

Town of Westford, MA  
Request for Qualifications (RFQ) for  
Design Services for the  
J.V. Fletcher Library

## **I. GENERAL OVERVIEW**

### **Project Description**

The J.V. Fletcher Library Trustees, through the Library Facility Needs Committee, seek design services from a qualified design professional, architect or a firm employing the same, to develop a feasibility study, drawings and other documents illustrating alternative schemes for meeting Library Project Goals, including an assessment of existing building conditions, the presentation of three to four options to renovate and potentially add to the existing building (if such funding is available), as well as presentation of two alternative sites for potential new construction. Design documents and drawings must show compliance with program elements, MBLC guidelines, applicable building and zoning codes, environmental and conservation requirements, and include provisions for required permits and variances. Refer to Attachment E for a list of required deliverables.

### **Project Background**

Library service in Westford dates back to 1797, when the Westford Social Library was created to provide books via \$2.00 subscriptions to readers. In 1854, the Social Library was gifted to the Town, with the first Annual Report published in 1859. In 1871, the Library collection filled a “commodious room” in the new Town Hall, with the result that the Agricultural Library was gifted to the Town in 1873 (both original collections remain). In 1895, upon the Town securing a lot on the triangular Town Common, native son Jonathan Varnum Fletcher donated \$14,000 to erect a public library, an amount which the Town matched with an additional \$5,000. Designed by H. M. Francis of Fitchburg, the J. V. Fletcher Library was built in a Classical Revival style by William C. Edwards of Westford, Contractor. The original Souvenir Dedication booklet describes the original building, and the original 1895 blueprints still exist.

As library needs and services have increased, a number of physical improvements have been made to the original 1895 structure. A basement renovation provided a new Children’s Area in 1963. In 1969, an L.S.C.A.-funded renovation/addition expanded the library to include a new Children’s wing built onto the rear of the library and increased shelving in the stack room via a mezzanine level (which was in the original building plans). In 1979, to address the lack of A.D.A. compliance, the Library received an L.S.T.A.-funded Bookmobile to provide service around Westford’s 31+ square miles. In 1988, the 9,500 square foot library was enlarged to 22,500 square feet with the addition of two wings, renovation of the original Victorian core, an elevator and expanded parking. The Library received a reimbursement award for this renovation addition in the first distribution of the Massachusetts Public Library Construction Grant funding.

In 2001, the Library Trustees awarded a Space Re-Allocation Study to Gienapp Associates to study the possibility of relocating the Children's Area to allot more space to young users. In this same year, the construction bond was paid off as well. In 2006, the Library was tied into the municipal sewage treatment plant – thus allowing for more use of the current lot, which had previously supported both a septic system and future overflow area. From 2007 through 2011, the Library underwent a Friends-, Capital- and Trustee-funded Library Beautification Project. This multi-year improvement project provided new paint and carpet, re-finished, re-upholstered and replaced furniture, and included re-arrangement of spaces to maximize the again-full square footage. During this time, the library added over one-half mile of new shelving, and replaced almost all of the 1988 addition's furnishings.

The J. V. Fletcher Library is located on Main Street on the Town Common adjacent to the Town's original colonial church, residential areas, and the town offices. A parking lot is located to the rear and is accessible from Main Street. The Main Street and parking lot entrances lead over 750 people per day into the approximately 22,500 square-foot building, circulating just under 1,200 items per day for 314 service days per year.

In May 2015, the Board of Selectmen and Library Trustees hired Daedalus Projects Inc of Boston, MA to act on behalf of the town as Owner's Project Manager (OPM).

There is a full Library Program document available online which describes in detail Westford's community history, and demographics, as well as the library's collections and borrowing patterns. The building program discusses existing conditions, how physical factors inhibit service goals, and planning activities. This document also includes area descriptions and measurements of an expanded library. The complete document is available at:

[http://www.westfordlibrary.org/pages/JVFletcherLibrary\\_21century/LBP-latest.pdf](http://www.westfordlibrary.org/pages/JVFletcherLibrary_21century/LBP-latest.pdf)

All of the above information is available for viewing at the J.V. Fletcher Library, 50 Main Street, Westford, MA 01886. It is anticipated that respondents will use the information provided as the starting point for the proposed architectural design.

## II. SCOPE OF SERVICES

The Scope of Design Service for the project is as defined below.

### PHASE 1

#### Task 1: Feasibility Study

The Architect will develop a feasibility study consisting of drawings and other documents illustrating alternative schemes for meeting each of the project's goals in accordance with MBLC grant submission guidelines. The first step shall be an assessment of existing building conditions. The study shall then include three to four options to renovate and add to the existing building. In addition, the Architect shall evaluate two alternative sites for potential new construction. Design documents and drawings must show compliance with program elements, MBLC guidelines, applicable building and zoning codes, environmental and conservation requirements, and include provisions for required permits and variances. Refer to Attachment E for a list of required deliverables.

The architect shall consult with, either in-house or by subcontract: structural engineers; mechanical, electrical, and plumbing engineers; civil and traffic engineers; landscape architects; interior designers; and a cost estimator. Personnel or firms to be used must be indicated in the proposal. Where in-house personnel will be used, the proposal should so specify and applicable credentials provided in the response to this RFQ.

