

TOWN OF NORWELL

CONTRACT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

Awarding Authority: Town of Norwell

Project Title/Project Location: Town Hall Renovation - 345 Main Street, Norwell, MA 02061

Designer: TBD

Authorized Representative of the Town: Peter Morin, Town Administrator

This Contract, effective as of the _____ day of _____ 2021 by and between the Town of Norwell, a municipal corporation with a principal place of business at 345 Main Street, Norwell, Massachusetts 02061, acting by and through its Board of Selectmen (the “Town” or “Awarding Authority”) and _____, a corporation with a principal place of business at _____

_____ (the “Designer”) for Design Services in connection with the **Norwell Town Hall Renovation** (the “Project”).

The Designer is authorized to perform the services required by this Contract through the Feasibility Study, Schematic Design, Design Development, Construction Documents, Bidding & Award, Construction Administration, Close Out and Warranty Phases (also known as Construction Period Services).

List Key Consultants:

	Name of Firm	Name of Principal
Civil Engineering / Landscape		
Environmental / Hazardous Materials		
Structural Engineering		
Building Systems (MEP)		
Low Voltage (AV / IT / Security)		
Code		
Cost Estimating		
Specifications Consultant		
Other - LIST		
Other - LIST		

Attachments:

- A-1: Corporate Vote or Other Evidence of Authority
- A-2: Truth in Negotiations Certificate
- A-3: Scope of Services
- A-4: Designer's Personnel Assigned to Project
- A-5: Certified Billing Rates of Designer's Personnel
- A-6: Reimbursable Expense Estimate
- A-7: Assumptions
- A-8: Schedule
- A-9: CPA Statement of internal accounting controls in place
- A-10: Designer's statement of internal controls in place
- A-11: Certificate of insurance naming the Town of Norwell as additionally insured, as per limits specified in Section 11.
- A-12: W9
- A-13: Certificate of Non-Collusion and Tax Compliance Certification
- A-14: Request for Qualifications
- A-15: Designer's Response to Request for Qualifications

1.0 DEFINITIONS

Applicable Laws: All applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government applicable to this project.

Approval: A signed written communication from the Town to the Designer expressing the Town's approval of submittals, services or documents prepared by the Designer. An Approval shall not relieve the Designer from any of its professional responsibilities under this Contract.

Approved: An item for which an Approval has been issued.

Authorized Representative: The person or organization named as such by the Town in writing, who has the authority to grant Approval on behalf of the Town as required under this Contract. The Norwell Town Administrator is the authorized representative for this Project.

As-Built Drawings: All Drawings, Specifications, Approved shop drawings, catalogue cuts and other items bearing markings or containing information provided by the general contractor to indicate construction details and changes made during the construction period.

Basic Fee: The Designer's Basic Fee specified in Section 5.0 of this Contract.

Basic Services: All services required to be performed by the Designer under this Contract except those for which reimbursement or additional compensation is specified in Sections 6.0 and 7.0.

Construction Contract Documents: The Construction Contract Documents consist of the Owner-Contractor Agreement, Advertisement, Instructions to Bidders, Bidding Documents,

Contract Forms, Conditions of the Contract, Drawings, Plans, Technical Specifications, all addenda issued prior to execution of the Construction Contract, and other documents approved after execution of the Owner-Contractor Agreement relating thereto.

Construction Cost: The cost of constructing the Project inclusive of all designed construction, demolition, and renovation work, all supportive and preparatory construction work required for the Project, all general contractors, subcontractors, suppliers, materials, equipment, general conditions, insurance, overhead and profit and all other allowances. The Construction Cost includes change orders during the construction administration phase of the Project.

Construction Cost Estimate: The written estimate of the Construction Cost of the Project prepared by the Owner's Project Manager at various phases of the Project

Consultant: A subcontractor of the Designer, listed on page 1 of this Contract, together with any additional Consultants engaged by the Designer from time to time, which shall be an individual, company, firm, or business having a direct contractual relationship with the Designer, who provides services on the Project. A Subconsultant is a subcontractor to the Consultant.

Contract Documents: The Contract Documents consist of this Contract, the Request for Qualifications and any Addenda issued prior to the execution of this Contract (collectively, the "RFQ"), the Study, other documents listed in this Contract and Modifications issued after execution of this Contract.

Contract Schedule: A critical path management or Gantt schedule for the activities of the Designer and its Consultants required by this Contract.

Deliverable: Work product of the Designer that is required to be delivered or submitted to the Town pursuant to the terms of this Contract.

Designer: The Designer named on the cover page of this Contract.

Laws: Applicable statutes, acts, rules, regulations, requirements, orders, directions, ordinances, judgments, decrees, and injunctions of or by the United States of America, the Commonwealth of Massachusetts; and any political subdivisions of either of them; and any agency, department, commission, board, bureau, or instrumentality of any of them.

Materials: All reports, drawings, designs, calculations, surveys, inspections, plans, specifications, photographs, images, notes, and other data, material and ideas of the Designer and its Consultants and subcontractors related to the performance of this Contract, including computer programs and other material in electronic media that are produced by the Designer and its Consultants and subcontractors pursuant to this Contract, regardless of whether such Materials were furnished to the Town.

Milestone: An Approval of a completed Deliverable or group of Deliverables, which Approval entitles the Designer to a payment of a portion of its fee for Basic Services as specified in Section 8.0 as modified by the Work Plan.

Modification: A written amendment to this Contract signed by both Parties.

Notice to Proceed: A written communication from the Authorized Representative of the Town directing the Designer to perform services for the particular Phase of the Project as set forth in such communication. The Designer may not proceed with any services pursuant to this Contract absent receipt of a Notice to Proceed.

Owner's Project Manager: A professional consultant or professional construction manager hired by the Town or working for the Town, pursuant to M.G.L. c. 149, § 44A1/2 or otherwise to work with the Designer as the owner's representative on the Project to ensure an optimum project including construction quality, cost control, and schedule control.

Permits: Governmental, quasi-governmental, and other necessary permits and approvals, including the filing of notices or information with governmental or quasigovernmental entities and authorities that are necessary for the implementation of the Project at the site. Without limitation, the term "Permits" shall include permits and approvals from and notices to electrical, water, gas, communications and other utility providers and also permissions and consents from and notices to private parties necessary for the design and construction of the Project, such as an approval or consent of a landlord or other holder of an easement, restriction or other interest in the Project site.

Premises: The property located at 310 Main Street (Rear), Norwell, MA 02061.

Record Drawings: The Drawings prepared by the Designer and its Consultants pursuant to this Contract which incorporate the changes made during the construction period and which incorporate information from the marked-up prints, As-Built Drawings and other data furnished by the general contractor and subcontractors.

Substantial Completion: The term "Substantial Completion" as used in this Contract shall mean the point at which as certified in writing by the Architect, the Project is at a level of completion in strict compliance with this Contract such that the Town or its designee can enjoy beneficial use and can use or operate it in all respects for its intended purpose and only minor items which can be corrected or completed without any material interference with the Owner's use of the Work remain to be corrected or completed. Partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of substantial completion.

Work Plan: An Approved written plan of services that is consistent with the Scope of Work and that meets the requirements of Section 4.0 of this Contract and the RFQ. In the case of any conflict between the terms of the Work Plan and the RFQ, the terms of the Work Plan shall be controlling. The Approved Work Plan shall become a part of this Contract.

2.0 RESPONSIBILITIES OF THE TOWN

2.1. Project Data: The Town shall deliver to the Designer any existing and available plans of the Premises; studies and reports concerning the existing buildings; reports from any borings, test pits, chemical, mechanical or other tests; photographs and information as to water, sewer, electricity, steam, gas, telephone and other services; and data and drawings regarding existing buildings. All items and data provided to the Designer by the Town shall remain the property of the Town. The Designer may use items and data provided by the Town only for the purposes of this Contract, unless the Town shall give the Designer specific written permission for some other use. The Town does not guarantee nor does it make any express or implied warranties concerning the accuracy of any such information furnished to the Designer and the Designer must satisfy itself as to the correctness of data, except in instances where the Town makes specific written exceptions. The Designer shall analyze and evaluate the information provided by the Town.

2.2. Review and Approval of Submittals: The Town shall review certain submittals required by this Contract and shall, without unreasonable delay either: (1) render to the Designer any Approval required by this Contract, or (2) notify the Designer in writing why such Approval is being withheld. The Town shall not unreasonably withhold any Approval, acceptance, or consent required under this Contract. Approval by the Town shall not in any way relieve the Designer from its responsibility for all data, designs, drawings, specifications, area calculations, surveys, cost estimates and other work or materials furnished by the Designer and its Consultants. The Town's review, approval or acceptance of, or payment for, any of the services furnished by the Designer shall not be construed as a waiver of rights under Contract or any cause of action arising out of performance of this Contract.

2.3. Payments to Designer: For satisfactory performance of all of the Designer's obligations under this Contract, the Town shall compensate the Designer in accordance with the provisions of the Sections 5.0 through 8.0 of this Contract.

2.4 Bidding Assistance and Construction Contract Procurement: During the Bidding Assistance phase of the project, the Designer shall provide all bidding phase services from preparing the IFB to recommending bid award. The Designer shall utilize an on-line bidding service, such as BidDocsonline.com, to print bid documents, allow access to electronic bid documents, issue addenda, receive bids and summarize bids.

Designer shall manage the process necessary for the competitive procurement of the Construction Contract and shall conduct the procurement process with the assistance of the Town as provided in Section 4.4 of this Contract.

3.0 DESIGNER'S BASIC SERVICES – GENERAL

3.1 General: The Designer shall perform professional services in accordance with the terms of this Contract, the Contract Documents, the Scope of Services set forth in Attachment A-3 and the provisions of M.G.L. c. 7C, § 15. In the case of conflict between the terms of this Contract and

any of the provisions incorporated herein by reference, the provisions of this Contract shall control. The Designer shall be responsible for the professional accuracy and coordination of all designs, drawings, specifications, and other services and submittals furnished by Designer and by its Consultants in accordance with the standard of care set forth below in Section 3.4. The Basic Fee shall compensate Designer for all of Designer's obligations specified in this Contract except as otherwise specifically provided herein.

3.2 Scope of Services: The services that the Designer shall perform include those services outlined in the Contract Documents, as amended and further defined from time to time by a Modification or upon the Town's direction. The Town may, at any time, amend or limit the Scope of Services as it deems appropriate.

3.3 Performance Schedule: The Designer shall perform its service in accordance with the Contract Schedule developed by the Designer and the Town in accordance with Section 4.1, below. The Designer acknowledges that time is of the essence in the performance of this Contract. The Designer further acknowledges that it has reviewed the Contract Schedule and that it is a reasonable schedule. The Contract Schedule shall only be extended for causes that are beyond the Designer's control, or if mutually agreed by Town and Designer.

