

Town of Seekonk
South End Fire Station
Building Committee

Committee Members Attendance:

☒ James Tusino (Chairman) ☒ Michael Bourque (Vice Chairman) ☒ Nicholas Rondeau (Clerk)
☒ Oscar Elmasian (Member) ☒ David Sullivan (Member)

Other Attendees:

Dan Tavares – CGA (Principal) | MaryBeth Carney – CGA (Project Manager) | Ashley Crossman – 44 Raymond Dr. |

Meeting Date: 2/2/2022 Time: 7:04 PM

Motion made by Elmasian, seconded by Tusino; to call the meeting to order at 7:04pm.

All in favor roll call vote: Chairman Tusino = Yes, V. Chairman Bourque = Yes, Clerk Rondeau = Yes,
Member Elmasian = Yes,

“Per Governor Baker's Order suspending certain provisions of the Open Meeting Law, G.L. c. 30A, sec. 20 the public will not be allowed to physically access this South End Fire Station Building Committee meeting. However, public comments and questions may be submitted to the Board in advance of the meeting by sending an email to SeekonkSEFSBC@gmail.com prior to or during the meeting.”

This Meeting is being audio and visually recorded using the Town’s Zoom account.

Please notify the Chairman; at this time, if anyone watching this meeting is also audio and/or visually recording the meeting.

Update/Reminder related to Zoom:

Clerk Rondeau mentioned that all votes have to be a roll call vote and would recommend or request for ease of minutes and in order to be consistent, Chairman Tusino, V Chairman Bourque, Clerk/Secretary Rondeau, Member Elmasian, Member Sullivan.

And

Please keep your microphone muted when not speaking.

Any guests need to state their name and address.

Agenda:

1.) Review paperwork RFQ and other paperwork necessary to post for bids for an Architect.

- a. See Addendum I: Town of Seekonk Request for Qualifications Design Services for Design and Construction of a South End Fire Station.

Town of Seekonk
South End Fire Station
Building Committee

- b. Motion made by Elmasian, seconded by Bourque to accept the changes to the RFQ and move forward with the process. Tusino yes, Bourque yes, Elmasian yes, Rondeau yes. Copy to be sent when changes made.
- c. **Changes of RFQ** – “South End Fire Station Designer Services Draft 02-02-22 _Addendum I”.
 - #1) Page 2, Invitation To Bid, Paragraph 3 Line 1 and 2 where it says: “February 6, 2022” to be changed to “February 9, 2022”.
 - #2) Page 7, “e. Drawings shall be provided in AutoCAD format.” – Mr. Tavares also mentioned that Architects now are also using BIM software (Building Information Modelling) which is a 3 Dimensional format of the drawings, and would suggest to have that added. Mr. Tusino would agree to add the concept of BIM.
 - #3) Page 7, section F, “Basic Services include, but are not limited to, verification of existing record information including building dimensions, details and general existing conditions,” Mr. Tavares wanted to see if this needs to remain, might raise some questions related to current building. Mr. Tusino mentioned believe this relates to the current site conditions and condition of the current building. This should remain in the RFQ.
 - #4) Page 7, section F, Starting end of line 5, “... any specialty consultants for sustainable design (LEED-S/NE-CHPS),...” – Mr. Tavares wanted to make sure we did want this included. Mr. Tusino has said if we could keep this it would be advantageous of the Committee and Town to try to go for these concepts and design features even if not receiving the certifications but to follow the requirements of a certificate as much as possible.
 - #5) Page 7, section F, toward end of line 10, “... and amendments...” – Mr. Tavares, doesn’t believe there are any amendments so recommend to remove “and amendments”, due to there are no amendments to the RFQ for Designer. Mr. Tusino agreed if there are no amendments then should remove it.

2.) **Discuss with the OPM the next steps.**

- a. OPM was unable to talk to the Town Administrator regarding the demolition and abatement of the building. Was focused and priority was the RFQ for the Architect. Mr. Tavares was not able to talk to the Town Administrator prior to this meeting regarding the demolition and abatement.
- b. Mentioned the schedule which is included in the “Seekonk OPM Report to BC_01-20-2022.pdf” Addendum II. Next meeting with the committee is March 10, 2022.
- c. Motion made by Mr. Elmasian, seconded by Mr. Bourque; To approve the Invoice from CGA Invoice#: SFS-001 invoice date 1/31/2022. All in favor: Mr. Tusino = Yes, Mr. Bourque = Yes, Mr. Rondeau = Yes, Mr. Elmasian = Yes.

3.) **Discussion on procedure for the Architect selection.**

- a. Reviewed the schedule see Addendum II.

4.) **Discussion on next steps in the process.**

- a. Reviewed the schedule see Addendum II.

5.) **Approval of minutes for the following meetings:**

Town of Seekonk
South End Fire Station
Building Committee

- a. **January 20, 2022:** Motion to approve with change of votes for opening the meeting, to be changed. To add “Yes” to those who voted in favor. Motion made by Tusino, seconded by Elmasian, All in favor roll call vote: Tusino = Yes, Bourque = Yes, Elmasian = Yes, Rondeau = Yes.

Mr. Elmasian, questioned when was the estimated cost of the building set and by whom. The cost was estimated by the firms hired by the Feasibility Study Committee. The amount was estimated around 3 million in 2019. And due to projected cost increases due to inflation an estimated One hundred thousand was added. However, this was before COVID 19 and with the current costs of building materials etc. Mr. Tavares mentioned it going to be above 3.5 million but couldn't provide an amount at this time due to the fluctuation of costs of materials. Throughout the project there will be multiple times to obtain projected costs. Mr. Rondeau mentioned that the estimate in 2019 was not reevaluated or re-estimated when the Feasibility Study Committee added the possible Communications Center into the building concept. The funding was not estimated adding the Communications Center.