Design consideration shall be given to alternative energy and energy conservation design and storm water collection and distribution systems. At the completion of the Feasibility Study process, the Architect shall prepare a cost estimate, which shall be reconciled with a parallel estimate to be prepared by the OPM.

Proposers should provide one (1) signed original response and nine (9) copies as well as an electronic (PDF) copy on a labeled thumb drive.

## III. GENERAL REQUIREMENTS

### A. Schedule

The following is a preliminary schedule noting target dates for phases and tasks to be completed. This schedule will be refined based on the results of Phase 1 work and project requirements:

Aug, 2015	Execute design services contract; commence design work.
Aug – Jan	Feasibility Study
Jan-May, 2016	Assist with MBLC grant preparation (2 meetings)

**B. Contract Requirements**

Please see the attached standard contract, Attachment F, which will serve as the basis of agreement between the Library Board of Trustees and the Awarded Architect.

**C. Minority Business Enterprise/Women Business Enterprise Requirements**

Pursuant to the Construction Reform Law, Chapter 193 of the Acts of 2004, and the revisions it made to M.G.L. c. 23A, §44 and M.G.L. c. 7, §40N, the Town of Westford will incorporate Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) guidelines into all design and construction contracts which are State funded. The Design Services will require full compliance with all Regulations and guidelines when issued from the State Office of Supplier Diversity and incorporated by the Awarding Authority. Pursuant to Executive Orders 524 and 526 the percentage goal for M/WBE participation in the project shall be 17.9%.

**D. Fee**

The Town shall negotiate a fee with the awarded Architect, not to exceed \$67,500 for all services provided pursuant to this RFQ and the contract. This fee shall include agreed upon reimbursable and out of pocket costs.

**IV. SUBMISSION REQUIREMENTS**

**A. Submission Timetable**

Submissions in the form specified below shall be clearly labeled “Proposal for Westford Library Design Services” and addressed to:

Town of Westford / J.V. Fletcher Library Board of Trustees  
c/o Ellen Rainville, Library Director  
50 Main Street  
Westford, MA 01886

Proposals must be submitted in a sealed package to the above address no later than **2:00 pm on Wednesday, July 8 2015**, when they will be opened and registered by the Library Director, in the presence of witnesses. No faxed or emailed submissions will be considered. Please submit one (1) signed original bid and nine (9) copies as well as an electronic (PDF) copy on a labeled thumb drive.

Interviews with selected firms will take place on Wednesday evening August 5, 2015.

Information contained in the proposal shall be incorporated into and become part of the contractual obligations in the event that the applicant is selected.

Neither the Town of Westford, nor the Library Facility Needs Committee shall be liable for any costs incurred by proposers in preparing, submitting, or presenting proposals, or in satisfying and demonstrating requirements.

A proposal may be withdrawn by written request prior to the deadline for submission. Modifications may be submitted prior to the deadline in writing.

**B. Form of Submittal**

The submitted proposal must correspond to the format and required content listed in the chart below. Firms are required to clearly tab proposals in order to increase the fairness and efficiency of the review process. Responses that do not meet the required format may be rejected outright, or may be subject to a lower rating when evaluated. Please also note the suggested lengths of each section – excessively large proposals with unnecessary extra content are discouraged.

Tab	Section	Topics to be Included
A	<p>The current Massachusetts Designer Selection Board <a href="#">"Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction."</a> (Attachment A)</p>	<ul style="list-style-type: none"> <li>• The Application Form may be amended to include additional information on a project-specific basis.</li> <li>• For the three most applicable library projects, detail on the Application for Design Services Form: the budget for the project, the final construction cost estimate, the design fee, and the actual construction cost, including Bid amount and all Change Orders.</li> </ul>
B	<p><b>Previous Project Experience</b></p> <p>1 to 2 page introduction</p> <p>Chart or list should be as brief as possible to cover the material</p> <p>Some pictures of projects are expected, and you may highlight 1 or 2 projects with extra text, but do not include excessive amounts of material in this section.</p>	<ul style="list-style-type: none"> <li>• Begin this section with a one to two page text overview of your recent project history, and include mention of your on-time and on-budget record, and describe any experience your firm has with sustainable building methods and LEED certification. Also describe your firm’s thorough knowledge of the MA State Building Code, Americans with Disabilities Act (ADA), MA Architectural Barriers/Handicapped Access Standards, MA public construction laws and all other pertinent codes and regulations pertaining to Library buildings (local, state and federal). Familiarity and experience with public projects constructed under MGL Chapter 149.</li> <li>• Previous library projects are of most interest to the committee – however, non-library projects can be used to illustrate the firm’s work if they</li> </ul>

