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract.
- 2.6.11 All insurance coverage shall be in force from the time of the Agreement to the date when all work designed under the contract is completed and accepted by the **OWNER**. Since this insurance is normally written on a year-to-year basis, the **ARCHITECT** shall notify the **OWNER** should coverage become unavailable or if its policy should change.

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2.6.12 Certificates and any and all renewals substantiating that required insurance coverage be in effect shall be delivered at the time of the execution of the Agreement and filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **OWNER** atleast fifteen days prior to the intended effective date thereof, which date should beexpressed in said notice.

## **ARTICLE 4 – SUPPLEMENTAL AND ADDITIONAL SERVICES**

### **4.1: Supplemental Services**

Edit the table 4.1.1:

<b>Supplemental Services</b>	<b>Responsibility</b>
§4.1.1.1 Assistance with Selection of Construction Manager	Owner
§4.1.1.2 Programing	Architect
§4.1.1.3 Multiple Preliminary Designs	Architect
§4.1.1.4 Measured Drawings	Architect
§4.1.1.5 Existing facilities surveys	Architect
§4.1.1.6 Site evaluation and planning	Architect
§4.1.1.7 Building Information Model management responsibilities	Architect
§4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§4.1.1.9 Civil Engineering	Architect
§4.1.1.10 Landscape Design	Architect
§4.1.1.11 Architectural Interior Design	Architect
§4.1.1.12 Value analysis /life cycle cost evaluation	Architect
§4.1.1.13 Cost estimating	Architect
§4.1.1.14 On-site project representation (clerk of the works)	Not Provided
§4.1.1.15 Conformed documents for construction	Architect
§4.1.1.16 As-designed record drawings	Architect
§4.1.1.17 As-constructed record drawings	Not Provided
§4.1.1.18 Post-occupancy evaluation	Not Provided
§4.1.1.19 Facility support services	Not Provided
§4.1.1.20 Tenant-related services	Not Provided
§4.1.1.21 Architect's coordination of the Owner's consultants	Owner
§4.1.1.22 Telecommunication / data design	Architect
§4.1.1.23 Security design	Architect

§4.1.1.24	Commissioning	Owner
§4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Architect
§4.1.1.26	Historic Preservation	Not Provided
§4.1.1.27	Furniture, furnishings, and equipment design & bidding	Architect
§4.1.1.28	Other services provided by specialty consultants - TBD	Architect
§4.1.1.29	Other Supplemental Services - Survey, borings, environmental	Architect

Edit the following sections:

4.1.2.1 *Describe in detail the Architects supplemental services*  
 See RFS “Scope of Work”

4.1.2.2 *Describe in detail supplemental service as the Owner’s responsibility:*  
 Commissioning Agent by Owner, Architects team to provide support to their efforts during the design and construction phase.

## **ARTICLE 11: PAYMENT**

Delete Subsection 11.10.1 entirely on Initial Payments

Edit Subsection 11.10.2.1 to include “amounts unpaid after 90 days to be subject to 5% annual interest rate”

Add Subsection 11.10.2.4:

Pursuant to M.G.L., c. 7, § 38H, paragraph (j), **ARCHITECT** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **ARCHITECT** in the preparation of the bid documents, as reasonably determined by **OWNER**.

Add Subsection 11.10.2.5

The approval of any invoice by the **OWNER**, any payment by the **OWNER** to the **ARCHITECT**, any use of the **ARCHITECT'S** work or any part thereof by the **OWNER**, or any correction of the **ARCHITECT'S** defective work by the **OWNER** shall not constitute the **OWNER'S** acceptance of the **ARCHITECT'S** work which is not in accordance with the terms of this Agreement, nor shall it constitute a release of the **ARCHITECT'S** obligation to perform the Project in strict compliance with all terms of this Agreement.