Member Sullivan entered meeting around 7:25pm.

Next meeting: Date: 3/10/2022 Time: 7:00 pm Zoom meeting.

Motion to adjourn made by: Member Sullivan, seconded by: Member Elmasian at 7:39pm.
Chairman Tusino = Yes, V Chairman Bourque = Yes, Clerk Rondeau = Yes, Member Elmasian = Yes,
Member Sullivan = Yes.

TOWN OF SEEKONK



REQUEST FOR QUALIFICATIONS

DESIGN SERVICES FOR DESIGN AND CONSTRUCTION OF A SOUTH END FIRE STATION

**Responses Due: March 2, 2022 at 3:00 p.m.
Late Responses Will Be Rejected**

Deliver Complete Responses To:

**Christina Testa
Town Administrator's Office
Seekonk Town Hall
100 Peck Street
Seekonk, MA 02771**

INVITATION TO BID

In accordance with Massachusetts General Laws, Chapter 7C §44-58, the Town of Seekonk, the Awarding Authority, invites sealed non-price proposals for Design Services consisting of design development, cost estimating, bid and construction documents, bidder evaluation and construction administration for a new South End Fire Station to be located at 69 School Street, Seekonk, MA (as shown on Assessors Map 7, Lot 35). The total construction cost is estimated to be \$3,500,000.

Brewster Thornton Group Architects, LLP prepared a “Seekonk South End Fire Station Feasibility Study” which will be provided with the RFQ. The feasibility study shows a new facility that will include a dayroom, bunk area, workspaces, storage and laundry facilities, a report room, a dispatch center, and an apparatus bay sized to fit two fire trucks, an ambulance and an administrative vehicle. The design incorporates a secure entry to the building for the public that may need assistance. The design must accommodate space for the relocation of the Town’s dispatch center.

The RFQ will be available starting on February 9, 2022. Copies of the documents may be obtained at the Office of the Town Administrator, Seekonk Town Hall, 100 Peck Street, Seekonk, MA 02771, on February 9, 2022 between 8:30 a.m. and 4:30 p.m. Monday through Thursday and on Friday between 8:30 and 12:00 p.m. Proposals must be sealed and clearly marked “Seekonk South End Fire Station, Response to RFQ for Design Services.” **Proposals are due no later than 3:00 p.m. on March 2, 2022** in the Town Administrator’s Office, Seekonk Town Hall, 100 Peck Street, Seekonk, MA 02771. All questions concerning this RFQ must be in writing and shall be sent to Town Administrator’s Office to the attention of Christina Testa at the following email address ctesta@seekonk-ma.gov.

The Seekonk Board of Selectmen is the awarding authority. The Awarding Authority reserves the right to waive any informalities and to reject any or all General Bids not deemed to be in the best interest of the Town. All proposals shall remain in effect for ninety (90) days, Saturdays, Sundays and legal holidays excluded. The Awarding Authority will consider only responsive proposals from responsible firms for contract award. A responsive proposal is a proposal that complies with requirements stated in the Request for Qualifications. A responsible firm is a firm that demonstrably possesses the skill, ability, and integrity necessary to faithfully perform the work called for in this procurement.

Shawn E. Cadime
Town Administrator

REQUEST FOR QUALIFICATIONS (RFQ)
FOR
DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF A SOUTH END FIRE STATION

Project: Seekonk South End Fire Station

Location: 69 School Street, Seekonk, MA 02771 (as shown on Assessors Map 7, Lot 35)

Estimated Construction Cost: \$3,500,000

I. GENERAL INFORMATION

In accordance with Massachusetts General Laws, Chapter 7C §44-58, the Town of Seekonk, through its Board of Selectmen, intends to retain Designer Services for the design and construction of a new South End Fire Station located at 69 School Street (as shown on Assessors Map 7, Lot 35). A feasibility study was completed in the summer of 2019. This new station is intended to bring more consistent and reliable emergency services to all areas of town. The proposed site is on Town owned property, currently a decommissioned school, which is close to major transportation routes. The goal of the study was to provide the Town with a guide for budgeting and planning. The project is estimated to cost \$3,500,000. The “Seekonk South End Fire Station Feasibility Study” will be provided with the RFQ. The Town has appropriated funds for OPM and Designer Services for the project, but will need to seek Town Meeting approval and additional funding for construction.

All proposals are to be submitted no later than the deadline stated in section VII. “Selection process and timeline” and the non-price proposals will be opened at that time. Every proposal must be clearly marked in sealed envelopes. Late proposals will not be accepted.

Each proposal submitted in response to this RFQ is subject to all of the contract terms set forth in Attachment A, “Agreement for Designer Services,” and any contract awarded will incorporate all of these contract terms.

The Awarding Authority will consider only responsive proposals from responsible firms/individuals for contract award. A responsive proposal is a proposal that complies with all the requirements stated throughout this Request for Qualification. A responsible firm is a

firm/individual that demonstrably possesses the skill, ability, and integrity necessary to faithfully perform the work called for in this procurement.