3.4 Standard of Care: The Designer and its Consultants shall perform its services in accordance with the highest professional standards of skill, care and diligence. All services shall be performed by qualified personnel competent to adequately perform the services assigned to them and the recommendations, guidance and performance of such personnel shall reflect the standard of due care and professional practice. Because time is of the essence of this Contract, the Designer shall staff his or her office with sufficient personnel to complete the Work required by this Contract in a continuous and expeditious manner, and shall meet the approved schedule and submittal dates established during the course of this Contract.

3.5 Professional and Technical Accuracy: The Designer shall be responsible for the professional and technical accuracy and the coordination of all studies, reports, designs, drawings, specifications and other work furnished by the Designer and its Consultants.

3.6 Compliance with Laws and Contract Documents: The Designer's work and services performed hereunder shall conform to the standards set forth in this Contract, the Contract Documents and to all applicable Laws. It is the responsibility of the Designer that the Project be conducted, and that all Services and other work performed by the Designer hereunder be performed so as to comply with all applicable Laws and any permit conditions as to which the Designer has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Designer agrees to comply with (1) all regulations pertaining to approvals for local, federal and state grants, and with all local, federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (2) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

3.7 Brands/Description of Materials and Manufacturers/Producers: The Designer shall thoroughly acquaint his or her employees and Consultants with the provisions of M.G.L. c.30,

§39M, which provides, in part “[f]or each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said name or described materials.” The Designer shall ensure all plans and other work product comply with the law regarding proprietary items, and shall notify the Town when they believe items should be specified on a proprietary basis.

3.8 Designer to Evaluate Town Information and Data: The Designer shall analyze and evaluate the information furnished by the Town pursuant to this Contract.

3.9 Staffing; Personnel Changes: The Designer’s personnel who shall provide services under this Contract are those listed in the Designer’s response to the RFQ for Designer Services and in Attachment A-4. No changes or additions may be made to Designer’s personnel without Approval by the Town. The Designer shall provide sufficient competent personnel to complete the services required by this Contract in a continuous and timely manner in accordance with this Contract.

- .1 The Designer may engage Consultants, subject to the prior written approval of the Town in order to perform services under this Contract. If Consultants are engaged, the person responsible for, and in control of, the Consultant services to be provided must be professionally registered or licensed in Massachusetts in the necessary disciplines for the services if such registration or licensing is required under the applicable General Laws. The engagement of Consultants shall not in any way relieve the Designer from its duties and responsibilities for its work, including, without limitation, coordinating all Designer Services furnished under this Contract by the Subconsultants.
- .2 Upon request, the Designer shall provide the Owner with copies of its agreements with Consultants, including any amendments thereto and copies of the Consultant’s applicable certificates of insurance.
- .3 CORI Checks: INTENTIONALLY OMITTED

3.10 Assignment; Contracts with Consultants: Except as specifically provided in this Contract, the Designer shall not employ Consultants, or sublet, assign or transfer any part of its services or obligations under this Contract without the prior Approval by the Town. The Designer may not request Approval for the hiring of a substitute for any Consultant that was part of the team presented in the Designer’s response to the RFQ unless such Consultant has, in the Designer’s opinion, become unable or unwilling to perform its services in a satisfactory manner or unless the Consultant has voluntarily requested in writing to be relieved of its duties as a team member. The Designer shall make the request for substitution in writing and the request shall state with specificity the reasons why the Designer believes that the Consultant has become unable or unwilling to perform its services in a satisfactory manner, or if the Consultant has voluntarily

requested to be relieved of its duties as a team member, the Designer shall include with the request a copy of the Consultant's written request for such relief.

- .1 **Special Consultants:** The Designer shall retain the services of a Qualified Testing Laboratory, special field inspectors, and other special Consultants not referenced in Section 3.9 when required for the Designer's services for the Project. To the extent applicable, the Designer shall comply with the requirements of the Massachusetts Prevailing Wage Law, M.G.L. c. 149, §§26-27D, in the employment of and such special Consultants. The identity of such Consultants shall be approved in advance by the Town, which Approval shall not be withheld unreasonably. When such a special Consultant's services 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 shall be subject to the Approval of the Town. The Designer shall employ such Consultants who have the professional liability insurance coverage described in Sections 11.3 and 11.4 of this Contract. The cost for services of any Approved Special Consultant not listed in Section 3.9 or the RFQ shall be reimbursed as provided in Section 7. For solicitation, inspection, analysis, coordination, and evaluation of such Consultants' services, and for assuming liability therefore, the Designer shall be compensated as provided in Section 7.

3.11 Town's Right to Rescind Approval of Designer's Employee or Consultants: The Town may rescind the Approval of an employee of Designer or a Consultant if such employee or Consultant is deemed by the Town to be incompetent, irresponsible or otherwise unsatisfactory, and the Designer shall remove such Consultant or employee from work on this Contract. If an employee or Consultant is so removed, the Designer shall provide another employee or Consultant with similar credentials and qualifications (including but not limited to MBE/WBE, if applicable) that meets with the Town's Approval. The removal of such Consultant shall not relieve the Designer from its responsibilities for the services of its Consultants and subconsultants under this Contract.

3.12 Consultants Barred from Construction Work: The Designer shall not employ in any element of design, specification, estimating, evaluation or other work under this Contract any person or firm that expects to be a bidder, subcontractor or supplier for the construction of the Project or any part thereof. The Designer shall obtain from every Consultant a written representation that such Consultant is aware that it is prohibited from serving as a bidder, subcontractor, or supplier for the construction of the Project or any part thereof.

3.13 Prompt payment to Consultants: The Designer shall, within fourteen (14) calendar days after receiving payment from the Town, either make payment to each Consultant whose work was included in the work for which such payment was received or notify the Town in writing of the reason why such payment is not being made within such time period.

3.14 Permits: Unless otherwise agreed to in writing, with the exception of the standard building permits customarily obtained by the general contractor or subcontractor, the Designer shall obtain all other permits required to implement Designer's design. The Designer shall obtain the prior Approval of the Town of all permit applications, notices, MAAB variances and accompanying documentation before filing them with the appropriate governmental entity or other party. The Designer shall provide the Town with a certified list of all Permits required to implement the design at the site as soon as possible during design development, shall schedule target dates for the procurement of such Permits, and shall regularly update such list and schedule during the term of this Contract. The Designer shall certify in writing at the time that construction documents (or changes thereto) are submitted to the Town that the Designer has identified all Permits required to implement the Project and that those not identified in writing as being the responsibility of the Town have been identified in the specifications as being the general contractor's responsibility. As part of its Basic Services, the Designer shall attend public hearings in connection with any Permit necessary to obtain such permit. Any Permit application fee shall be considered a Reimbursable Expense to be reimbursed in accordance with the provisions of Section 7.

- .1 **Permits Related to Change Orders**: The Designer shall also provide to the Town a written certification of all Permits required to implement change order work at the site when the Designer submits for approval any change order request to the Town during the construction phase of the Project, whether the change order request was made by the Designer, the Town, or the general contractor.

3.15 Ownership; Intellectual Property Rights:

- .1 The Designer hereby grants to the Town an irrevocable royalty-free license to use for any purpose all Materials which are or may be covered by copyright, patent, or other intellectual property Laws or as to which Designer and its Consultants and subcontractors may assert any rights or establish any claim under any such Laws. The Designer agrees on behalf of itself and its Consultants and subcontractors that the Town shall have unlimited royalty-free rights, for the benefit of the Town any public entity to which the Town may grant the right to share such rights, in any and all Materials, including the right to use the same on any Town or other public entity projects.
- .2 All Materials that are produced by the Designer, its Consultants and subcontractors pursuant to this Contract (regardless of whether such Materials were furnished to the Town) shall be deemed "work for hire" and become the Town's property. Such Materials may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Designer. The Designer shall not release or disclose to any third party any Materials produced for the Town without

obtaining the Town's prior written consent. At no time shall the Designer release or disclose to any third party any materials, data or other information furnished to the Designer by the Town in connection with the performance of the Designer's Services.

- .3 Upon the expiration or the termination of this Contract for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Designer, its Consultants and subcontractors (whether completed or in process) shall become the property of the Town and the Designer shall immediately deliver or otherwise make available such Materials to the Town.
- .4 The Designer shall incorporate by reference this provision into all contracts with its Consultants and subconsultants with respect to the services provided under this Contract including, but not limited to, architects, engineers, estimators, surveyors, designers, and photographers. The Designer and its Consultants and subconsultants shall not be responsible for changes made in the documents or other items without the Designer's authorization, nor for the Town's use of the documents on projects other than the Project.

3.16 Confidentiality: The Designer shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

3.17 Corrections by the Town: The Designer shall furnish appropriate competent professional services for each of the phases of the Project to the point where excessive or detail checking or reviewing by the Town is not necessary. Any changes, corrections, additions, or deletions made by the Town shall be incorporated into the design of the Project unless specific written objections thereto are made by the Designer and Approved by the Town. The decision of the Town shall be final in matters pertaining to this section, but the Designer shall not be responsible for any such decision by the Town that is inconsistent with generally accepted standards of professional practice provided that the Designer advised the Town in writing of the inconsistency at the time the decision was made.

3.18 Design Within the Construction Budget:

- .1 The Designer shall prepare cost estimates for the Project. The cost estimates shall be considered Basic Services and the Designer is not eligible for any additional compensation for preparing the same. The format for cost estimates shall be in accordance with the requirements of the Town.
- .2 The Designer shall produce a design for the Project meeting the requirements of the scope of work described in the RFQ to be constructed within the Project Construction Budget, provided that the Designer shall

be permitted to recommend to the Owner such adjustments to the Project's design, as the Designer reasonably believes may be required to adhere to the Project Construction Budget. In the event the Designer's cost estimate for the Project (as reconciled in accordance with the provisions of this Contract) exceeds the Project Construction Budget, the Owner may require the Designer to revise the design, drawings and specifications to keep the cost estimate for the Project within the Project Construction Budget. The Designer shall not be entitled to extra compensation for making such revisions to contain costs within the Project Construction Budget.

4.0 PROSECUTION AND PROGRESS OF BASIC SERVICES

4.1 Preliminary Services

- .1 Initial Meeting:** After executing this Contract, the Designer, its key personnel, and such key Consultants as may be designated by the Town shall attend an administrative conference with the Town for the purpose of making introductions, exchanging contact information, clarifying relationships, communication protocols, arriving at a mutual understanding of the requirements of the Project and reviewing billing procedures. The Designer shall compile and distribute a job directory which includes all names, addresses, phone and fax numbers, and e-mail addresses of the representatives of the Designer and the Designer's Subconsultants. This shall be distributed upon commencement of the services, and shall be updated and redistributed as project participants and/or contact information change.