## **ARTICLE 12: SPECIAL TERMS AND CONDITIONS**

**Add the following:**

### **12.1 NOTICE**

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

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The Town of Middleton: Andrew J. Sheehan, Town Administrator  
Town of Middleton  
48 South Main Street  
Middleton, MA 01949

Notices to the Town of Middleton must be sent to BOTH in order for it to be effective.

The **ARCHITECT**: Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_

## **12.2 INDEMNIFICATION**

The **ARCHITECT** shall indemnify, defend, and save harmless the **OWNER**, and all of its or their members officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of the negligence of the **ARCHITECT** in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement, whether by itself or its employees or subcontractors, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Agreement. The foregoing provisions shall not be deemed released, waived or modified in any respect by reason of any surety or insurance provided by the **ARCHITECT** under the Agreement.

## **12.3 ASBESTOS REMOVAL**

Without in any way limiting the **ARCHITECT**'s liability for any other negligent performance or failure to perform professional services, the **ARCHITECT** shall incur no liability for claims arising out of the performance of or failure to perform professional services related to asbestos, except that the **ARCHITECT** shall promptly notify the **OWNER** of any asbestos the **ARCHITECT** observes that may affect the **PROJECT**. The **ARCHITECT** shall include in the contract documents specific provisions requiring the contractor to include the time required for the asbestos abatement work in the **PROJECT** schedule, to organize its own work in such a way that it will not conflict with concurrent asbestos abatement work, and to coordinate all of the work at the site (including the asbestos abatement work), so as to minimize disruption and delay. The **ARCHITECT** shall enforce the foregoing requirements, utilizing such authority as it may have under the contract documents. The **ARCHITECT** shall confer with the asbestos abatement consultant to ascertain that similar and consistent requirements are being included in contract documents prepared by the consultant. The **ARCHITECT** shall also be responsible for providing to any asbestos abatement engineer and any asbestos abatement contractor, contract documents and plans which precisely indicate the scope of the renovations and additions to the building. The **OWNER** hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the **ARCHITECT**, his principals, employees, agents and consultants if such claim in any way would involve the

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**ARCHITECT**'s services for remedial work related to asbestos in the **PROJECT** unless otherwise agreed to in writing.

#### **12.4 SUBCONTRACTING OF WORK**

The **ARCHITECT** shall not subcontract any of the work, which it is required to perform under this Contract to any corporation, entity or person without the prior approval of the **OWNER**.

#### **12.5 GOVERNING LAW**

The **ARCHITECT** shall perform the work required under this contract in conformity with requirements and standards of the **OWNER** and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

#### **12.6 CONSENT TO VENUE**

The **ARCHITECT** agrees that it shall commence and litigate all actions or proceedings arising in connection with this Agreement exclusively in the **Salem** District Court or in the **Essex** Superior Court, both of which are located in the County of Essex, Commonwealth of Massachusetts. The a forementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of the **ARCHITECT** commencing or prosecuting any litigation against the **OWNER**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial. Prior to entering into any agreement with a subcontractor, the **ARCHITECT** shall require the subcontractor to agree to be subject to the terms of this Article.

#### **12.7 RECORDS, DISCLOSURE STATEMENTS, ACCOUNTING CONTROLS, AUDITS**

The **ARCHITECT** shall maintain complete, accurate, and detailed records of all time devoted to the **PROJECT** by the **ARCHITECT** and each consultant or subcontractor employed by the **ARCHITECT**. The **OWNER** may at all reasonable times audit such records. On contracts where the total design fees exceed \$10,000 or which are for the design of a building for which the budgeted or estimated construction cost exceeds \$100,000, the **ARCHITECT** shall comply with M.G.L., c. 30, § 39R, which requires the **ARCHITECT** to:

- 1) 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**. [M.G.L. c. 30, § 39R(b)(1)-(2)].
- 2) Until the expiration of six (6) years after final payment, the **OWNER** and any other public official authorized by law, shall have the right to examine any books, documents, papers or records of the **ARCHITECT** or of its consultants and subcontractors that directly pertain to, and involve transactions relating to, the **ARCHITECT** or its consultants and subcontractors. [M.G.L. c. 30, § 39R(b)(1)-(2);