Each responsive proposal from a responsible firm/individual will be evaluated solely according to the criteria set forth in Part VI. of this RFQ “EVALUATION CRITERIA.” Each non-price proposal will be assigned a rating of *highly advantageous*, *advantageous*, *not advantageous*, or *unacceptable* with respect to each criterion, and the reasons for each rating will be set forth in writing. A composite rating for each non-price proposal will be set forth in writing, along with the reasons for the rating. The evaluation committee will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration the non-price proposal ratings.

II. PROJECT DESCRIPTION

The Seekonk Fire Department has identified a need for better emergency response coverage of the south side of town through a presentation to the Board of Selectmen in 2017. Approximately 50% of the calls for service since 2014 have been south of Route 44 with calls for service increasing yearly. The need for mutual aid has also increased since 2015, resulting in a revenue loss for the Town. Between 2014 and 2016 the cost for Mutual Aid was over \$213,000.

Emergency response times have also been a growing concern with the average response time in the North and Central Districts averaging 4 minutes and 5 seconds. The average response times in the South Districts average 6 minutes and 10 seconds. The Town owns several unused buildings which incur yearly maintenance expenses including the parcel located on 69 School Street, identified by the fire department as the most promising site due to its location south of Route 44 and the proximity to Route 6. The parcel is the site of a decommissioned school building that is past its useful life and currently in need of demolition.

A new fire station on the south side will increase safety throughout the Town through faster response times and reduce mutual aid costs. It will also increase the department’s capacity to conduct inspections and provide the option to staff an additional rescue when needed.

III. MINIMUM QUALIFICATIONS REQUIRED OF APPLICANTS

A. MINIMUM REQUIREMENTS

Any firms or individuals interested in providing Designer Services for the South End Fire Station building project must meet the minimum qualifications listed below. Responses indicating that the proposer does not meet or exceed these requirements will be deemed “not responsive” and will not be considered.

- Massachusetts Registered Architect
- Experience with similar projects -- designed and constructed a fire station or other similar municipal buildings.
- Have a satisfactory record of performance.
- Be an Equal Opportunity Employer.
- Be otherwise qualified and eligible for such award under applicable laws and regulations.

B. PROJECT EXPERIENCE REQUIREMENTS

The following items are those which the Town has determined are important to the success of this project. Any firm or individual considered will need to show that it has the required project experience to undertake this project. Firms/Individuals should not respond to this RFQ if they do not meet or exceed these required qualifications, as the response will be considered not responsive.

- Registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least five years of experience in the construction and supervision of construction and design of public buildings
- Designed and managed a minimum of five (5) large building projects of similar size and scope as the Seekonk South End Fire Station (in the range of \$3 million to \$10 million total construction cost), and at least three (3) Chapter 149 public building projects.
- Good working knowledge of the Commonwealth of Massachusetts procurement procedures, including public building construction with filed sub-bids under Chapter 149 of the General Laws.

- Thorough knowledge of the Massachusetts State Building Code and related codes, the Americans with Disabilities Act, and applicable construction related codes and regulations.

IV. SCOPE OF SERVICES

The designer shall complete design development plans for the construction of a new South End Fire Station. It will be the responsibility of the designer to ensure that the design and associated plans comply with all federal, state and local laws and regulations.

The following is a summary of the anticipated services associated with this project:

- A. The firm shall familiarize itself with the building and the proposed program for the project.
- B. Meet with the Designer Selection Committee/Building Committee to review program requirements.
- C. Provide building and site design, review, and input.
- D. Develop and continually update construction cost estimates throughout the design phase. The cost estimates shall include all estimated “soft” costs associated with a project of this type.
- E. Prepare design documents to include:
 - a. Utilizing approved conceptual site and schematic architectural building drawings, prepare design development documents for the proposed facility, including all required professional design services associated with structural design, architectural design, mechanical systems (HVAC and plumbing) design, electrical design, and fire protection design.
 - b. Standardization of systems in Town buildings for future maintenance purposes is desired.
 - c. Provide summary of disciplines for which filed sub-bids will be required.
 - d. Prepare a construction phasing plan outlining a sequence of construction at the existing site.

- e. Drawings shall be provided in Autocad format and utilizing Building Information Modeling (BIM) systems.
 - f. Prepare life-cycle cost estimates as required by Massachusetts General Laws, Chapter 149, Section 44M.
- F. Basic Services include, but are not limited to, verification of existing record information including building dimensions, details and general existing conditions, cost estimating, architecture, civil, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, graphics, lighting design, acoustics, data and communication, any specialty consultants for sustainable design (LEED-S/NE-CHPS), code consultants, accessibility, energy evaluations, detailed cost estimates; preparation of construction documents; bidding and administering the Construction Contract Documents and other design and consulting services incidental and required to fulfill the project goals. Please refer to the Contract for a complete summary of Basic Services.
- G. Meet with various Town boards and permitting authorities as necessary to obtain project approvals and necessary permits.
- H. Meet with the Designer Selection Committee on a regular basis to discuss project approach, designs, and costs.
- I. Prepare presentation materials for Town meetings and assist in Town meeting presentations.
- J. Design development, preparation of construction documents, permitting services necessary to obtain all applicable permits and bidding phase assistance.
- K. Prepare detailed working drawings and specifications for the purpose of obtaining bids under the laws of the Commonwealth for construction of the project;
- L. Obtain final estimates of the cost of the work proposed in the plans and specifications by a qualified, independent cost estimator. The designer shall complete a design program which is consistent with the project budget. In the event the project budget is exceeded, the designer, at his sole expense, will prepare and implement design alternatives which can be accomplished within the project budget.