- .2 Preparation of Work Plan:** Upon execution of this Contract the Designer, working with the Town, shall submit a draft work plan for the Designer's Services pursuant to this Contract including anticipated tasks and submittals. The proposed work plan shall comply with the requirements of this Contract and the Town's goals, as described in the RFQ. The Designer shall submit the proposed work plan to the Town within one (1) week of the date of the execution of this Contract. The proposed work plan shall:
 - .1** define and identify the tasks and Deliverables required to be provided by the Designer as part of Basic Services;
 - .2** specify the sequences in which these tasks and Deliverables must be performed, prepared and submitted;
 - .3** contain a Contract Schedule;

- .4 include allowances of time for the Town’s review and for the review and Approval of Deliverables;
 - .5 specify the Milestones at which Approvals are required before any succeeding work is permitted to be performed by the Designer; and
 - .6 specify method and sequence of payment for services rendered.
- .3 When approved by the Town, the proposed work plan shall become the Work Plan and shall constitute a part of this Contract. In case of any conflict between the Scope of Work and the Work Plan, the terms of the Work Plan shall be controlling. Approval by the Town of the Work Plan shall constitute the Notice to Proceed with next phase of Basic Services.

4.2 Submittals: All document submissions shall be in the form of neatly bound printed material, and delivered to the location or locations as indicated by the Town. One or more document submission components may be submitted in an approved electronic format, subject to specific authorization by the Town.

- .1 Electronic Submittals: In addition to all other submittals called for by this Section 4 and elsewhere in the Contract, including but not limited to hard copies and reproducibles of all submittals, the Designer shall submit one (1) electronic copy on compact disks or some other approved format for all required submissions of Deliverables called for by this Contract (“Electronic Submittals”). All Electronic Submittals shall be deemed to be Materials that are subject to all provisions of Section 11.
- .2 The Electronic Submittals shall be provided on CD or flash drive electronic format or some other approved format as approved by the Town 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 Owner. Electronic file naming convention shall be acceptable to the Town. Also provide PDF versions of these documents.
 - (b) All other documents shall be provided on Microsoft Word, Excel, Project, or PowerPoint, as applicable to the particular submittal. Also provide PDF versions of these documents.
 - (c) All submissions shall be labeled identifying project name and number, file name, drawing title, software and release, and layer investigation.

(d) The Town reserves the right to require the Designer 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 Town, provided that if such requirement demands that the Designer purchase new software or train existing employees for the application of media or software such costs shall be a Reimbursable Expense.

(e) The Designer's compliance with the terms of this Section shall be performed as part of the Basic Services under the Contract, and the Designer 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 Designer 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 excluded from the definition of Electronic Submittals; if the Town requests the Designer to create such a Model, the parties shall execute a separate agreement and Designer shall receive Extra Services for its creation.

- .3 Hard Copies: Two full-size sets and two half-size sets of drawings and three bound sets of the project manual, including specifications shall be provided for each submittal.

4.3 Feasibility Study Phase: (Set Fee for Study: _\$ _____)

The Designer's services shall consist of a feasibility study relating to the proposed renovation/expansion of the existing building, such study to make use of prior studies conducted by the Town:

- .1 The Designer shall provide a minimum of _____ () conceptual design approaches for the new building or renovation/addition. Feasibility Study submittals shall be provided pursuant to Section 4.2 and shall be subject to the written Approval of the Town.
- .2 The Designer shall prepare an architectural feasibility study for proposed new construction or a renovation/addition to the existing facility. The study shall include conceptual architectural plans, engineering studies as needed, cost estimates and project schedules and work plans.
- .3 The Designer shall present a written recommendation with supporting documents and explain the Feasibility Study to the Town. The Town will select a "Preferred Option" that will be developed through the Schematic Design phase.

- .4 The Designer shall prepare presentation materials of the “Preferred Option” as may be required for submission to the Building Committee / Working Group.
- .5 The Designer shall meet with the Town at least every other week during this Phase.

4.4 Schematic Design Phase Services (15% of Basic Design Fee)

NOTE: A description of Designer’s Services for this, and all subsequent phases, may be found in this Contract and in Attachment A-3 to this Contract (Scope of Services). In the event of a conflict, the terms of this Contract shall prevail.

- .1 Upon receipt of a Notice to Proceed with the Schematic Design Phase, the Designer and its Consultants shall meet regularly and as necessary with agents of the Town. Designer shall update and refine the Contract Schedule to include appropriate milestones for the Schematic Design Phase, and shall submit, on or before the date specified in the Contract Schedule all schematic design documents required by 4.4.2.
- .2 Upon selection by the Town of the preferred alternative, the Designer shall develop the preferred alternative to a full schematic design level. Designer shall provide the following schematic design level documentation, which shall include and incorporate the Town’s comments:
 - .1 drawings, concept sketches, and specifications;
 - .2 a building code analysis; historical analysis (if applicable)
 - .3 an environmental assessment, if needed;
 - .4 a preliminary 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 pursuant to M.G.L. c. 149, § 44M and c. 7C, § 29;
 - .5 a summary of applicable public utility incentive programs as determined by the Town and a plan for implementation or inclusion of incentives;
 - .6 an analysis of the design’s compliance with the Americans with Disabilities Act/Massachusetts Architectural Access Board requirements, if applicable;
 - .7 [intentionally omitted]

- .8 a detailed review of the Construction Cost Estimate for the design prepared by the Owner’s Project Manager (OPM) to opine on the same and verify the estimate as accurate and complete; and
 - .9 facilitate “charrette” working group with all project stakeholders to identify potential historical, energy efficiency and sustainability features that can be incorporated into the project.
- .3 Schematic design level documentation shall also include a summary comparing the schematic plans, specifications and OPM’s or Architect’s Estimated Construction Cost of the design to the applicable Feasibility Study estimate and shall explain any deviation therefrom. The Designer shall be aware of the following provisions of M.G.L. c. 7C, § 60 and shall cause its services to comply therewith:
- “No state agency . . . administering a capital facility project shall enter into any contracts for that project . . . or cause to be performed design services for that project . . . if such would result in the completion of a project which cannot be accomplished (a) within the appropriation or authorization for the project or within the project cost limits specified by the appropriation or authorization and (b) without substantial deviation from (i) any study or program which must be prepared in accordance with section 59; or (ii) any other pre-design planning document which must be prepared in accordance with any other statute, appropriation or authorization or administrative directive consistent therewith. In no event shall the design work be such as would result in a change in the number of gross square feet to be constructed in the project of more than 10 percent from the number specified in the study, program or other pre-design document referred to [above].”
- .4 Schematic Design Phase drawings, and other submittals shall be subject to the written Approval of the Town. Unless a lesser number is requested by the Town, the Designer shall submit to the Town for approval seven (2) PDF copies of schematic design drawings, specifications, and other submittals plus three (2) full-size, hard copy sets of drawings, and three (2) half-size hard copy sets of drawings.
 - .5 Presentation: Designer shall make a summary presentation to the Board of Selectmen highlighting the key aspects of the Schematic Design submission, if requested by the Town. Presenters should include the Project Manager who will provide an overview of the project goals/program, permitting, historical issues, user concerns, budget and schedule.

4.5 Design Development Phase Services (15% of Basic Design Fee)

- .1 Upon receipt of a Notice to Proceed with the Design Development Phase, the Designer and its Consultants shall meet at least every two weeks, or more frequently as necessary with agents of the Town, shall update and refine items submitted during the Schematic Design Phase, and shall submit, on or before the date specified in the Contract Schedule, and on the basis of the Approved Schematic Design Phase documents:
 - .1 an updated work plan and Project Schedule
 - .2 a list of all Permits and approvals required to implement the design and a schedule of target dates for the procurement of such Permits and approvals, which list and schedule shall be regularly updated during the term of this Contract;
 - .3 information and documentation within the technical expertise of the Designer and its Consultants that is necessary for the Town to file any filings for Permits and approvals that must be filed during the design development phase;
 - .4 complete design development drawings, draft specifications indicating any filed sub-bid sections based on the OPM's or Architect's estimated cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, historical, structural, fire protection, plumbing, HVAC, electrical, ADA/MAAB, historic, product requirements, and other features;
 - .5 quality control documentation demonstrating without limitation coordination of: specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;
 - .6 design development drawings for which the Designer shall submit for a "tentative approval" review to the Town's Building Department;
 - .7 an updated 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 pursuant to M.G.L. c.149, §44M, which are then included in design decision discussions;
 - .8 an updated cost estimate;

- .9 a summary or summaries comparing the design development drawings, specifications and OPM's or Architect's cost estimates, and explaining any deviations in writing;
- .10 [intentionally omitted]
- .11 signage and wayfinding graphically coordinated with the project proponent (user group) and the general building requirements, including, without limitation, all signage and wayfinding required by applicable building codes, cautionary signage, signage relative to exterior parking, loading and building areas, interior directories, department names, hours of operation, room names and numbers, and any signage required for American with Disabilities Act;
- .12 Such drawings, specifications and other design development submittals shall be subject to the written Approval of the Town. Unless a lesser number is requested by the Town, the Designer shall submit to the Town for approval seven (1) PDF copy of design development drawings, specifications and other submittals. Provide two full-size, hard copy sets of drawings and two half-size, hard copy sets of drawings, and three hard copies of specifications.
- .13 Presentation: Designer shall make a presentation to the Board of Selectmen and Council on Aging which highlights the keys aspects of the Design Development submission.

4.6 Construction Documents Phase Services (35% of Basic Design Fee)

- .1 Upon receipt of a Notice to Proceed with the Construction Documents Phase of the Project from the Town, the Designer and its Consultants shall meet at least every two weeks, or more frequently as necessary with agents of the Town, and based on the submittals Approved in the design development phase of the Project, shall update and refine the items previously submitted and shall submit on or before the date and time specified in the Approved Project Schedule:
 - .1 an updated work plan and Project Schedule;
 - .2 complete construction drawings and specifications, certified by the Designer as having satisfied the applicable quality control review, in sufficient detail to permit fixed-price bids in open competition for construction of the Project;
 - .3 an updated environmental assessment, building code analysis, ADA/MAAB analysis, and a certified list of all required testing

and all required Permits/approvals as well as a certification that all applicable local, state and utility officials have been contacted by the Designer regarding each utility connection and that the persons responsible for permits or connection approval has agreed to the systems' use;

- .4 structural and energy calculations, building code analysis, historic analysis, ADA/MAAB analysis, if required;
- .5 signage and wayfinding graphically coordinated with the project proponent (user group) and the general building requirements, including, without limitation, all signage and wayfinding required by applicable building codes, cautionary signage, signage relative to exterior parking, loading and building areas, interior directories, department names, hours of operation, room names and numbers, and any signage required for American with Disabilities Act;
- .6 an updated cost estimate;
- .7 Presentation: Designer shall make a presentation to the Board of Selectmen which highlights the keys aspects of the 95% Construction Document Phase submission, if requested;
- .8 Approval of Drawings and Other Construction Documents: Two sets of the foregoing documents shall be approved, stamped and signed by the Town's building official, the Town's plumbing inspector (as applicable), the Town's electrical inspector (as applicable), and the Town's fire chief respectively;
- .9 Approval of Final Documents: All submittals shall be subject to the written approval of the Town. Unless a lesser number is requested by the Town, the Designer shall furnish to the Town for approval seven (7) sets of the drawings, specifications, OPM's Construction Cost Estimates and other submittals. The Designer shall also furnish electronic media copies of the foregoing drawings and documents if the Town may require. Additionally, provide three (3) full-size, hard copy sets and three (3) half-size, hard copy sets of drawings.
- .10 Approved Final Documents: From the Approved construction drawings and specifications, with such changes as the Town requires, the Designer shall prepare a set of reproducible black and white drawings and original specifications both in electronic format and on high quality white bond paper, single-sided, properly packaged, suitable for reproduction, stamped and signed

by all disciplines, which documents shall become the property of the Town. Other suitable methods may be used with the prior Approval of the Town. One copy of the drawings and specifications shall be submitted with the reproducible drawings and specifications. For projects that will be bid using an on-line bidding service, provide documents in the format that is required by the service.