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- 3) If the **ARCHITECT** shall make any change in its method of maintaining records that would materially affect any statements filed by the **ARCHITECT** with the **OWNER**, the **ARCHITECT** shall forthwith deliver to the **OWNER** a written description of such change, the effective date thereof, and the reasons, therefore. The **ARCHITECT** shall submit with such description a letter from the **ARCHITECT'S** independent certified public accountant approving or otherwise commenting on the change. [M.G.L. c. 30, § 39R(b)(3)] The **ARCHITECT** hereby represents that there have been no such changes to date that have not been so reported to the **OWNER**.
- 4) 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: (1) transactions are executed in accordance with management's general and specific authorization; (2) 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; (3) access to assets is permitted only in accordance with management's general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
- 5) The **ARCHITECT** shall also file with the **OWNER** a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of management in response to this section are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) 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 applicant's financial statements. [M.G.L. c. 30, §39R(c)]. The **ARCHITECT** warrants and represents that **ARCHITECT** has filed a statement of management on internal accounting controls as set forth in this section prior to the execution hereof. [M.G.L. c. 7, §38H(e)(iv)]
- 6) The **ARCHITECT** shall annually file with the Commissioner of DCAM during the term of this Contract a financial statement prepared by an independent certified public accountant 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. [M.G.L. c. 30, §39R(d)] The **ARCHITECT** represents that it has filed prior to the execution hereof and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in this section. [M.G.L. c. 7, §38H(e)(iv)]
- 7) Records and statements required to be made, kept or filed under the provisions of this Article shall not be public records as defined in M.G.L. c. 4, § 7 and shall not be open to public inspection; provided, however, that such records and

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statements shall be made available pursuant to the provisions of section 21.2 above.

## **12.8 ARCHITECT'S CONTRACT SUPPLEMENTARY DATA**

No changes are to be made to this Article at any time during the life of this contract without prior written notification to the **OWNER** and when required, receipt of written approval by the **OWNER**.

**ARCHITECT'S Beneficial Owners.** By signing this Contract, the **ARCHITECT** certifies under the penalties of perjury that the following named entities and individuals are the legal and beneficial owners of the **ARCHITECT** as of the date of the execution hereof [M.G.L. c. 7, §38E(a)] (attach additional sheets if necessary):

CORPORATION: (Names of Officers and Shareholders of Corporation, including their titles)

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PARTNERSHIP: (Names of all Partners):

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INDIVIDUAL (Name of Owner):

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**Professional Registrations.** By signing this Contract, the individual executing this Contract on behalf of the **ARCHITECT** certifies under the penalties of perjury that the following named individuals are registered by the Commonwealth as Architects, landscape Architects, or engineers pursuant to the provisions of General Laws Chapter 112, §§ 60A -60O and further that;

- i) if the **ARCHITECT** is an individual the **ARCHITECT** is the individual named below,
- ii) if the **ARCHITECT** is a partnership, the majority of all the partners are persons who are registered Architects, landscape Architects, or engineers,
- iii) if the **ARCHITECT** is a corporation, sole proprietorship or 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 registered in the discipline required for the

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Project, or iv) if the **ARCHITECT** is a joint venture, each joint venturer satisfies the requirements of the preceding clauses if – iii as the case may be. [M.G.L. c. 7, §38E(a)(a)]

<u>Name</u>	<u>Title</u>	<u>Mass. Registration</u>

NOTE: The above information must be completed to comply with the provisions of M.G.L. c. 7, §38A 1/2. Programmers and construction managers are not required to be registered under §38A 1/2.]

**ARCHITECT** warrants that the Massachusetts registered principal of the **ARCHITECT** Responsible for the project is:

Name

### **12.9 CERTIFICATIONS REQUIRED BYLAW**

**Resume on File with ARCHITECT Selection Board.** By signing this Contract, the **ARCHITECT** certifies under the penalties of perjury that in accordance with the provisions of M.G.L. c. 29, § 29A (4) a resume of the **ARCHITECT** has been filed with the **ARCHITECT** Selection Board.