- M. Preparation of bid and contract documents, including consultation with Town Counsel as to contractual terms and conditions and obtaining approval of the documents as to form before issue; reproduction of said documents for bidding purposes; and cooperation with the Town Administrator in publication of notices required by law.
- N. Assist the Awarding Authority in evaluating the bids of general bidders through the pre-qualification procedure.
- O. Attend opening of sub-bids and general bids and prepare lists of sub-bidders and bidders. Assist the awarding authority in the award of the construction contract.
- P. Provide construction administration services through completion of the work including project closeout.

V. **PROJECT SCHEDULE**

February 9, 2022	RFQ Available
February 18, 2022	Questions Due by 3:00pm
March 2, 2022 at 3:00 p.m.	Closing Date for Submissions
March 3-10, 2022	Proposal Reviews
March 10, 2022	Building Committee Rankings
March 11, 2022	Notify Shortlist Firms/Schedule Interviews
March 21 - 23, 2022	Interviews with Short-listed Firms
March 24, 2022	Building Committee Rankings and Selection
March 30, 2022	Board of Selectmen to Award Contract
March 25 – April 29, 2022	A/E Fee Negotiations

VI. **PROCESS**

The Qualifications will be accepted until 3:00 p.m. on March 2, 2022 for the selection of a designer to provide the services outlined above. Any statement of qualifications not received prior to the time set in this request or in an addendum shall be considered a non-responsive bidder. Statements of qualifications will be opened and evaluated by the Designer Selection Committee and the Town Administrator who may request that architectural firms being

considered make an oral presentation and/or submit additional information. The Awarding Authority reserves the right to reject any and all submissions.

The successful proposer will be requested to enter into negotiations to determine the fee for services not to exceed (NTE) \$325,000 and will be required to execute the contract presented by the Awarding Authority. The contract will be substantially in the form attached hereto as Exhibit A. The Awarding Authority reserves the right to terminate negotiations in the event it deems progress toward a contract to be insufficient and select an alternate proposer.

Criteria for selection will include but not be limited to prior experience with similar projects, past performance on public and private projects, financial stability, experience with new construction of fire stations or other similar municipal building projects, and qualifications of personnel assigned to this project. Failure to submit any required information may be cause for rejection. Those proposing for this project may submit any other information they deem relevant but short, concise proposals are encouraged. It is anticipated that the design services will be completed within 150 calendar days of award of the project.

STATEMENT OF QUALIFICATIONS CONTENT REQUIREMENTS

SPECIFICATION FOR DESIGNER SERVICES

The designer shall be an architect registered in Massachusetts, and must have experience in design, adaptive re-use and renovation of public buildings.

Completion of Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (July 2016) is required.

TECHNICAL SUBMISSION

- A. Organization Description: Provide a short resume on the organization. Include types of similar projects for which services have been provided.
- B. Financial Stability: Top three ranked proposers shall provide an annual Financial Report of the proposer for the past three years.

- C. References: Provide a list of references, contact names with contact information (address, telephone, email) and a brief description of the services provided to them.
- D. Project History: Provide a description of the experience your firm has had with renovation projects. Include the information required in "C" above for each.
- E. Organization Profile: Provide a resume of those individuals to be assigned to this project, a description of their role, and percentage of project for which each will be responsible. If separate structural, mechanical, landscape design firms or other sub-contractors will be used, provide the information listed in A, C, D, and E above for each.
- F. Statement of Work and Product: Include a detailed outline of the specific tasks to be performed indicating what will be done, in what sequence, and by whom. The statement of work should include a draft schedule which indicates how long each task will require, and when client meetings will be held. Provide a clear statement of the scope of work and final product. Clearly indicate any variations from the scope requested herein.
- G. Construction Administration Process: Demonstrate construction administration process and how this process creates accountability for the project in progress.
- H. Affirmative Action Marketing Program: Capacity to meet goals of the Affirmative Action Marketing Program as mandated for municipal, state-assisted building projects under the provisions of Massachusetts law. The current participation goals for design contracts are 8% MBE and 4% WBE.
- I. Form: All submissions shall include a completed Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction, July 2016

FEE

The fee is to be negotiated, but shall not exceed \$325,000.

QUANTITY

Seven (7) printed copies of the statement of qualifications, including attachments, shall be submitted, along with an electronic copy.

STANDARDS AND EVALUATION FACTORS FOR AWARD

A contract will be awarded only to a responsible proposer. In order to qualify as responsible, a proposer must meet the following standards as they relate to this Request for Qualifications.

Each Respondent must designate an individual who will serve as the Project Director. The Project Director shall be certified in the Massachusetts Certified Public Procurement Officer program administered by the Inspector General of the Commonwealth of Massachusetts. In accordance with the requirements of Massachusetts General Laws Chapter 149, Section 44A½, the Project Director must also meet the following requirements:

- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least five years of experience in the construction and supervision of construction and design of public buildings; or
- If not registered as an architect or professional engineer, the Project Director must be a person who has at least seven years of experience in the construction and supervision of construction and design of public buildings.

The Committee will consider these as a minimum threshold for experience of Project Managers for this project. A greater number of years and experience with this type of project will be considered advantageous or highly advantageous.

EVALUATION CRITERIA

In accordance with the adopted Designer Selection Procedures, the Committee's evaluation of Responses shall include consideration of the following general criteria:

- a. Prior similar experience;
- b. Past performance on public and private projects;
- c. Financial stability; and
- d. Identity and qualifications of the consultants who will work with the applicants on the project.