		<p>are of similar size and scope.</p> <ul style="list-style-type: none"> <li>• Make a chart of projects of similar size and scope completed in the past 10 yrs. Include any and all library projects which your firm has been involved with at the top of the chart</li> </ul> <p>Information provided in the chart about each project should include:</p> <ol style="list-style-type: none"> <li>a. Name and location</li> <li>b. Building Use</li> <li>c. Client</li> <li>d. Completion date</li> <li>e. Dollar value of total project (approx.)</li> <li>f. Dollar value of construction (approx.)</li> <li>g. New construction or renovation or both</li> <li>h. Size in GSF, w/ size of renovation vs. new</li> <li>i. Historic and public aspects if applicable</li> </ol> <ul style="list-style-type: none"> <li>• Experience with a minimum of three (3) libraries is a requirement.</li> <li>• Experience with a minimum of three (3) historical renovations is a requirement.</li> </ul>
<p><b>C</b></p>	<p><b>References</b></p> <p>1 to 2 pages</p>	<ul style="list-style-type: none"> <li>• A minimum of two current project references to be provided for each project listed in the section above.</li> <li>• Contact names and telephone numbers for at least five previous, similar projects, preferably all library projects if possible.</li> <li>• The Town shall have express permission to contact, either in person, by phone, or by correspondence, the references listed.</li> <li>• Please note any awards or other recognition awarded to your firm.</li> </ul>
<p><b>D</b></p>	<p><b>Project Approach</b></p> <p>Limit to 2 to 4 pages</p>	<ul style="list-style-type: none"> <li>• Describe your firm’s approach to design assignments, and why you are different from other architecture firms.</li> <li>• Discuss your methods of communicating with your clients throughout a project.</li> </ul>

		<ul style="list-style-type: none"> <li>• Provide three examples of instances when your firm’s experience and knowledge helped a client to achieve a goal or avoid a large problem.</li> <li>• Describe any IT or other tools used to increase effectiveness which will be used on this project.</li> <li>• Describe any other resources that might distinguish your firm and recommended consultant team for this project relative to the Scope of Work outlined above.</li> </ul>
E	<p><b>Proposed Staffing</b></p> <p>No more than 2 pages per person, and no more than 2 pages for general material per consultant firm</p>	<ul style="list-style-type: none"> <li>• Describe the proposed project organization, describing levels of involvement and responsibility for specific individuals. An organizational chart should be used. (Note that the identified primary contact(s) shall not be changed during the engagement without permission of the Library Facility Needs Committee.)</li> <li>• Introduce in-house team members assigned to this project, with sufficient information about their skills, LEED accreditations and professional licenses, including resumes.</li> <li>• If cost estimates will be prepared in-house, credentials of estimator(s) must be detailed.</li> <li>• Provide credentials and qualifications of suggested third party consultants, with specific reference to personnel who will work on the project including information about their experience and professional licenses</li> <li>• Owner retains the right to recommend changes to the team prior to award</li> </ul>
F	<p><b>Schedule</b></p> <p>1 page</p>	<ul style="list-style-type: none"> <li>• Provide an initial schedule for the project. Note any suggested changes from the schedule included in the RFQ, and explain your reasons for the changes.</li> </ul>
G	<p><b>Firm Stability and Capacity</b></p>	<ul style="list-style-type: none"> <li>• Describe the firm’s history and ownership</li> </ul>

	1 to 2 pages plus any financial documents	<ul style="list-style-type: none"> <li>• Include a copy of the most recent audited financial statements or other alternate evidence (including a credit rating report) sufficient to demonstrate the firm's financial stability.</li> <li>• Divulge any past financial problems that were made public, such as bankruptcy filings</li> <li>• Describe your firm's work load at this time and your ability to undertake and commit to this project</li> </ul>
H	<b>Required Forms</b>	<ul style="list-style-type: none"> <li>• Affidavit and Notary Form (Attachment B)</li> <li>• Certificate of Non-Collusion (Attachment C)</li> <li>• Certificate of Tax Compliance (Attachment D)</li> <li>• Certificate of Insurance showing evidence of Professional Liability Insurance in the amount of \$1,000,000 minimum from an insurance company licensed to do business in the Commonwealth of Massachusetts</li> </ul>

**V. SELECTION CRITERIA**

**A. Threshold Criteria**

In order for proposals to be considered, they must comply with the submission requirements in Section IV.A & B above.

**B. Evaluation Criteria**

The Westford Library Facility Needs Committee (LFNC) will evaluate proposals and assign ratings based on the information provided in response to this RFQ. The LFNC will contact references and may request additional information or a clarification of any responses.

**Proposals shall be rated by the committee members and then ranked using on the following criteria, based on information included in the required Submission Package:**

1. **Design Excellence** - Ability to demonstrate a high degree of qualifications and experience in performance of services on projects of a similar nature, and to demonstrate design excellence in similarly built projects in regard to aesthetic quality, building organization, appropriate materials and details, and the relationship of building to the site.