4.7 Bidding and Procurement Phase Services (5% of Basic Design Fee)

- .1 Upon receipt of a Notice to Proceed with the Bidding Phase of the Project from the Town, the Designer and its Consultants shall perform the following services in accordance with MGL Chapter 149 on or before the date and time specified in the Approved Project Schedule.
- .2 **General:** Designer shall utilize an on-line bidding service to print bid documents, allow access to electronic bid documents, issue addenda, receive bids and summarize bids. The designer shall:
 - .1 prepare the invitation for bid (IFB), advertise and post the IFB in local newspaper, Central Register and COMMBUYS;
 - .2 if applicable, the Designer shall assist the Town with the prequalification of bidders in accordance with M.G.L. c.149, §§44E1/2 and 44D3/4 or M.G.L. c.149A;
 - .3 attend and chair the pre-bid conference if one is scheduled, taking note of all questions asked;
 - .4 prepare all addenda (to include bidders' questions and Designer's responses), subject to the Approval of the Town;
 - .5 answer all relevant questions submitted in writing by means of electronic addenda to the bid documents as required;
 - .6 attend the bid opening (if not performed by on-line service) and conduct a review of the qualifications, including review of DCAMM file, of the three (3) lowest filed sub-bidders and general bidders (and of other bidders if necessary) and shall, within three (3) business days of the respective bid opening dates, advise the Town in writing of the Designer'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;

- .7 assist Town in obtaining bonds, insurance and other documents necessary to execute the contract, return bid deposits and publicize the contract in Central Register; and
 - .8 [intentionally omitted]
- .3 If the Project Construction Budget is exceeded by the lowest bona fide, responsible bid by any amount, the Town shall direct the Designer to review and compare the Project Construction Budget with the bids received to identify the variances. Upon completion of this review and submission of the Designer's report to the Town, the Town shall:
- .1 direct the Designer to revise the Final Design Program, Project scope and quality as required to reduce the estimated construction costs to be within the Project Construction Budget, or
 - .2 give written approval to the Designer of an increase in the Project Construction Budget; or
 - .3 authorize rebidding of the Project within a reasonable time; or
 - .4 terminate this Contract in accordance with Section 9.0 of this Contract; or
 - .5 implement any other mutually accepted alternative that the Owner and the Designer may agree on.

4.8 Construction Administration Phase Services (30% of Basic Design Fee)

- .1 **General** - Consistent with the standard of care and practice stipulated in Section 3.4 above, upon the award of the Construction Contract the Designer and its Consultants shall:
- .1 be charged with general administration of the Construction Contract to the extent set forth herein;
 - .2 furnish the general contractor with information for establishing lines and grades and shall prepare a set of plans and specifications that incorporate all addenda and sketch drawings issued during the bidding process; (Conformed Set)
 - .3 promptly and in accordance with the requirements of the Construction Contract check, obtain testing where necessary, and

- approve samples, schedules, shop drawings and other submissions by the general contractor;
- .4 prepare, maintain and update logs for all submittals and changes to the Construction Contract;
 - .5 provide to the Town a list of all Permits, variances or approvals required to implement change order work at the Project site when the Designer submits for Approval any change order request to the Town during the construction phase of the Project, whether the change order request was made by the Designer, the Town, or the general contractor;
 - .6 visit the site at intervals appropriate to the stage of construction but not less than weekly, and observe the progress of the work, issue written progress reports, and conduct job meetings, and prepare and distribute agendas and meeting minutes to assure that the work is being built in conformance with Approved construction documents;
 - .7 report to the Town weekly in writing on the progress of the work including whether or not the general contractor is keeping as-built drawings updated;
 - .8 on a weekly basis (or more often as may be necessarily), make specific recommendations on rejection of all Project work observed by the Designer that fails to conform to the Construction Contract documents, and review and inspect corrected work;
 - .9 require each Consultant employed in accordance with Section 3 to make weekly visits during the progress of any work that relate to the Consultant's services and to report in writing to the Designer;
 - .10 authorize minor changes in Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Construction Cost or an extension of time. The Designer shall prepare Change Orders and Construction Change Directives for the Town's approval and execution in accordance with the Contract Documents. The Designer shall only be entitled to additional compensation for change orders or construction change directives that are initiated by the Town or that arise due to encountering unanticipated conditions during construction. The Designer will not be entitled to additional compensation related to change orders or construction change directives that arise due to errors, omissions, ambiguities, or conflicts in the Construction Documents. When the Designer is entitled to additional

compensation for design services related to change orders or construction change directives, the Designer's compensation shall be based on the actual labor and expense costs of the additional design work. Designer shall provide timesheets or other documentation to support such requests.

- .11 conduct semi-final and final "punch list" inspections of the Project and report the results of such inspections in writing to the Town. Review and incorporate punch lists generated by the Town of Norwell into the Contractor's punch list. Verify that the work identified in FM's punch list is addressed by the Contractor. Manage the final inspection "punch list" until all items have been completed or otherwise addressed to the satisfaction of the Town.
- .12 [intentionally omitted]
- .13 [intentionally omitted]
- .14 in a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract documents, except as the Town may in writing otherwise determine;
- .15 transmit the Contractor's electronic versions of the Record Drawings, a final cost report, and other required documents to the applicable regulatory agencies; and
- .16 assist the Town in any bid protest hearings, change order appeal hearings requested under M.G.L. c. 30, § 39Q, and any other litigation, except as provided in Section 6.
- .17 Except as otherwise specifically set forth in the Construction Contract documents, the Designer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Construction Contract documents.

- .2 **General Contractor's Requisition for Payment:** The Designer shall submit to the Town in a timely manner all requisitions for payment submitted by the general contractor in the form required by the Town. With respect to each such requisition, the Designer shall certify to the best of its knowledge that the percentage of work included in the requisition is accurate and that the work performed conforms to the Construction Contract documents. In the event the Designer does not approve the requisition exactly as submitted by the general contractor, the Designer

shall forward it for payment to the Town dated and signed with corrections and explanations setting forth the Designer's objections and recommended changes. The Designer shall coordinate the required visits to the construction site so as to enable it to submit to the Town the general contractor's monthly requisition for payment bearing the Authorized Representative's approval or accompanied by the Authorized Representative's letter of exceptions. Timely payments to the contractor are required by M.G.L. c. 30, § 39K; therefore, the Designer shall establish procedures assuring either immediate delivery of the requisition for payment to the Town, and shall process requisitions for payment within two working days after receipt of the same.

- .3 **Review of As-Built Drawings:** Before examining the requisition for final payment submitted to the Town by the general contractor and making any certification in response thereto, the Designer shall obtain from the general contractor As-Built Drawings, including drawings showing the actual installation of the site utilities, envelope repairs and any changes to plumbing, heating, ventilating and electrical work under the Construction Contract, and recording all changes. The Designer shall review and approve the general contractor's As-Built Drawings. Such review shall include, but not be limited to, the Designer ascertaining that changes authorized by change orders, construction change directives and/or Designer-approved minor changes in the work are shown on the general contractor's As-Built Drawings. The Contractor shall revise the applicable original reproducible drawings and electronic media drawings on the basis of the As-Built Drawings and shall submit them through the Architect as Record Drawings electronically along with two (2) sets of prints to the Town; which Record Drawings shall become the property of the Town.
- .4 **Evaluation of General Contractor:** At the conclusion of the Construction Contract the Designer shall assist the Town and/or the Owner's Project Manager in the evaluation of the performance of the general contractor and the filed sub-contractors as required by M.G.L. c.149, §44D or any other law.
- .5 **Copies of Original Design Drawings:** One suitably bound legible copy of all original design drawings including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Town at the conclusion of the Construction Contract.

4.9 Warranty Phase Services

- .1 The Designer and its Consultants shall perform the following services starting at substantial completion and ending three (3) months after the one-year warranty period has ended:
 - .1 conduct pre-final (9 to 10 months after substantial completion) and final “warranty punch list” inspections of the Project and report the results of such inspections in writing to the Town. Manage the final inspection “punch list” until all items have been completed or otherwise addressed to the satisfaction of the Town.
 - .2 provide Additional services during this phase as may be requested by the Town in accordance with Article 6.

5.0 DESIGNER’S BASIC FEE

5.1 For the performance of all services required in this Contract excluding those services specified under Sections 6.0 and 7.0, the Designer shall be compensated by on a Lump Sum basis on each Phase of Basic Services. The total amount of compensation due the Designer for full performance of each Phase of its Basic Services is:

Study Fee:

Feasibility Study Services (Dollar Amount: _\$ _____)

Basic Design Fees:

Schematic Design Phase Services (15%of Basic Design Fee _____)

Design Development Phase Services (15%of Basic Design Fee: _____)

Construction Document Phase Services (35% of Basic Design Fee: _____)

Bidding and Permitting Phase Services (5% of Basic Design Fee: _____)

Construction Period Services (30% of Basic Design Fee: _____)includes Warranty Phase Services

Total: \$ _____

5.2 Manner of Payment: Payment of the Designer’s Basic Fee shall be made in accordance with Section 8.0 as modified by any changes Approved by the Town and included in the Work Plan.

6.0 ADDITIONAL SERVICES

6.1 Additional Services: If there is a substantial change in the Scope of Services in the opinion of the Town, the Designer and the Town will agree to an equitable adjustment in the Designer's Basic Fee. For purposes of this Contract, a "substantial change" in services shall include: (i) a substantial change in the Scope of Services that is not the fault of the Designer; or (ii) a significant increase in the duration of the Project that is not the fault of the Designer. Increases to the Designer's Scope of Services shall be made only by written Amendment to this Contract. Decreases to the Designer's Scope of Services may be made by written directive of the Town to the Designer. Services requested of the Designer by the Town that are not set forth in the Work Plan shall be considered Additional Services for which the Designer shall be entitled to an increase in the Lump Sum Fee. No increase in the Lump Sum Fee shall occur as a result of the performance of Additional Services unless the Town has given advance written approval for such Additional Services and such increase in the Lump Sum Fee. Neither the Designer nor any of its Consultants shall 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 the work products, as reasonably determined by the Town, nor for any services made necessary by the fault or negligence of the Designer or its Consultants. No authorization by the Town for the Designer's performance of Additional Services shall be valid unless it is made in writing and contains a "not to exceed" limit that may not be exceeded without further Approval by the Town.