Respondents must demonstrate that they have significant experience, knowledge, and abilities with respect to public construction projects, particularly involving the construction of municipal buildings in Massachusetts and the renovation of buildings. The Committee shall rank Responses based on the following specific criteria:

- a. Prior similar experience and past performance on construction projects for municipal buildings in the Commonwealth of similar scale and complexity, as determined through reference checks on projects listed in the Designer Application Form. Factors to be evaluated may include but are not limited to the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions;
- b. Satisfactory working relationship with designers, contractors, owners, and local officials, as determined through reference checks on projects listed in the Designer Application Form;
- c. Identity and qualifications of personnel: Distinguishing employees of the firm and contractors, identify all members of the proposed Project team, by name and qualifications, who will fill the role of Project Director, and those who will be responsible for the following categories of work: project management; field supervision; cost estimating; cost control; schedule control; value engineering; design review; quality control; and safety. For each category of work listed, address whether it is to be performed by employees of the firm or contractors; failure to address each category may result in the elimination of the Response from consideration. Describe the time commitment and experience, and provide references for each of these personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value, and complexity to the project being considered. Provide an organizational chart that shows the number and interrelationship of key personnel to be provided by the Respondent for this project.

- d. The Respondent's described approach to providing the level and nature of services required for renovation of an existing commercial building for municipal use; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.
- e. Capacity of the firm: Capacity to meet the time commitments required by the project, current and projected workload of the team, and capacity of support services from the firm;
- f. Knowledge and experience: Knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project; Knowledge and demonstrated experience with life cycle cost analysis, cost estimating, and value engineering with actual examples of recommendations and associated benefits to Owners; Knowledge of the purpose and practices of the services of Building Commissioning Consultants; Knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended.
- g. Financial stability of the firm: Evidenced by a current balance sheet and income statements that adequately demonstrate the Respondent's financial stability and capacity to support the proposed contract.

Each criterion will be evaluated based on the Response submitted, and shall be assigned a score ranging from zero (0) to ten (10) points as follows:

- 0 = Not Advantageous
- 5 = Advantageous
- 10 = Highly Advantageous

In order to establish a short list of Respondents to be interviewed, the Committee will base its initial ranking of Respondents on the above Evaluation Criteria. The Committee will establish its final ranking of the short-listed Respondents after conducting interviews and reference checks. This process is described in more detail in Selection Process and Schedule.

The Owner reserves the right to consider any other relevant criteria and undertake additional investigation of the Respondents as it may deem appropriate, within its sole discretion. The Owner may or may not, within its sole discretion, seek additional information from Respondents.

Evaluation Criteria	Scoring Rubric		
	Highly Advantageous	Advantageous	Not Advantageous
General Quality of Response	Met and/or exceeded all RFQ requirements, including format, understanding of project, completeness of proposal	Met all RFQ requirements, including format, understanding of project, completeness of proposal	Did not meet one or more response requirements.

Previous Project Experience

Evaluation Criteria	Scoring Rubric		
	Highly Advantageous	Advantageous	Not Advantageous
Experience with projects of similar size and scope	Successful design & management of >5 similar projects and >3 G.L. c.149 public projects and sustainable building and/or LEED experience.	Successful design & management of >5 similar projects and >3 G.L. c.149 public projects.	Management of fewer than 5 similar projects and/or fewer than 3 G.L. c.149 public projects.

References and Reputation

Evaluation Criteria	Scoring Rubric		
	Highly Advantageous	Advantageous	Not Advantageous
Reference Checks	Outstanding recommendations from all reference checks, at least 2 of which involved construction of public safety facilities.	Outstanding recommendations from all reference checks.	Any references which indicated caution or expressed reservations.

Project Approach

Evaluation Criteria		Scoring Rubric		
		Highly Advantageous	Advantageous	Not Advantageous
Project Approach		Proposer provided an excellent response with appropriate reference to all of the items in section 4 of the RFQ, Scope of Services, and in section 5, Submission Package, subsection B, Statement on Project Approach.	Proposer provided and excellent response and addressed most of the items in section 4 of the RFQ, Scope of Services, and in section 5, Submission Package, subsection B, Statement on Project Approach	Proposer did not provide adequate responses to most of the items in RFQ, Scope of Services, and in section 5, Submission Package, subsection B, Statement on Project Approach

Proposed Staffing

Evaluation Criteria		Scoring Rubric		
		Highly Advantageous	Advantageous	Not Advantageous
Team Members		Highly qualified staff; project leader with outstanding personal recommendations and specifically relevant experience (Public Safety Facilities); staff back-up and additional resources available if needed.	Highly qualified staff; project leader with outstanding personal recommendations	Inadequate or negative information regarding proposed team members' and/or project leader's qualifications, background, or experience.

Firm Stability and Capacity

Evaluation Criteria		Scoring Rubric		
		Highly Advantageous	Advantageous	Not Advantageous
Firm Stability and Capability		Strong demonstration of financial stability and capacity to undertake project. Demonstration of civic recognition, and overall excellent company reputation	Strong demonstration of financial stability and capacity to undertake project.	Inability to demonstrate financial stability and/or available capacity to undertake project within required timeframe.

Finalist Interview – if invited

Evaluation Criteria		Scoring Rubric		
		Highly Advantageous	Advantageous	Not Advantageous
Interview		Proposer clearly reviewed the process as it would unfold, described the work that work be delivered, and was convincing of the depths of its expertise. Staff who would be involved in the contract were present at the interview. Each team member was able to comfortably dialogue with the Designer Selection Committee.	Proposer clearly reviewed the process and work product. Some of the staff who would be involved were present and established a comfortable dialogue with the Designer Selection Committee.	The proposer did not adequately describe the process or work product. Key staff were not present at the interview.