2. **Library Experience** - Experience and past successful performance in Library Projects.
3. **Public Sector Experience** - Thorough knowledge of the Massachusetts State Building Code, Americans with Disabilities Act (ADA), Commonwealth of Massachusetts Architectural Barriers/Handicapped Access Standards, Massachusetts public construction laws and all other pertinent codes and regulations pertaining to Library buildings (local, state and federal). Familiarity and experience of firm with public bidding, including bid challenges, history of previous and successful experiences with construction administration of projects constructed under MGL Chapter 149.
4. **Schedule and Budget** - History of projects that maintained the client's budget and schedule and demonstration of the capacity to complete this project in the stated timeframe.
5. **Design Responsiveness** - Past examples of the Architect's ability to translate a project's program into a design that enhances the site and addresses the community's concept of the design goals. Architect's experience with energy conservation and environmentally sensitive design will be evaluated.
6. **Team Work and Approach** - Ability to work with the OPM, contractors, subcontractors, consultants, library staff, municipal officials, state officials, and committee members, and ability to provide relevant information and facilitate decisions and actions with the goal of advancing the progress of the Project on a timely basis. **Any special qualities about your firm's approach to design and construction that is superior to competitors.**
7. **Capacity to Perform** - The qualifications, professional registrations and educational backgrounds of those assigned to the project, including past relevant experience in all phases of this design and construction work. Capacity to complete the job on schedule, including: firm size, appropriate and available staffing, CADD equipment, financial stability of firm, and other major project commitments.
8. **References** - Evaluation of current references for similar projects. Provide a minimum of two current contacts per project,
9. **Historic structures** - Previous successful experience in working with historic buildings.
10. **Sustainable Design** - Previous successful experience in design beyond code required energy efficiencies and sustainable design features.

## **VI. RULE OF THE AWARD**

The LFNC may make such further investigations as it deems necessary and the proposer shall furnish to the town all such information and data for this purpose as the town requests.

All proposals must comply with the submission requirements of Section IV (A) and (B) or will not be considered further. The proposals will then be reviewed and rated by the members of the LFNC against the Evaluation Criteria in Section V (B).

Based on overall rank, the LFNC shall select at least three finalists, if enough qualified applicants are available. Finalists will be required to appear for an interview to clarify portions of their proposal and how such proposal meets the goals of the Project within the evaluation criteria, provided that all finalists are afforded an equal opportunity to do so.

It is strongly recommended that any key personnel who will be assigned to the project, including the Principal-In-Charge, Project Manager and Project Designer be available to participate in the interview. The day to day contact for the project shall lead the presentation.

The Committee shall then rank the finalists based upon evaluation criteria and any adjustments to the evaluation criteria ratings resulting from the interview and transmit the list of ranked finalists to the Board of Library Trustees,. 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 Board of Library Trustees will make the final selection and will enter into contract negotiations with the selected proposer. If the Town is not able to reach an agreement with the proposer with respect to scope of services, or for any other reason, the town may select and begin negotiations with the next highest ranked proposer.

The Board of Selectmen and Library Trustees may at its sole discretion reject proposals which are incomplete, conditional, obscure or not responsive or which contain elements not outlined in the RFQ, erasures not properly initialed, alterations or similar irregularities. The town's judgment as to what shall be considered to be a minor irregularity shall be final. The Board of Selectmen and Library Trustees reserve the right to waive any informality or to reject any or all proposals or to make the award deemed in its own discretion to be in the best interest of the Town of Westford, Massachusetts.

## VII. FURTHER INFORMATION

All questions regarding this RFQ should be addressed to: Alicia Monks of Daedalus Projects, Inc. at (617) 451-2717 or via email at Amonks@dpi-boston.com. Any substantive changes or additional information released regarding this RFQ shall be made via addendum to all potential proposers who have provided the Library Director, Ellen Rainville, with current contact information including the name and address of the interested firm or individual, a valid e-mail address, and phone number.

1. The Town of Westford reserves the right to reject any or all proposals or any parts thereof or to solicit new proposals and to award contracts as it deems in the best interest of the Town.
2. All proposals must be unconditional and will become the property of the Town of Westford.
3. The selected proposer shall be expected to comply with all applicable state and federal laws in the performance of services.
4. All plans, schematic proposals, various design alternatives, specifications, and other documents resulting from this contract shall become the property of the Town of Westford.
5. The selection of the successful proposer shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin. Women and minority owned businesses are encouraged to apply.
6. The Town may, at its discretion, choose to continue with the selected designer to the succeeding phases of the project, once funding and approvals are in place to move to the next phase.

Proposers shall examine all information and materials contained in and with this RFQ and Standard Contract - failure to do so is at the proposer's risk. All procedures involved in this RFQ process shall be consistent with the Town of Westford's Designer Selection Procedures.