6.2 With prior Approval of the Town, the Designer shall perform all or any of the following services in addition to the Basic Services:

- .1 revise previously Approved drawings, specifications or other documents to accomplish changes authorized by the Town or required by changes in applicable Laws, and revisions not occasioned by the Designer's errors or omissions;
- .2 [intentionally omitted];
- .3 [intentionally omitted];
- .4 [intentionally omitted];
- .5 provide consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Section 3 as may be required in connection with the replacement of such work;
- .6 provide professional services necessary to evaluate substitutions proposed by the general contractor and, if necessary, prepare subsequent revisions to drawings and other documents resulting therefrom or furnish professional services made necessary by the default of the general contractor;

- .7 provide services later than three months after the one-year warranty phase has ended, except for services occasioned by the Designer's errors or omissions;
- .8 prepare special documents for or appearing as a witness in change order appeal hearings under M.G.L. c. 30, § 39Q or in judicial litigation arising out of the Construction Contract, except for litigation arising from the Designer's negligent acts or omissions;
- .9 [intentionally omitted];
- .10 revise construction drawings and specifications submitted in their final and complete form for which bids were not received within six (6) months after submission, unless a new building code has been promulgated within that time frame which requires revisions to the documents;
- .11 make studies other than those normally required and preparing applications and reports to assist the Town in obtaining federal aid;
- .12 additional site visits requested by the Town for which additional payment is provided in Section 6.3.
- .13 prepare documents for and manage procurement for fixtures, furniture and equipment (FFE) phase of the project.

6.3 Additional Site Visits. Additional services shall also include site visits by the Designer or its Consultants made at the request of the Town during the construction administration phase, that are in addition to those required by the Contract and have been requested in writing by the Authorized Representative.

6.4 Compensation for Additional Services: Except as otherwise authorized in writing by the Town, for the services provided pursuant to Sections 6.1 through 6.3 of this Contract, the Designer shall be compensated as determined by the Town as follows:

- .1 by a lump sum fee agreed upon in advance in writing by the Designer and the Town; or
- .2 on an hourly basis (based on pro-rated hourly wages exclusive of benefits) in accordance with the rate schedule attached hereto as Attachment A-5, which is incorporated by reference herein. Clerical/support staff of the Designer and Consultants to the Designer shall not be compensated and is considered as part of office overhead.

7.0 REIMBURSABLE COSTS AND EXPENSES.

7.1 The Basic Fee shall include all the Designer's expenses associated with the performance of its services pursuant to this Contract. Any Amendment that increases the Basic Fee shall likewise include all expenses associated with the performance of the services that is the subject of the Contract.

7.2 The Designer shall be reimbursed by the Town for:

- .1 the actual cost to the Designer of special consultants, not specified in its response to the RFQ, and approved in writing by the Town, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been previously approved in writing by the Town. The Town may approve a lump sum fee;
- .1 The Designer shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Agreement. If a Subconsultant hired to perform Basic Services performs Additional Services approved by the Town, compensation for such Additional Services shall be made under Article 6.
- .2 other actual costs, including special printing, but only when specifically authorized in writing by the Town or its designee; and
- .3 for document copies in excess of numbers specified in the Contract if requested by the Town.

7.3 The Town shall not reimburse the Designer for the following:

- .1 any expenses associated with performing its services;
- .2 the cost of an on-line bidding service such as BidDocsOnline;
- .3 travel expenses under this Contract, provided, however, that in special circumstances and with prior approval of the Town, the Designer may be reimbursed for out-of-state travel expenses consistent with applicable statutes, rules, and regulations; and
- .4 any telephone (land line and cellular), computer or other out-of-pocket expenses unless specifically authorize as provided above.

~~7.4 Mark-Up for Overhead and Profit: For solicitation, coordination, inspection, analysis, and evaluation of and for the assumption of responsibility for, services authorized under 7.2.1 of this Contract, the Designer shall be paid 10% of the actual expense where the cost of the specific~~

~~services is estimated not to exceed \$100,000. The aforementioned percentage will be negotiated to a lesser figure in those instances when the not to exceed cost is projected to exceed \$100,000.~~

8.0 PAYMENTS TO THE DESIGNER

8.1 Change Orders: Unless otherwise approved by the Town, payments to the Designer for a modification or a change order shall be made when the modification or change order has been approved by the Town and the Designer's services with respect to the same, other than construction administration services, have been completed.

8.2 Schedule for Payment of Basic Fee: The Designer shall submit requisitions on a monthly basis for any Services completed within that month. Town shall not be obliged to pay any claims received more than forty-five (45) days after notification to the Designer of final acceptance of the contractor's work under the Construction Contract.

8.3 Right of Offset: If the Town finds that Deliverables previously paid for by the Town contained deficiencies, errors, or omissions, then the Town may withhold from any future payment due to the Designer under this Contract an amount reasonably calculated by the Town to cover the cost of correcting the deficiencies, errors, or omissions until the deficiencies, errors, or omissions have been corrected. The Town may also offset against any payment due to the Designer under this Contract the amount of any costs incurred by the Town arising from the Designer's failure to provide required services, or the Designer's deficiencies, errors or omissions. Nothing in this paragraph shall limit any legal remedies of the Town against the Designer for default, errors, omissions, erroneous claims, false claims, tort claims, or any breach by the Designer of the terms of this Contract or applicable Laws.

8.4 Subject to Appropriation: The obligations of the Town hereunder shall be subject to appropriation. In the absence of appropriation, this Contract shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

9.0 TERMINATION

9.1 Termination by the Town: By written notice to the Designer, the Town may terminate this Contract in whole or in part at any time whether for the Town's convenience or because of the failure of the Designer to fulfill his or her Contract obligations. 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, including proportionate payment for partially completed work, shall be paid to the Designer by the Town. Such payment shall not exceed the fair value of the work, as the Town shall determine. No amount shall be allowed for anticipated profit or overhead on unperformed services.

9.2 Failure of Designer to Perform/Liability: If the Contract is terminated due to the failure of the Designer to fulfill his or her Contract obligations, the Town may take over the Work and

prosecute the same to completion by contract or otherwise. In such case, the Designer shall be liable to the Town for any additional cost occasioned to the Town thereby. These rights and remedies of the Town are in addition to any rights and remedies provided by law or under this Contract.

9.3 Termination by Designer: By written notice to the Town, the Designer may terminate this Contract if the Town, within sixty (60) days following written notice to the Town of any default by the Town hereunder, shall have failed to remove such default. The payments to the Designer shall not exceed the fair value of the Designer's work, as the Town shall determine. No amount shall be allowed for anticipated profit or overhead on unperformed services.

9.4 Delivery of Data to Town Upon Termination of Contract: Upon any termination of the Contract, the Designer shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Contract, whether completed or in process, performed under this Contract to the time of termination, and thereupon the Town shall pay the Designer any unpaid and undisputed balance owing for Services rendered prior to the date of termination.

9.5 Rights of the Town: Any termination of this Contract shall not affect or impair the right of the Town to recover damages occasioned by any default of the Designer or to set off such damages against amounts otherwise owed to the Designer.

10.0 RELEASE AND DISCHARGE

10.1 The acceptance by the Designer of the last payment for services paid under the provisions of either Section 8.0 or Section 9.0, in the event of termination of this Contract, shall in each instance operate as a release of the Town and every employee, member and agent of the Town, from all claims of the Designer arising from this Contract, and from liability for any act or omission relating to or affecting the Designer's services hereunder, except for those written claims submitted by the Designer to the Town with the last payment requisition; and except that such acceptance shall not release such parties from any liability they would otherwise have for injuries to third parties resulting from their negligent acts or omissions.

11.0 INSURANCE

11.1 The Designer shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth below during all times that the Designer is performing Services and for at least one (1) year after termination of this Contract in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

- .1 Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Contract. Minimum Insurance Limits: \$1,000,000 per occurrence, \$3,000,000 aggregate.
- .2 Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage. Minimum Insurance Limits: \$1,000,000 per occurrence, \$3,000,000 aggregate.
 - .1 The Designer shall maintain Valuable Papers 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 Agreement, in event of loss or destruction regardless of where the papers or files are kept until the final payment is made and all data is turned over to the Town as provided herein.
- .3 Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- .4 Automobile Liability insurance applicable for any contractor with an automobile operating exposure with owned, non-owned, and hired autos, for protection against bodily injury and property damage. Minimum Insurance Limits: \$1,000,000 CSL.
- .5 Umbrella Liability insurance, which shall be maintained for at least three years after completion of this Contract. Minimum Insurance Limits: \$2,000,000.

11.2 Certificates of insurance and copies of policies evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town at the time of execution of the Contract. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. The insurance provided under clauses 11.1, 11.4 and 11.5, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Designer from any liability for breach of its obligations under this Contract.

11.3 Any Consultant employed by the Designer shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Consultant or of any

person or business entity for whose performance the Consultant is legally liable arising out of the performance of the contract for Consultant services in minimum amounts of \$1,000,000 per occurrence, \$3,000,000 aggregate. The Consultant shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Consultant by the Town. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

11.4 To the maximum extent permitted by law, the Designer will require all insurance policies in any way related to the work and secured and maintained by it to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against the Town, and all tiers of contractors or consultants engaged by the Town. The Designer will require of Consultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

12.0 INDEMNIFICATION

12.1 To the maximum extent permitted by law, the Designer agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town and its agents and employees from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Designer, its agents, servants, employees or Consultants. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Contract and shall survive the termination of this Contract.

13.0 EQUAL EMPLOYMENT OPPORTUNITY

13.1 In connection with the performance of work under this Contract, the Designer shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Designer shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

13.2 In connection with the performance of work under this Contract, the Designer shall not discriminate in its relationships with Consultants or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

13.3 The Designer shall comply with all applicable Laws pertaining to nondiscrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14.0 CERTIFICATIONS BY DESIGNER

14.1 By execution of this Contract, the Designer certifies:

- .1 The Designer 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 Contract.
- .2 No Consultant to or sub-contractor 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.
- .3 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 Contract 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 Contract to the Designer.
- .4 The Designer shall comply with all applicable requirements of M.G.L. c.30, §39R. The Designer has internal accounting controls as required by M.G.L. c.30, §39R(c) and the Designer has and will continue to file an audited financial statement as required by M.G.L. c.30, §39R (d).

15.0 TAXES

15.1 By execution of this Contract the Designer, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Contract on the Designer's behalf, filed all state tax returns and paid all state taxes required under law.

15.2 The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Designer's request, Tax Exemption Certificates will be furnished by the Town to the Designer with respect to such tax-exempt articles as may be required under this Contract. The Designer shall not pay, and the Town shall not reimburse or pay the Designer or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16.0 CONFLICT OF INTEREST

16.1 The Designer acknowledges that the Town is a public employer for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the

Designer agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Designer based on said statute.