SELECTION PROCEDURE

Selection will be based on information provided by proposers, and subject to information obtained by the Designer Selection Committee in verbal or written statements by references required to be provided by the proposer and by other sources of which the Designer Selection Committee may choose to inquire.

- Finalists will be selected for interviews which will be conducted in an open public meeting.
- Statements of qualifications will be ranked in accordance with the criteria for selection contained in this RFQ.
- The Town will proceed to negotiate a fee and contract terms with the top-ranked proposer.
- In the event that an agreement cannot be reached, the Town will then proceed to negotiate with the next ranked proposer.
- This process will be continued until the Town has reached an agreement with a designer deemed to be in the best interest of the Town.
- Final selection of a designer shall be made by April 1, 2022 considering the recommendations of the Designer Selection Committee, after such interviews are completed.

REQUIRED FORMS

The following completed forms must be included with the submission package.

1. Certificate of Non-Collusion
2. Certificate of Compliance with Massachusetts Tax Laws
3. Certificate of Corporate Authority

VII. OTHER INFORMATION

1. No member of the Designer Selection Committee, the Board of Selectmen or the Town Administrator may have any financial or other connections to a proposer being considered for the project.
2. All proposals submitted in response to this RFQ shall remain firm for 90 (ninety) days following the proposal opening.
3. The Town of Seekonk reserves the right to reject any or all proposals or any parts thereof or to solicit new proposals and to award contracts as it deems in the best interest of the Town.

4. The Town reserves its right to waive informalities in a proposal and to award a contract in the best interest of the Town.
5. The Town will require a Certificate of Non-Collusion, a Tax Compliance Certification, a Certificate of Authority, and a Statement on Mass. General Laws Building Code from the selected proposer. All Certificates must be signed in the form attached hereto and submitted with the proposals.
6. The successful proposer will be required to sign the contract presented by the Town, which shall be substantially in the form attached hereto.
7. Information contained in the RFQ and successful proposer's proposal, as determined by the Town, shall be incorporated into and become part of the contract.
8. To the fullest extent permitted by law, the successful proposer will defend, indemnify, and hold harmless the Town from and against any and all liability, loss, damages, costs or expenses for bodily injury or damage to real or tangible personal property which the Town may sustain, incur or be required to pay, arising out of or in connection with the performance of the contract by reason of any negligent action/inaction or willful misconduct by the OPM, its agents, servants or employees.
9. All proposals must be unconditional and shall be deemed to be public records and will become the property of the Town of Seekonk.
10. The Town of Seekonk shall not be liable for any costs incurred by proposers in preparing, submitting or presenting proposals, or in satisfying and demonstrating compliance with the requirements of the RFQ.
11. The selected firm or individual shall be expected to comply with all applicable federal, state and local laws, regulations, bylaws and orders issued by any relevant commission, office, board or court having jurisdiction over the project in the performance of services.
12. The selection of the successful firm or individual shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin. Women and minority owned businesses are encourage to apply.
13. Purchases of goods and services by the Town of Seekonk are exempt from the payment of federal and Massachusetts state taxes to the extent provided by law.

Attachments

1. Agreement
2. Standard Designer Application Form for Municipalities
3. Certificate of Non-Collusion/Tax Certification Affidavit
4. Certificate of Vote

TOWN OF SEEKONK



DESIGN SERVICES AGREEMENT

**AGREEMENT
TOWN OF SEEKONK, MA
CONTRACT FOR DESIGNER SERVICES**

PROJECT TITLE: SEEKONK SOUTH END FIRE STATION

PROJECT TYPE: NEW CONSTRUCTION

This AGREEMENT is made under seal the ____ day of March in the year Two Thousand and Twenty Two, between the Town of Seekonk, Massachusetts, by its Board of Selectmen, the AWARDING AUTHORITY, and _____, with an address of _____ acting as PROJECT ARCHITECT (the DESIGNER).

The scope of services is set forth in section IV of the Request for Qualifications.

ARTICLE 1: DEFINITION OF TERMS

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

- 1.8 AWARDING AUTHORITY -- The board, commission, agency or department of the Town having authority to award design and construction contracts in connection with the Project.
- 1.9 PROJECT -- the building project for which designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).

ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS

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

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

- 3.1 The Awarding Authority shall furnish to the Designer available surveys of the project building site, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.
- 3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services

of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior written authorization of the Awarding Authority.

- 3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.
- 3.4 If a consultant's services estimated to cost more than \$25,000 are required, including the services of a qualified testing laboratory functioning under the jurisdiction of both a Massachusetts registered Engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and approved by the Awarding Authority. Consultant fee proposals shall be received by the Designer and accompanied with recommendations of approval submitted to the Awarding Authority before any work is authorized. Such consultants shall carry adequate Liability Insurance. When a consultant's services are estimated to cost \$25,000 or less, the Designer shall use established standard rates for such services.
- 3.5 Drawings and/or specifications needed to obtain survey or subsoil information, and any other soils engineering shall be prepared by the Designer as part of the basic fee. The Designer shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.
- 3.6 The Awarding Authority will compensate and reimburse the Designer as provided in ARTICLE 9 for the cost of consultant services performed under this Article. For responsibility, coordination inspection, analysis and evaluation of consultant services retained under this ARTICLE, the Designer shall similarly be compensated as provided by ARTICLE 9.