**No Inducements.** By signing this Contract, the **ARCHITECT** certifies under the penalties of perjury that the **ARCHITECT** 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 the Contract for design services; 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**; and no person, corporation or other entity, other than a bona fide full-time employee

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of the **ARCHITECT** has been retained or hired by the **ARCHITECT** to solicit for or in any way assist the **ARCHITECT** in obtaining the Contract for design services upon an Contract or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the **ARCHITECT**. [M.G.L. c. 7, §. 38H(e)(i)-(iii)]

**Existing Government Contracts.** By signing this Contract, the **ARCHITECT** certifies under the penalties of perjury that the following is a listing of all other existing contracts or income derived by **ARCHITECT** from the Commonwealth or any political subdivision thereof or public authority therein, from the Federal Government or any agency thereof, and from the **OWNER** or any governmental source for services rendered. [M.G.L. c. 7, § 38E(a)(v)]:

Contract Description & Awarding Authority	Present Status % Design/Construction	Fee Received	Total Fee Anticipated
-------------------------------------------	--------------------------------------	--------------	-----------------------

**Annual Reports: Corporate Filings.** By signing this Contract, the **ARCHITECT** Certifies under the penalties of perjury that, if the **ARCHITECT** is a corporation, the Corporation has filed with the State of Secretary all certificates and annual reports required by M.G.L c. 156B, §109 (Business Corporation), by M.G.L c. 181, §4 (Foreign Corporation), or by M.G.L. c. 180, §26A (Non-Profit Corporation).

**Debarment: Suspension.** By signing this Contract, the **ARCHITECT** certifies under the penalties of perjury that the **ARCHITECT** is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions under any Commonwealth law or regulation, including but not limited to M.G.L. c. 29, § 29F and M.G.L. c. 152, § 25C and that it is not currently debarred or suspended by the Federal Government under any federal law or regulation.

## **12.10 BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the **OWNER** and the **ARCHITECT** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **OWNER** and the **ARCHITECT**. Neither the **OWNER** nor the **ARCHITECT** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

## **12.11. INDEPENDENT CONTRACTOR**

All of the services to be performed under the terms of this Agreement will be rendered by the **ARCHITECT** as an independent contractor. None of the terms of this Agreement shall create a principal-agent, master-servant or employer-employee relationship between the **OWNER** and the **ARCHITECT**.

## **12.12 CONFLICT OF INTEREST**

By execution of this Agreement with the **OWNER**, the **ARCHITECT** acknowledges that the **OWNER** is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **ARCHITECT** based on said statute.

## **12.13 CONFIDENTIALITY**

The **ARCHITECT** shall comply with Massachusetts General Law Chapter 66A if the **ARCHITECT** becomes a "holder" of "personal data". The **ARCHITECT** shall also protect the physical security and restrict any access to personal or other Town data in the **ARCHITECT'S** possession or used by the **ARCHITECT** in the performance of this Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

## **12.14. COMPLIANCE WITH TAX LAWS**

Pursuant to M.G.L., c. 62C, §49A, By execution of this Agreement with the **OWNER**, the **ARCHITECT** certifies under the pains and penalties of perjury, to the best of the undersigned's knowledge and belief, that the **ARCHITECT** is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

END SUPPLEMENTARY CONDITIONS

**ATTACHMENT B**  
**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

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Print Name

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Signature

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Title/Authority

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Date

**ATTACHMENT C**  
**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors and withholding and remitting child support.

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(Date)

---

(Signature of individual submitting bid or proposal)

---

(Printed name of person signing RFQ)

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(Name of Business)

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(Business Address)

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(Business Phone Number)

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Federal Tax ID # or Social Security #

**ATTACHMENT D**  
**EXAMPLE CLERK'S CERTIFICATE**

Action of Shareholders Written Consent  
(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

Clerk of Corporation SEAL