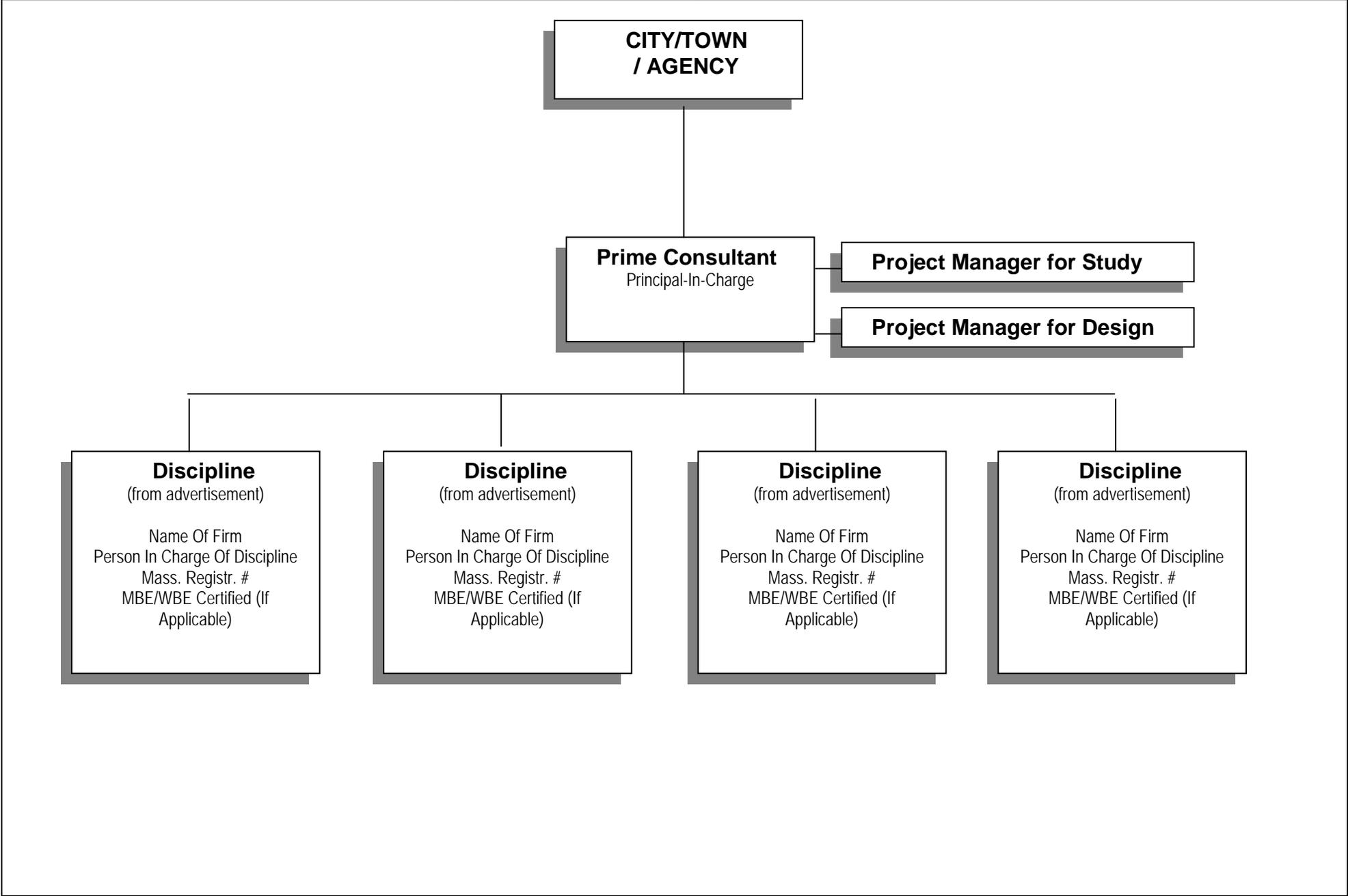
# **Attachment A**

## **STANDARD DESIGNER APPLICATION FORM**

*THIS MUST BE SIGNED AND INCLUDED  
WITH THE PROPOSAL*



6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

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

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

Sub-Consultant Name:

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

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

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

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

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

**Be Specific – No Boiler Plate**

11. Professional Liability Insurance:

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

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

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

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

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

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

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

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)

# Attachment B

## AFFIDAVIT AND NOTARY

*THIS MUST BE SIGNED AND INCLUDED  
WITH THE PROPOSAL*

The undersigned, \_\_\_\_\_ hereby certifies that he/she  
(type or print name)

is a principal of \_\_\_\_\_  
(company name)

and that all answers and all statements contained herein are true and correct and that I am familiar with the Massachusetts State Building Code and also Massachusetts General Laws, Chapter 149, Section 44A-44H, Section 44M, and Chapter 30, Section 39M. I also certify that undersigned is an Authorized Signatory of the Firm.

Signed and sworn under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: (signature): \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title or Position: \_\_\_\_\_  
Name of firm: \_\_\_\_\_

\_\_\_\_\_ -- \_\_\_\_\_SS.  
(STATE) (COUNTY)

BEFORE ME, \_\_\_\_\_, PERSONALLY APPEARED THE  
(NOTARY PUBLIC)

ABOVE- NAMED, \_\_\_\_\_, AND ACKNOWLEDGED THAT  
(NAME OF OFFICER)

HE/SHE IS AUTHORIZED TO EXECUTE THE FOREGOING AND THAT ITS EXECUTION IS HIS/HER'S FREE ACT AND DEED AND THE FREE ACT AND DEED OF THE FIRM.