17.0 NOTICES

17.1 Notices: Any notice required under this Contract to be given by the Town to the Designer, or by the Designer to the Town, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Town to the Designer at the address specified for the Designer on Page 1 above, or the Designer to the Town at the following address:

Town of Norwell
Norwell Town Hall
345 Main Street
Norwell, MA 02061
Attn: Town Administrator

With a copy to:

Robert W. Galvin, Esq.
Town Counsel
c/o Galvin & Galvin, PC
10 Enterprise Street, Suite 3
Duxbury, MA 02332-3315

18.0 MISCELLANEOUS PROVISIONS

18.1 Successors and Assigns. Subject to the provisions of Section 18.2, below, the Town and the Designer each binds itself, its partners, successors, assigns, and legal representatives to the other party.

18.2 Assignment by Designer. The Designer shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Contract without the written consent of the Town. Any assignment, subletting, or transfer by the Designer in violation of this Section 18.2 shall be void and without force or effect.

18.3 Entire Agreement. This Contract represents the entire and integrated agreement between the Town and the Designer with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the Town and the Designer.

18.4 Confidentiality. The Designer shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

18.5 Certifications. The Designer shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, Designers and lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Designer determines that such certifications are true and correct based upon the Services performed by the Designer hereunder.

18.6 Additional Services. If the Town requests the Designer to perform additional services beyond the scope of Services hereunder, the Designer shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.

18.7 Disputes. All claims, disputes and other matters in question between the Town and the Designer arising out of or relating to this Contract or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Plymouth County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination thereof as provided in Section 9.0 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. Notwithstanding the foregoing, the Town reserves the following rights in connection with claims and disputes between the Town and the Designer, which rights may be exercised by the Town unilaterally and in the Town's sole discretion: (1) the right to institute legal action against the Designer in any court of competent jurisdiction in lieu of demanding mediation; and/or (2) the right to demand mediation against the Designer in the Town's sole discretion.

18.8 Limited Liability. No officer, director, member, employee, Town or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Designer hereunder, for the Town's payment obligations or otherwise, the Designer hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Designer for indirect, incidental or consequential damages.

18.9 Governing Law. This Contract shall be governed by the law of the Commonwealth of Massachusetts.

18.10 No Waiver. The Town's review, approval, acceptance or payment for Services under this Contract shall not operate as a waiver of any rights under this Contract and the Designer shall be and remain liable to the Town for all damages incurred by the Town as the result of the Designer's failure to perform in conformance with the terms and conditions of this Contract. The rights and remedies of the Town provided for under this Contract are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Contract.

18.11 Interpretation. If any provision of this Contract shall to any extent be held invalid or unenforceable, the remainder of this Contract shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract under seal as of the date first written above and the individual executing this Contract on behalf of the Designer makes the representations and certifications set forth in this Design Contract under the pains and penalties of perjury.

DESIGNER:

By its duly authorized representative:

Printed Name of Person Signing

Title

TOWN:

TOWN OF NORWELL

By its Board of Selectmen

List Names

Peter J. Morin, Town Administrator

TOWN ACCOUNTANT'S CERTIFICATION

I certify that an appropriation in the amount of the contract sum stipulated in Contract of this Agreement has been made and is available for compensation for services to be provided under this Agreement

Donna Mangan, Finance Director/Town Accountant

TOWN COUNSEL'S CERTIFICATION

APPROVED AS TO FORM

Robert W. Galvin, Town Counsel

ATTACHMENTS

Contract for Design Services

Town of Norwell – Town Hall Renovation

Attachment A-3: Scope of Design Services

SECTIONS 1-6: INTENTIONALLY OMITTED

SECTIONS 7.1 – 7.3: INTENTIONALLY OMITTED

7.4: Schematic Design Phase

- 7.4.1 Upon receipt of an Approval to proceed to Schematic Design Phase, the Designer shall meet with the Owner to arrive at a mutual understanding of the requirements of the Final Design Program
- 7.4.2 The Designer shall submit a proposed design work plan pursuant to this Contract including anticipated tasks and submittals. The Designer shall also submit to the Owner a proposed schedule consistent with any Project Schedule included in the RFQ (Attachment A-14) modified as required by any subsequent schedule changes or delays outside of Designer's control. The schedule shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include time for the Owner's review and approval of submittals and for necessary submissions for permits in connection with the Project. The work plan shall also include a work plan schedule of values consistent with Attachment A, which shall be the basis for which payments of the Fee for Basic Services within each Phase shall be made. The work plan schedule of values shall identify deliverables within each Phase and percentages of the phase fee payable upon completion of such deliverable. When approved by the Owner as provided in Article 7.4.8, the work plan schedule of values shall govern the timing of payments of the Fee for Basic Services upon completion of deliverables within each Phase and as each Phase progresses.
- 7.4.3 The Designer shall: Prepare a preliminary evaluation of the Recommended Preferred Solution from the Feasibility Study, the Final Design Program, and Proposed Total Project Budget; collect and study all available drawings, reports, maintenance reports, and other existing data pertaining to the Project; conduct a thorough on-site review of conditions relating to the Project; assure that the "Recommended Preferred Solution" complies with all applicable codes and regulations,; and meet with local building officials to identify and confirm applicable standards, codes and any project specific criteria.
- 7.4.4 The Designer shall develop the Recommended Preferred Solution to a full schematic design level. Schematic design level documentation shall be based on the Final Design Program, shall incorporate Owner comments and shall include each of the following, to the extent applicable to the 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) 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.
- (c) 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, if required by the Town..
- (d) Utility Analysis – Determine the availability and capacity of all required building utilities. Provide soils analysis and preliminary design for on-site septic/sewage treatment facilities, if required.
- (e) Accessibility - an analysis of the design's compliance with the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board requirements (MAAB).
- (f) 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.
- (g) 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.
 - (h) 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 Owner 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 Designer, is responsible for preparing and maintaining the draft and updated project schedule document, except as it pertains to the project design schedule developed under Article 7.4.2.
 - (i) Construction cost estimate - in Unifomat II Level 3 format with aggregated unit rates and quantities supporting each item. If independent cost estimates are prepared for the Owner by the OPM in this or subsequent phases, then the Designer shall work with the OPM to resolve such any differences in a cost reconciliation process and shall involve any relevant parties in such process.
 - (j) Siting analysis, including content, traffic and access, topographic and utilities recognition.
 - (k) 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.
 - (l) 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.

(m) Schematic Exterior Building Elevations for all sides and orientations indicating all exterior finishes and fenestration.

- 7.4.5 Schematic design phase drawings, specifications, construction cost estimates and other submittals shall be subject to the written Approval of the Owner, which Approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval two (2) copies of schematic design drawings, specifications, cost estimates, and other submittals.
- 7.4.6 The Designer shall present and explain the Schematic Design to the Owner, the OPM and at a local public meeting, if any such meeting is scheduled, or in conference.
- 7.4.7 The Designer shall meet with the Owner every other week during the Schematic Design Phase.
- 7.4.8 Prior to the issuance of an Approval to proceed to the Design Development Phase, the Designer and the Owner shall meet to finalize the design work plan, project schedule, and schedule of values described in Article 7.4.2, and they shall if necessary execute an amendment to the Contract to include all required modifications to govern the subsequent phases of the Designer's services.

7.5 Design Development Phase

- 7.5.1 Upon receipt of an Approval to proceed to the Design Development Phase, the Designer shall meet regularly and as necessary with the Owner and the OPM. This shall include meeting at least once every other week with the Owner and the OPM during this Phase.
- 7.5.2 The Designer shall update and refine items submitted during the Schematic Design Phase, and shall submit to the Owner, on or before the date specified in the Project Schedule, and on the basis of the approved Schematic Design Phase Documents, the following deliverables as they are defined in this Article 7.5.2 and as they are further defined in Articles 7.5.3, 7.5.4, 7.5.5, 7.5.6 and 7.5.7:
- (a) a list of all filings and permits within Designer'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 Designer and that is necessary for the Owner to file local basic zoning and environmental permits. The Designer, as Extra Services, shall provide information and documentation for the Owner 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 geoenvironmental 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 which the Designer shall submit for review to the local building official;
- (g) a 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 [M.G.L. c. 149, s. 44M];
- (h) a construction cost estimate for the design in Unifomat II Level 3 format, with unit rates and quantities supporting each item and reconciled with the detailed construction cost estimate and any updated cost estimates in accordance with Article 7.5.6. 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.

7.5.3 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 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: (minimum scale 1/8" = 1'0");
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: Administrative areas, vehicle and materials storage areas, etc.(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 as needed.
- (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.

7.5.4 Other Consultant's Drawings and Other Graphic and Written Requirements: For special consultants, provide drawings that locate and define the scope of the work. Coordinate with other disciplines. Provide cuts of all major pieces of equipment.

7.5.5 Project Manual Requirements (Specifications):

(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 MasterFormat 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.

7.5.6 Construction Cost Estimate Requirements – The Designer shall provide a construction cost estimate in Unifomat II Level 3 format with aggregated unit rates and quantities supporting each item referenced in Article 7.5.5(b). The estimate cost shall be projected, to the mid point of the construction period.

- (a) The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any updated cost estimates, provided by the OPM and shall work in good faith and in cooperation and coordination with the

OPM 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 or the OPM. If the Designer is unable to reconcile all differences between the two construction cost estimates with the OPM, then the Designer shall provide a detailed explanation of the differences to the Owner. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Designer shall cooperate with the Owner 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.

7.5.7 Reports, drawings, specifications, cost estimates and other design development submittals shall be subject to the written approval of the Owner. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval two (2) copies of Design Development drawings, specifications, cost estimates, and other submittals. 7.5.8 The Designer shall present and explain the Design Development submittal to the Owner and at a local public meeting scheduled by the Owner, if any such meeting is scheduled or in conference.

7.5.9 INTENTIONALLY OMITTED

7.6 Construction Documents Phase

In addition to the requirements specified in the RFQ (Attachment A-14), upon receipt of an Approval to proceed with the Construction Documents Phase of the Project from the Owner, the Designer shall do the following:

- 7.6.1 The Designer shall meet regularly and as necessary with the Owner and the OPM. This shall include meeting at least twice per month (or more frequently if needed) with the Owner and the OPM during this Phase.
- 7.6.2 Based on the submittals approved in the Design Development Phase of the Project, the Designer 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 as defined in Article 7.6.3;

2. a 90% Construction Documents Submittal, with deliverables as defined in Article 7.6.4;

3. a Final Construction Documents Submittal, with deliverables as defined in Article 7.6.5;

4. a Bid Documents Submittal, with deliverables as defined in Article 7.6.6

- (b) As a part of each of the submittals required under Articles 7.6.3, 7.6.4, and 7.6.5, an updated work plan and recommended updates for incorporation into the Project Schedule by the OPM;
- (c) As a part of each of the submittals required under Articles 7.6.3, 7.6.4, and 7.6.5, 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 identified in 7.5.2(a).
- (d) All submittals by the Designer shall be subject to the written approval of the Owner, which approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner or is specifically provided hereinafter, the Designer shall furnish to the Owner for approval The Designer shall also furnish to the Owner electronic media copies of the foregoing drawings and documents in such form as may be required by theOwner.