ARTICLE 4: COMPLIANCE WITH LAWS

- 4.1 The Designer shall perform the work required under this AGREEMENT in conformity with all requirements and standards of the Awarding Authority, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government. The Construction Documents shall comply with all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders. The Designer, including all approved consultants and subcontractors, shall comply with all applicable provisions of the rules and regulations of the President's Committee on Equal Employment Opportunity and Procedures promulgated by the Governor of Massachusetts or his designees, insuring equal opportunity for employees and minority and women-owned business enterprises.

ARTICLE 5: PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

ARTICLE 6: DESIGNER SERVICES

- 6.1 TYPE 1 CONTRACTS; STUDIES, PROGRAMS, MASTER PLANS, REPORTS

1. Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary within the Awarding Authority and shall prepare and submit programs, preliminary reports, master plans, studies, sketches, space utilization criteria and estimates in accordance with

the Scope of Services set forth in section IV of the Request for Qualifications. Monthly progress reports shall be submitted by the Designer to the Awarding Authority. The Designer shall prepare and submit concept sketches of various design ideas to determine a workable plan solution in terms of the programs, funds available, and as complete an overall design concept as possible, including cost estimates. The Designer shall furnish to the Awarding Authority eight (8) copies of the report for final approval on or before the date set forth in the Notice to Proceed or any supplement thereto.

6.2

TYPE 2 CONTRACTS -- DESIGN AND CONSTRUCTION

1. Phase 1. - Schematics

Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary with the Awarding Authority for the purpose of arriving at a mutual understanding of the Awarding Authority's project needs. Thereafter, the Designer shall prepare and submit to the Awarding Authority single line schematic drawings including floor plans, elevations and space criteria to establish basic design ideas and respective cost estimates as set forth in the scope of services included as Attachment A. The Designer shall submit to the Awarding Authority for approval six (6) copies of said schematic plans, outline specifications and cost estimates, on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Designer shall have obtained from the Awarding Authority an extension of time in writing.

Estimated construction cost and fee as set forth in the original Notice to Proceed will not be changed by the Awarding Authority without the agreement of the Designer.

2. Phase 2. - Design Development

Upon receipt of a Notice to Proceed the Designer shall prepare from the approved Phase 1 documents complete design development documents consisting of plans, outline specifications, and cost estimates and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to enable the Awarding Authority to study and understand the progress and development of the Project. Such plans outline specifications and cost estimate shall be subject to the written approval of the Awarding Authority. The Designer shall submit to the Awarding Authority for approval six (6) copies of said design development documents on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Designer shall have obtained from the Awarding Authority an extension of time in writing.

3. Phase 3. - Construction Documents

Upon receipt of a Notice to Proceed from the Awarding Authority for Phase 3 of the Project, the Designer shall meet as necessary with the Awarding Authority, and shall prepare and submit to the Awarding Authority on or before the date or time specified in the Notice to Proceed or any supplement thereto, complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the design development, outline specifications and construction cost estimate approved in Phase 2 of the Project, the Notice to Proceed with Phase 3, or any subsequent modification thereto. The detailed estimate of the cost of the Project shall include quantities of all materials and unit prices of labor and materials as well as cost estimates for each item of work. Such working plans and specifications and cost estimates shall be subject to the written approval of the Awarding Authority. The Designer shall furnish to the Awarding Authority for approval six (6) sets of the said plans, specifications and construction cost estimates.

Following the approval of the plans, specifications and construction cost estimates, the Designer shall incorporate all changes required by the Awarding Authority in the working drawings and specifications and shall prepare and transmit to the Awarding Authority one set of Construction Contract Documents for approval.

Phase 4. - Bidding Phase

Upon written approval of Construction Contract Documents, and a Notice to Proceed, the Designer shall prepare the final Construction Contract Documents, including advertisements for receipt of proposals for construction contractors, shall assist in distributing the bidding documents to prospective bidders, and shall prepare and transmit all addenda. The Designer shall assist the Awarding Authority in pre-qualifying bidders, shall conduct a pre-bid conference with potential bidders, shall assist in obtaining bids, shall conduct a qualification review of the low bidder and transmit his recommendations as to the award of the construction contract to the Awarding Authority, and shall prepare all notices required to be published in the Central Register. All services shall be in accordance with the requirements of the General Laws relating to public construction projects.

If the bid of the lowest responsible and eligible bidder exceeds the Fixed Limit of Construction Cost, if any, the Awarding Authority shall have the option to (a) give written approval of an increase in such Fixed Limit, (b) re-bid the Contract within a reasonable period of time, or (c) instruct the Designer in writing to provide such revised Construction Contract Documents as the Awarding Authority may require to bring the cost within the Fixed Limit. In the case of (c), the Designer may in connection with such revisions make reasonable adjustments in the scope of the Construction Contract or quality of the work allowed therein subject to the

written approval of the Awarding Authority, which approval shall not be unreasonably withheld. The Designer shall not be entitled to any additional compensation for such services.

The Designer shall review all construction bids for the purpose of advising the Owner on whether the bids are based upon the payment of the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The Designer shall inform the Owner of any bid which, because of its amount, does not realistically appear to contemplate the actual payment of said prevailing wage rates to laborers to be employed on the project.