\_\_\_\_\_  
(NOTARY PUBLIC SIGNATURE)

\_\_\_\_\_ MY COMMISION EXPIRES:

\_\_\_\_\_  
(PRINT NAME)

## Attachment C

### CERTIFICATE OF NON-COLLUSION

*THIS MUST BE SIGNED AND INCLUDED  
WITH THE PROPOSAL*

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

\_\_\_\_\_  
Signature of Principal Submitting Proposal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Principal Submitting Proposal

\_\_\_\_\_  
Name of Business

## **Attachment D**

# **CERTIFICATE OF TAX COMPLIANCE**

*THIS MUST BE SIGNED AND INCLUDED  
WITH THE PROPOSAL*

An authorized representative of the firm shall sign the following statement:

I hereby certify under the penalties of perjury that the respondent named herein has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

# **Attachment E**

## **DELIVERABLES**

1. Schematic drawings and plans prepared by a Massachusetts registered architect, and bearing his or her stamp including:
  - a. Floor plan with a complete furnishing and equipment layout
  - b. Elevations as appropriate
  - c. Tabulation of square footages called for in the library building program statement and comparison to the square footages shown on the architectural plans
  - d. Tabulations of the number of books, magazines and audio-visual materials called for in the library building program in comparison to the square footages shown on the architectural plans.
  - e. Tabulations of the number of seats and staff work spaces called for in the library building program in comparison to the square footages shown on the architectural plans.
2. An outline specification, including narratives, that are developed to an appropriate level in order to estimate the project at a schematic level. (The architect shall include a narrative defining the MEP Systems; fire suppression and protection, and Structural design used for the purpose of cost estimating. Landscape architect and interior design shall be materially defined for the purpose of cost estimating.)
- 3.
4. A brief analysis of the alternate sites that were studied.
5. Preliminary project budget, prepared independently by an experienced professional cost estimator, based on the site plan, building plans and construction budget.
6. Site plan prepared by a Massachusetts registered architect with parking, grading, building location and designation of utilities (1" = 40 feet or larger).
7. Geotechnical survey, including soil boring and perc tests (as appropriate) certified by a licensed professional providing a thorough subsurface soil analysis to document the appropriateness of the site for construction and existing special conditions.
8. A stamped topographic land survey, completed within 15 years of the application, delineating boundary lines for the entire site to be included in the library project.
9. Map showing existing and, if different, selected future library site.
10. Pictures of the site and building.

# Attachment F

**AGREEMENT**  
**TOWN OF WESTFORD, MA**  
**J.V. Fletcher Board of Library Trustees**  
**Contract for Designer Services for the J.V. Fletcher Library**

**PROJECT TITLE: J.V. Fletcher Library**

**PROJECT TYPE: Design Services**

This AGREEMENT is made under seal the \_\_\_ day of \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_, between the Town of \_\_\_\_\_, Massachusetts, by its \_\_\_\_\_, the AWARDING AUTHORITY, and \_\_\_\_\_, with an address of \_\_\_\_\_ acting as PROJECT ARCHITECT (the DESIGNER).

The scope of services is set forth in Attachment A.

## **ARTICLE 1: DEFINITION OF TERMS**

- 1.1 GENERAL LAWS -- the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.
- 1.2 DESIGNER -- the individual or firm performing professional services under this AGREEMENT.
- 1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in ARTICLE 16.
- 1.4 NOTICE TO PROCEED -- written communication from the Awarding Authority, constituting an essential condition of this AGREEMENT, authorizing the Designer to perform services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost. Proceeding with various phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.
- 1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.6 CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project, including all change orders.

- 1.7 TOTAL CONSTRUCTION COST -- the sum of the actual construction contract award price and each authorized change order revising the construction contract award price. The construction contract award price shall be the same as the construction price of the lowest responsible and eligible bidder.
- 1.8 AWARDING AUTHORITY -- The board, commission, agency or department of the Town having authority to award design and construction contracts in connection with the Project.
- 1.9 PROJECT -- the building project for which designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).

## **ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS**

- 2.1 The Designer shall not employ additional consultants not named in the proposal(s) nor sublet, assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval and written consent of the Awarding Authority. The Awarding Authority shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.
- 2.2 Except as otherwise provided in this AGREEMENT or authorized by the Awarding Authority, the Designer shall employ within the basic fee for this project the following consultants where their specific services are required: Architect, Structural Engineer, Civil Engineer, Sanitary Engineer, Mechanical Engineer, Landscape Architect, Cost Estimator, and Electrical Engineer, and any other consultant specifically listed in the proposal. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.
- 2.3 When the Designer receives payment from the Awarding Authority, the Designer shall promptly make payment to each consultant whose work was included in the work for which payment was made by the Town. The Awarding Authority shall have the contractual right, but not the obligation, to require corrective measures necessary for the best interests of the Town.

## **ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS**

- 3.1 The Awarding Authority shall furnish to the Designer available surveys of the project building site, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.

- 3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior written authorization of the Awarding Authority.
- 3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.
- 3.4 If a consultant's services estimated to cost more than \$25,000 are required, including the services of a qualified testing laboratory functioning under the jurisdiction of both a Massachusetts registered Engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and approved by the Awarding Authority. Consultant fee proposals shall be received by the Designer and accompanied with recommendations of approval submitted to the Awarding Authority before any work is authorized. Such consultants shall carry adequate Liability Insurance. When a consultant's services are estimated to cost \$25,000 or less, the Designer shall use established standard rates for such services.
- 3.5 Drawings and/or specifications needed to obtain survey or subsoil information, and any other soils engineering shall be prepared by the Designer as part of the basic fee. The Designer shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.
- 3.6 The Awarding Authority will compensate and reimburse the Designer as provided in ARTICLE 9 for the cost of consultant services performed under this Article. For responsibility, coordination inspection, analysis and evaluation of consultant services retained under this ARTICLE, the Designer shall similarly be compensated as provided by ARTICLE 9.