7.6.3 60 Percent Construction Documents Submittal:

- (a) The Designer 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, as defined in this Article 7.6.3 and as further defined in Articles 7.6.2, 7.6.7, 7.6.8, and 7.6.9, advanced to a level of intermediate (60 percent) completion, and incorporating corrections to indicate compliance with Owner review comments related to prior submittals.
 - 2. In instances where the Designer takes exception to the Owner'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, that sets forth the current space calculations and totals. 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, if requested by Owner.
 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 and Article 7.6.9, the Designer shall provide a construction cost estimate prepared using the Uniformat II Classification to Level 3, the CSI MasterFormat 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. The Designer 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 described in Article 7.6.3(a). The development of said construction cost estimate shall under no circumstances delay the timely submission of the remainder of the 60% CD Submittal.

7.6.4 90 Percent Construction Documents Submittal:

(a) The Designer 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 as defined in this Article 7.6.4 and as further defined in Articles 7.6.2, 7.6.7, 7.6.8, and 7.6.9, advanced to a level of substantial (90 percent) completion, and incorporating corrections to indicate compliance with Owner review comments related to prior submittals.
2. A space summary, that sets forth the current space calculations and totals.
3. Interior Materials Color Boards, including samples of principal interior materials, labeled and mounted to indicate locations, if requested by Owner.
4. Final structural and energy design calculations.
5. If required by the Owner's Building Inspector, 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. The Designer shall have advised the Owner of this requirement in writing not less than sixty (60) days prior to delivery of the 90% CD Submittal in order for the Owner to arrange for the services of an Independent Structural Peer Reviewer. Upon reaching 90 percent completion of construction documents, Designer'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. If required by the Owner's Building Inspector, The Designer and its consultants shall fully cooperate with the Independent Structural Peer Reviewer in the process. The Designer shall obtain a copy of the Independent Structural Engineering Review report and submit same to the Owner at the time of completion of the remainder of the construction documents at the level of final completion.
7. In instances where the Designer takes exception to any of the Owner's 60% Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.

7.6.5 Final Construction Documents Submittal:

(a) The Designer 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 as defined in this Article 7.6.5 and as further defined in Articles 7.6.2, 7.6.7., 7.6.8, and 7.6.9, advanced to a

level of final (100 percent) completion, and incorporating corrections to indicate compliance with Owner review comments related to prior submittals.

2. a final construction cost estimate, in accordance with the provisions of this paragraph and Article 7.6.9, 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 Unifomat II Elemental Classification to Level 3 (Sections A-G inclusive), the CSI MasterFormat 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 Designer 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 Designer 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.

6. In instances where the Designer takes exception to any of the Owner's 90% Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.
7. If required by the Owner's Building Inspector, the Independent Structural Engineering Peer Review Report obtained from the Independent Structural Engineering Peer Reviewer referenced in Article 7.6.4(e). The Designer shall include a certification statement from the project structural engineer designer of record to acknowledge receipt of the Report and to indicate response actions pursuant thereto. The Designer 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 Designer regarding each utility connection and that the persons responsible for permits or connection approval have agreed to the systems' use.

7.6.6 Bid Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Bid Documents Submittal which shall include:
 1. Construction documents and other deliverables as defined in this Article 7.6.6 and as further defined in Articles 7.6.2, 7.6.7, and 7.6.8, incorporating corrections to indicate compliance with Owner review comments related to prior submittals.
 2. From the construction drawings and specifications approved by the Owner, incorporating such changes as the Owner 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 Designer and transmitted to the Owner; which documents shall become the property of the Owner as provided under Article 16. 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 Designer shall promptly submit complete sets of bid documents to the Owner (two sets). Any subsequent addenda shall be promptly submitted to the Owner.

7.6.7 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, bench marks 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.
 - 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 (clearly define new or existing)
 - 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; bendpoint, 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 General Contractor 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 general contractor 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. Designer 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, exciters, 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 pullboxes, 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.

7.6.8 Project Manual Requirements:

- (a) The format for the Project Manual, including its technical specifications, shall be in accordance with the current CSI MasterFormat 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, Owner’s Project Manager, or the Designer can be expected to do, and the word “shall” shall be used to designate what is mandatory for the Contractor 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 Designer,” “as directed by the Designer,” “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,” the “General Contractor” 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 Designer 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 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 Designer 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.

The Owner reserves the right to make edits to the “front end” documents to meet legal and procedural requirements of the Owner.

7.6.9 Construction Cost Estimate Requirements

The Designer shall provide the construction cost estimates described in Articles 7.6.3 and 7.6.5 in accordance with the following provisions:

- (a) The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any update cost estimates, provided by the OPM and shall work in good faith and in cooperation and coordination with the OPM 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 Owner or the OPM. If the Designer is unable to reconcile all differences between the two construction cost estimates with the OPM, then the Designer shall provide a detailed explanation of the differences to the Owner. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Designer shall cooperate with the Owner 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 mid point 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 Designer.
 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. 7.6.10 The Designer shall participate in a final review of the Construction Documents with the Owner, the OPM, and the Commissioning Consultant, and the Designer shall incorporate such changes as are necessary to satisfy the Owner's review comments.

7.7 Bidding Phase

- 7.7.1 The Designer shall, when authorized by the Owner, 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 Designer shall prepare all addenda (to include bidder questions and Designer responses), subject to the Approval of the Owner. The Designer shall attend the pre-bid conference if one is scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the Designer by means of written addenda to the bid documents as required. The Designer shall attend each bid opening and, with the assistance of the Owner's Project Manager, 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 Owner in writing of the Designer'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.
- 7.7.2 The Designer shall assist the Owner 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, §§44D¹/₂ and 44D³/₄ including participation as a member of the Owner's Prequalification Committee.
- 7.7.3 The Designer shall receive all inquiries relating to the bid documents and, when necessary, answer questions by preparing and issuing written addenda. The Owner shall review and approve all such addenda prior to issuance to bidders.
- 7.7.4 When sub-bids are required:
- (a) Attend sub-bid openings.
 - (b) Assist in reviewing sub-bids with the Owner 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 Owner 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 Owner prior to its issuance to bidders.
- 7.7.5 Unless otherwise directed by the Owner, attend and conduct the general bid opening.
- 7.7.6 Review with the Owner and the Owner's Project Manager general bids for completeness and accuracy.
- 7.7.7 Review bidder responses for alternates and make written recommendations as to their acceptance.
- 7.7.8 If the Project has to be re-bid because of a defect in the bid documents prepared by the Designer or in procedures proposed by the Designer, the Designer shall correct the defect and take the necessary actions for re-bidding the Project on proper bid documents without any additional compensation to the Designer.
- 7.7.9 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 provisions of Article 4.10 shall apply.
- 7.7.10 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.

7.8 Construction Administration Phase: Obligations During Construction:

Following the execution of the Owner-Contractor Agreement, the Designer shall undertake certain of the obligations of administering the Owner-Contractor Agreement on behalf of the Owner, provided that Designer shall not be subject to provisions of the Owner-Contractor Agreement that would have the effect of expanding Designer's responsibilities or liabilities under this Contract without Designer's written consent. Services during this phase include, but are not necessarily limited to:

- 7.8.1 Upon commencement of construction activities for the Work or early bid packages or at times established in Project schedules, the Designer shall:
 - (a) Furnish the General Contractor 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 Designer and Contractor, observe testing when required under this Contract, and review and act upon samples, schedules, shop drawings and other submissions from the General Contractor;
 - (c) Prepare, maintain and update logs for all submittals;

- (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 Owner's Project Manager, 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, and Owner;
- (f) On a weekly basis, make specific recommendations on rejection of any Work observed by the Designer that fails to conform to the Construction Contract Documents, and observe corrected Work;
- (g) Require each Subconsultant engaged in accordance with Article 5 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 Designer;
- (h) Recommend actions to be taken which may include condemnation or rejection of any work that the Designer 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, prepare documents associated with requests for a change in any Construction Contract Documents. Compensation for change order work by the Designer shall be determined in accordance with Article 10;
- (j) Conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the Owner;
- (k) In association with the OPM review the balancing of air and water circulation systems;
- (l) In association with the OPM, review 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 Owner may in writing otherwise determine;
- (n) In association with the OPM, review requirements for maintenance documents and building user training events and instructional media as established in the Construction Contract Documents; such Consultant or OPM shall coordinate involvement of contracting parties, the Designer, and Owner;

- (o) Furnish the Record Drawings as submitted by the General Contractor in accordance with 7.8.3, 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 General Contractor all maintenance and operating manuals, occupancy permits, guarantees and other similar relevant materials.