#### **ARTICLE 4: COMPLIANCE WITH LAWS**

- 4.1 The Designer shall perform the work required under this AGREEMENT in conformity with all requirements and standards of the Awarding Authority, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government. The Construction Documents shall comply with all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders. The Designer, including all approved consultants and subcontractors, shall comply with all applicable provisions of the rules and regulations of the President's Committee on Equal Employment Opportunity and

Procedures promulgated by the Governor of Massachusetts or his designees, insuring equal opportunity for employees and minority and women-owned business enterprises.

## **ARTICLE 5: PROFESSIONAL RESPONSIBILITY**

- 5.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this AGREEMENT.

The Designer shall commence work under this AGREEMENT upon written notice to proceed issued by the Awarding Authority in conformance with the provisions of Section 1.4 of this AGREEMENT. The Designer shall complete the services required under this AGREEMENT in a prompt and continuous manner, and to meet such time limits as are established during the course of the AGREEMENT and stated in each Notice to Proceed. If the completion of the scope of work is delayed through no fault of the Designer, the time limit may be extended upon written approval of the Awarding Authority.

- 5.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking and reviewing by the Awarding Authority will not be necessary. Any changes, corrections, additions or deletions made by the Awarding Authority shall be incorporated in the design of the Project unless detailed objections thereto are received from the Designer and approved by the Awarding Authority.

- 5.3 The designer shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.

- 5.4 Neither the Awarding Authority's review, approval or acceptance of, nor payment for any of the services furnished shall be construed to operate as a waiver of any rights under the AGREEMENT or any cause of action arising out of the performance of the AGREEMENT.

## **ARTICLE 6: DESIGNER SERVICES**

- 6.1 TYPE 1 CONTRACT: STUDIES, PROGRAMS, MASTER PLANS, REPORTS

1. The terms, scope and requirements of the RFQ regarding the scope of services and deliverables are incorporated herein via reference. Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the

Designer shall meet as necessary within the Awarding Authority and shall prepare and submit programs, preliminary reports, master plans, studies, sketches, space utilization criteria and estimates in accordance with the Scope of Services set forth in the RFQ Section II Task 1 and Attachment E – Deliverables. Monthly progress reports shall be submitted by the Designer to the Awarding Authority. The Designer shall prepare and submit concept sketches of various design ideas to determine a workable plan solution in terms of the programs, funds available, and as complete an overall design concept as possible, including cost estimates. The Designer shall furnish to the Awarding Authority eight (8) copies of the report for final approval on or before the date set forth in the Notice to Proceed or any supplement thereto.

#### **ARTICLE 7: DESIGNER'S BASIC FEE**

- 7.1 For the performance of all services required under the terms of this AGREEMENT and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with the lump sum fee for this project. The fee is a lump sum of \$\_\_\_\_\_.
- 7.2 If there is a material change in the scope of services provided in this agreement, the Designer and the Awarding Authority will mutually agree to an adjustment in the Designer's Basic Fee. Delay of one year or more by the Awarding Authority plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services.
- 7.3 The basic fee shall be paid to the Designer in accordance with Attachment B to this agreement. Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

#### **ARTICLE 8: ADDITIONAL COMPENSATION**

1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority, and preparation of change orders related thereto; (2) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (3) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (4) providing services after final payment to the contractor; (5) revising working plans and

specifications submitted in their final and complete form for which bids were not received within six months after submission; (6) making studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (7) preparing operating and maintenance manuals; (8) assisting the Awarding Authority in litigation arising out of the construction contract; and (9) performing any other professional services not otherwise required under this Contract.

2. For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Awarding Authority at the rates set forth in Attachment B.

### **ARTICLE 9: REIMBURSEMENT**

- 9.1 The Designer shall be reimbursed by the Awarding Authority:(a) at one and one tenth (1.1) times the actual cost to the Designer of consultants hired to obtain any data in accordance with ARTICLE 3 above, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services have been approved by the Awarding Authority or its designee, which may approve a lump sum fee; (b) at one and one tenth (1.1) times the actual cost to the Designer of special consultants not specified in ARTICLE 2, and approved by the Awarding Authority or its designee, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Awarding Authority or its designee, which may approve a lump sum fee; (c) any other specially authorized reimbursement, including special printing; and (d) for all printing and reproduction costs.

### **ARTICLE 10: DESIGN FEES AND CHANGE ORDERS**

- 10.1 The Designer shall be compensated in accordance with the rates specified in ARTICLE 8 for the services of its employees or any consultant listed in ARTICLE 2 for services associated with changes and change orders described in ARTICLE 8. The Designer shall not be compensated for any services involved in preparing change orders required to make unit price adjustments due to existing conditions. Changes for which the Designer receives no compensation under this ARTICLE shall be "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not limit the Town's legal remedies regarding such changes.

Any services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the Construction Documents or other errors or omissions of the Designer, or which result from existing conditions encountered in the building which should have been anticipated by the Designer based on reasonable investigation of said

building as required herein, shall not qualify as additional services and shall be performed within the scope of Basic Services.