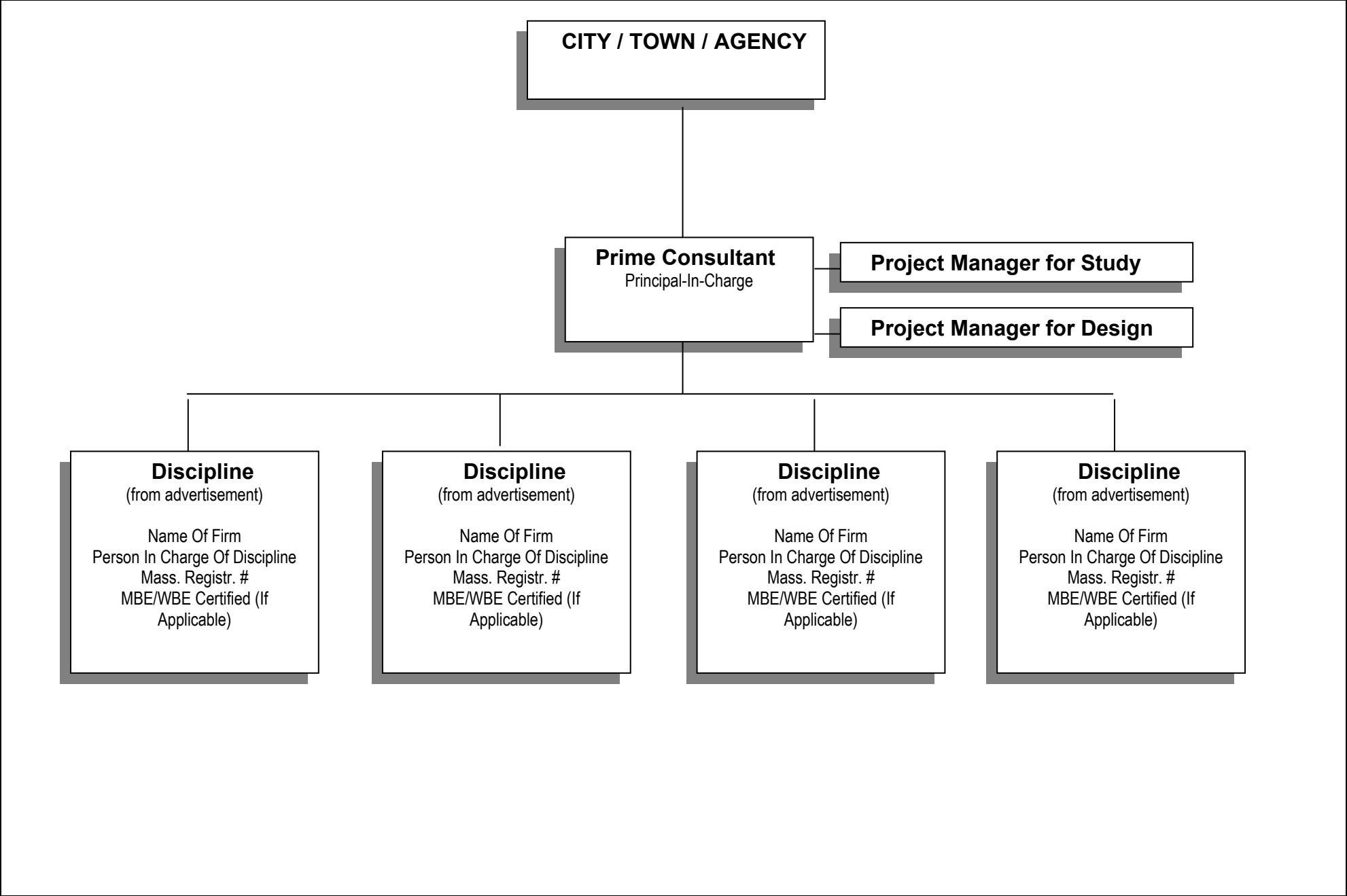
7.8.2 The Designer shall submit to the Owner's Project Manager within 48 hours all requisitions for payment submitted by the General Contractor in the form required by the Owner. The Designer may establish procedures with the Contractor for advance notification of requisition and/or draft version processing. With respect to each such requisition, the Designer 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 Designer does not approve the requisition exactly as submitted by the General Contractor, the Designer shall forward it for payment to the Owner's Project Manager dated and signed with corrections and with an accompanying letter of explanation setting forth the Designer's objections and recommended changes. The Designer 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 Owner's Project Manager the General Contractor's monthly requisition for payment. Timely payments to the Contractor are required by M.G.L. c. 30, § 39K. Therefore, the Designer shall establish procedures to help assure either immediate mail or messenger delivery of the requisition for payment to the Owner's Project Manager, 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.

7.8.3 Prior to issuance of the Certificate of Substantial Completion, the Designer shall obtain from the General Contractor 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 Designer shall ascertain that changes authorized by change orders are shown on the General Contractor's as-built drawings, but Designer shall be entitled to rely upon the accuracy and completeness of the Contractor's as-built information, and shall forward such to the Owner as Record Drawings.

- 7.8.4 Issue the Certificate of Substantial Completion of Construction.
- 7.8.5 The Designer shall meet with the Owner monthly during this Phase.
- 7.9 Completion Phase: Upon acceptance of the Certificate of Substantial Completion of Construction by the Owner, the Designer shall thereafter provide the following services:
 - 7.9.1 With respect to a completed Project, preparing a Certificate of Final Completion.
 - 7.9.2 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.
 - 7.9.3 Reviewing and certifying the Contractor's Application(s) and Certificate(s) for Payment as necessary.
 - 7.9.4 Attending meetings as reasonably necessary in the opinion of the Owner's Project Manager, 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.
 - 7.9.5 Using the as-built information maintained by the General Contractor during construction referred to in Article 7.8.3, and revising the applicable original reproducible drawings and electronic media drawings on the basis of the as-built drawings, provided that Designer 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.
 - 7.9.6 Ten (10) months after the date of substantial completion, performing one (1) site inspection and preparing a list of construction warranty deficiencies. The Designer shall consult with the OPM upon the acceptability of warranty compliance requirements and response actions.
 - 7.9.7 Informing the Owner in writing, through the Owner's Project Manager, of all such warranty deficiencies that should be addressed.
 - 7.9.8 Performing one (1) site inspection within a further sixty (60) days to see that all such warranty deficiencies have been corrected.
 - 7.9.9 Evaluation of Contractor: The Designer shall assist the Owner with providing the written Contractor Evaluations required of the Owner 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).
 - 7.9.10 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 Designer to the Owner at the conclusion of the Owner-Contractor Agreement.

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"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

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

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

Sub-Consultant Name:

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

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

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

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

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

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

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

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

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

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

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

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

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

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

Submitted by _____ Printed Name and Title _____ Date _____
 (Signature)

TOWN OF NORWELL
Certificate of Authorization

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, _____ is: (CHECK ONE)
(Name of Company/Consultant/Corporation)

_____ A. a corporation formed and existing under the laws of the state of _____, and pursuant to the corporate by-laws,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

_____ B. a limited liability company or a partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

_____ C. is a sole proprietorship owned and operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

Signature:
(Must be signed by Corporate Officer, Partner, or Sole Proprietor)

Print Name of Above

Title

Date

TOWN OF NORWELL

CERTIFICATION OF NON-COLLUSION

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

For (Vendor/Company) *

Signature

Printed Name: _____

Title: _____

Date: _____

*Must be signed by the person signing the bid, proposal, or contract.

TOWN OF NORWELL

CERTIFICATION OF TAX COMPLIANCE

I, _____, for _____,
(Name of representative, position/title) (Company / Consultant)

a Company, Consultant or Corporation existing or formed under the laws of
_____, having a principal place of business at
(state)

_____, hereby certify that the
(Company/Consultant/Corporation Business Address)

Company/Consultant/Corporation is in full compliance with all laws of the
Commonwealth of Massachusetts relating to taxes, as required by
Massachusetts General Laws, Chapter 62C, Section 49A.

Signed under pains and penalties of perjury this _____ day of
_____, 20__.

(signature of representative/position/title)

(print name of person signing above)

Date: _____

Town of Norwell

DESIGNER CERTIFICATIONS

[Required by MGL Chapter 7C, Section 51(d)]

The undersigned certifies under the penalties of perjury:

- 1. That the DESIGNER 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; and
2. That no Designer 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 Designer or sub-contractor of an Contract by the DESIGNER; and
3. 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 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 DESIGNER; and
4. That with respect to contracts which exceed ten thousand dollars or which are for the design of a building for which the budgeted or estimated construction costs exceed one hundred thousand dollars that the DESIGNER has internal accounting controls as required by MGL Chapter 30 Section 39R (c), and that the DESIGNER has filed and will continue to file an audited financial statement as required by MGL Chapter 30 Section 39R (d).

Firm _____

Signature _____

Address _____

Name (print) _____

Title _____

Telephone _____

Date _____

Awarding Authority: Town of Norwell

Designer Selection Procedures

Adopted February 26, 2020

1. These procedures govern the selection of designers for any municipality or local public agency building project subject to the state designer selection law, M.G.L. c. 7C, §§ 44-58. Any other local law governing the procurement of services will be inapplicable to these procurements.
2. The Board of Selectmen ("Approving Body") has the authority to conduct the designer selection process for the Awarding Authority. The Approving Body may delegate any duties described herein to the extent such delegation is permissible by law.
3. The Approving Body shall designate the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct the designer selection process. No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:
 - a. has a direct or indirect financial interest in the award of the design contract to any applicant;
 - b. is currently employed by, or is a consultant to or under contract to, any applicant;
 - c. is negotiating or has an arrangement concerning future employment or contracting with any applicant;
or
 - d. has an ownership interest in, or is an officer or director of, any applicant.

4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Approving Body, at least two weeks before the deadline for filing applications.
5. The advertisement shall contain the following information:
 - a. a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;
 - b. if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
 - c. when and where a briefing session (if any) will be held;
 - d. the qualifications required of applicants;
 - e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
 - f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
 - g. when and where the RFQ can be obtained and the applications must be delivered.
6. The RFQ shall include the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction," which is available for download from the Massachusetts Designer Selection

Board website at **Procedures for Municipalities and Public Agencies not within DSB Jurisdiction**. The Application Form may be amended to include additional information on a project-specific basis.

7. The Committee shall evaluate applicants based on the following criteria:
 - a. prior similar experience;
 - b. past performance on public and private projects;
 - c. financial stability;
 - d. identity and qualifications of the consultants who will work with the applicants on the project; and
 - e. any other criteria that the Committee considers relevant to the project.
8. 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.
9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Approving Body.² 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.
10. If the fee was set prior to the selection process, the Approving Body shall select a designer from the list of

finalists. If the Approving Body selects a designer other than the one ranked first by the Committee, the Approving Body shall file a written justification for the selection with the Committee and maintain a copy in the contract file.

11. If the fee is to be negotiated, the Approving Body shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Approving Body shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Approving Body is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Approving Body prior to selection of finalists.
12. If the Approving Body is unable to negotiate a satisfactory fee with any of the finalists, the Approving Body shall recommend that the Committee select additional finalists.
13. The Approving Authority may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Approving Authority may commission, at its discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to insure its reasonableness and its adequacy before allowing the designer to continue on the project, *provided* the Approving Authority otherwise complies with the statutory requirements for selecting a designer under Chapter 7C of

the General Laws, including those set forth in M.G.L. c. 7C, § 54(a)(i).

14. Every contract for design services shall include the following:
 - a. certification that the designer or construction manager 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;
 - b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, 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 or construction manager;
 - c. certification that no person, corporation, or other entity, other than a bona-fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement 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 designer; and
 - d. certification that the designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an

audited financial statement as required by M.G.L. c. 30, § 39R(d).

All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

15. The Awarding Authority shall not enter into a contract for design services unless the Awarding Authority or the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the Awarding Authority may require, for the applicable period of limitations. A designer required by the Awarding Authority to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the Awarding Authority prior to the award of the contract.
16. Every contract for design services shall include a provision that the designer or 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 the bid documents, as reasonably determined by the individual responsible for administering the design contract.
17. In the event of an emergency that precludes the normal use of these designer selection procedures, the Approving

Body may elect to authorize expedited procedures to address the emergency. The Approving Body shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

The Approving Body may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Approving Body shall rank the finalists in order of qualification and select the designer for the emergency work.

18. The Awarding Authority shall publish the name of any designer awarded a contract in the *Central Register*.
19. The following records shall be kept by the Awarding Authority:
 - a. all information supplied by or obtained about each applicant;
 - b. all actions taken relating to the project; and
 - c. any other records related to designer selection.
All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.
20. The Awarding Authority shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in accordance with M.G.L. c. 7C, § 48(h), and file completed evaluations with the Board and any other agency named in M.G.L. c. 7C, § 48(h).

21. Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements of any other applicable law or regulation.
22. For any municipal design or construction project *that includes funding provided by the Commonwealth, in whole or in part* (such as reimbursements, grants and the like), cities and towns must incorporate minority-owned business enterprise and women-owned business enterprise participation goals. If applicable, the Awarding Authority shall take steps to assure that it complies with all **Supplier Diversity Office** requirements.

END