- 10.2 Payments for modifications or change orders to the Designer shall be made upon completion of the Designer's work under such modifications or change orders.

#### **ARTICLE 11: TERMINATION, NO AWARD**

- 11.1 By written notice to the Designer, the Awarding Authority may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, shall be paid to the Designer by the Awarding Authority. Such payment shall not exceed the fair value of the work, as the Awarding Authority shall determine.
- 11.2 By written notice to the Awarding Authority, the Designer may terminate this contract (1) if the Awarding Authority, within sixty (60) days following written notice from the Designer of any default by the Awarding Authority under the AGREEMENT, shall have failed to remove such default or (2) if, after the Designer shall have performed all services required of the Designer in Phase 1, Phase 2, or Phase 3 of the Project, if applicable, at least six (6) months shall have lapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the AGREEMENT up to and including the date of termination shall be paid to the Designer by the Awarding Authority.

#### **ARTICLE 12: RELEASE AND DISCHARGE**

- 12.1 The acceptance by the Designer of the last payment for services paid under the provisions of ARTICLES 11 and 12 in the event of contract termination shall in each instance operate as and be a release to the Awarding Authority, and every member or agent thereof, from all claims and liability to the Designer for payment on account of services performed or reimbursable expenses incurred under this AGREEMENT, except for those written claims submitted by the Designer to the Awarding Authority with the last payment requisition.

#### **ARTICLE 13: NOTICES, APPROVALS, INVOICES**

- 13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Awarding Authority to the Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.

- 13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.
- 13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned to the Designer. No invoice, however, shall be required to be submitted or processed when the net amount due is less than \$100.00.
- 13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services.
- 13.5 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 13.6 Requests for previously authorized expenses of any nature must be accompanied by a billing or receipt from the source of the expense.

#### **ARTICLE 14: INSURANCE**

- 14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this AGREEMENT in a minimum amount of \$1,000,000.
- 14.2 The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.
- Since this insurance is normally written on a year-to-year basis, the Designer shall notify the Awarding Authority should coverage become unavailable.
- 14.3 The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad public liability insurance to protect against damage or injury to persons or property.
- 14.4 The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.
- 14.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of

insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Awarding Authority at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Designer shall indemnify, defend, and hold the Awarding Authority harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses arising out of the Designer's breach of the Agreement or the negligence or misconduct of the Designer or the Designer's agents or employees.

14.6 Upon request of the Designer, the Awarding Authority reserves the right to modify any conditions of this Article.

#### **ARTICLE 15: SUPPLEMENTAL CONTRACT DATA; LEGAL REQUIREMENTS**

15.1 The Designer hereby certifies:

- (i) if an individual, the individual is a registered architect;
- (ii) if a partnership, a majority of all the partners are persons who are registered architects;
- (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, and the person to have the project in his or her charge is a registered architect;
- (iv) if a joint venture, each joint venture satisfies the requirements of this section.  
(Statutory reference: M.G.L. c.7C, §44)

15.2 The Designer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement.  
(Statutory reference: M.G.L. c.7C, §51)

15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory reference: M.G.L. c.7C, §51)

15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or

other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Designer. (Statutory reference: M.G.L. c.7C §51)

15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the

Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7C, §51)

15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with the following:

1. The Designer shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer.
2. Until the expiration of six years after final payment, the Awarding Authority, the office of the inspector general and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.
3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority, including in the Designer's description the date of the change and reasons therefore, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.
4. The Designer has filed a statement of management on internal accounting controls as set forth in Paragraph (6) below prior to the execution of this Agreement.
5. The Designer has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in subparagraph 15.6.8 below.
6. The Designer shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that:
  - (a) transactions are executed in accordance with management's general and specific authorization;

- (b) transactions are recorded as necessary:
    - 1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and
    - 2. to maintain accountability for assets;
  - (c) access to assets is permitted only in accordance with management's general or specific authorization; and
  - (d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.
7. The Designer shall also file annually with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
- (a) whether the representations of management in response to this paragraph and paragraph 15.6.6(b) above are consistent with the result of management's evaluation of the System of internal accounting controls; and
  - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.
8. The Designer shall annually file with the Awarding Authority during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by accountant's report.
9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 15.6 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 15.6.2. (Statutory reference: M.G.L. c.30, §39R)

15.7 The Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7C, §51)

15.8 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, §44M)

15.9The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (Statutory reference: M.G.L. c.62C, §49A)

**For agreements not in excess of \$100,000, Section 15.5 and subsections 15.6.3 – 15.6.8 do not apply.**

#### **ARTICLE 16: MISCELLANEOUS PROVISIONS**

16.1 One (1) reproducible copy of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Designer's rights under this AGREEMENT.

16.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.

16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer, and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.

16.4 The Designer agrees that the Awarding Authority and any of its officer or employee assume no personal liability under this Agreement.

16.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

16.6 In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

**SIGNATURES**

**IN WITNESS WHEREOF**, on the day and year hereinabove first written, the Designer has caused this agreement to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized to do so, and the \_\_\_\_\_ has signed this agreement on behalf of the Awarding Authority.

Accepted by Designer

Accepted by Awarding Authority

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Name:

Title: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

Town Counsel

524353/WSFD/0299