5. Phase 5 - Designer's Services during Construction

Upon the award of the construction contract the Designer and his consultants shall, for the purpose of protecting the Awarding Authority against defects and deficiencies in the work of the Project: (1) be charged with general administration of the construction contract, including review and processing of the General Contractor's applications for payment and change order proposals; preparation of a monetized "punch list" of remaining work following substantial completion of the project work, and subsequent inspection to determine completion of such punch list work; review and processing of the General Contractor's final completion and close out documentation and assistance to the Awarding Authority in the close out process; (2) furnish the General Contractor with information for establishing lines and grades and such large scale drawings and full sized detailed drawings as the Awarding Authority may require; (3) promptly check and approve samples, schedules, shop drawings and other submissions by the General Contractor; (4) make weekly visits to the site or sites of the Project; (5) conduct semi-final and final inspections of the construction project and report the results of such inspections in writing to the Awarding Authority; (6) require each consultant employed in accordance with ARTICLE 2 above to make visits when necessary, and more often if requested by the Awarding Authority, for the same purposes during the progress of that portion of the said construction to which the consultant's services relate and to report in writing thereon to the Designer; (7) report to the Awarding Authority weekly in writing on the progress of construction including whether or not the contractor is keeping record drawings; (8) recommend rejection of all project work observed by the Designer which fails to conform to the Contract Documents; (9) decide all questions regarding interpretation of or compliance with the Contract Documents, except as the Awarding Authority may in writing otherwise determine; (10) review and act on all requests for changes in plans, specifications, work, or contracts for the Project; and (11) upon written instructions from the Awarding Authority, furnish working plans and specifications for any such change.

The Designer shall be familiar with the provisions of the General Laws for payment to contractors and shall submit to the Awarding Authority all requisitions for payment submitted by the general contractor. With respect to each such requisition, he or she shall certify to the best of the

Designer's knowledge that the percentage of work included in the requisition is accurate and the work performed conforms to the contract documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, said Designer shall forward it for payment to the Awarding Authority dated but unsigned with an accompanying letter of explanation setting forth objections and recommended changes. The Designer shall coordinate the required weekly visit to the construction site in such a manner to be able to return to his office with the contractor's payment bearing the Designer's approval or letter of exceptions. Timely payments of general contractors is required by General Laws Chapter 30, section 39K; therefore, the Designer shall establish office procedures assuring either immediate mail or messenger delivery of the requisition for payment to the Awarding Authority, and shall process requisition for payment within forty-eight hours of receipt.

The Designer's responsibility to provide basic services for the construction phase under this agreement commences with the award of the contract for construction and terminates upon the issuance to the Awarding Authority of the final certificate of payment and the Awarding Authority's acceptance of the completed project.

The Designer will exercise the utmost care and diligence in discovering and promptly reporting to the Awarding Authority any defects or deficiencies in the work of the General Contractor or any of its subcontractors, or their agents or employees, or any other person performing any of the Work in the construction of the Project. The Designer represents that it will follow the highest professional standards in performing all architectural services under this Agreement. Any defective Designs or Specifications furnished by the Architect will be promptly corrected by the Designer at no cost to the Awarding Authority, and the Designer will promptly reimburse the Awarding Authority for all damages, if any, resulting from the use of such defective Designs or Specifications. The Awarding Authority's approval, acceptance, use of or payment for all or any part of the Designer's services hereunder or of the Project itself shall in no way alter the Designer's obligations or the Awarding Authority's rights hereunder.

Phase 6. - Record Drawings, Reports, Calculations

Before examining the requisition for final payment submitted to the Awarding Authority by the General Contractor and making any certification in response thereto, the Designer shall obtain from the General Contractor record drawings showing the actual installation of the plumbing, heating, ventilating and electrical work under the construction contract and all variations, if any. The Designer shall ascertain by his review that changes authorized by change orders are shown on the contractor's record drawings and on the applicable original reproducible and shall submit to the Awarding Authority the complete set as revised, which reproducible shall become the property of the Awarding Authority.

Two 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 Awarding Authority at the conclusion of the construction contract and prior to the expiration of the construction period.

As-Built Record Drawings shall be furnished to the Awarding Authority by the Designer.

ARTICLE 7: DESIGNER'S BASIC FEE

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

ARTICLE 8: ADDITIONAL COMPENSATION

1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority, and preparation of change orders related thereto; (2) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (3) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (4) providing services after final payment to the contractor; (5) revising working plans and specifications submitted in their final and complete form for which bids were not received within six months after submission; (6) making studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (7) preparing operating and

maintenance manuals; (8) assisting the Awarding Authority in litigation arising out of the construction contract; and (9) performing any other professional services not otherwise required under this Contract.

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

ARTICLE 9: REIMBURSEMENT

- 9.1 The Designer shall be reimbursed by the Awarding Authority:(a) at one and one tenth (1.1) times the actual cost to the Designer of consultants hired to obtain any data in accordance with ARTICLE 3 above, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services have been approved by the Awarding Authority or its designee, which may approve a lump sum fee; (b) at one and one tenth (1.1) times the actual cost to the Designer of special consultants not specified in ARTICLE 2, and approved by the Awarding Authority or its designee, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Awarding Authority or its designee, which may approve a lump sum fee; (c) any other specially authorized reimbursement, including special printing; and (d) for all printing and reproduction costs. The reimbursable allowance not to exceed \$5,000, unless all parties mutually agree to increase said allowances.

ARTICLE 10: DESIGN FEES AND CHANGE ORDERS

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

Any services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the Construction Documents or other errors or omissions of the Designer, or which result from existing conditions encountered in the building which should have been anticipated by the Designer based on reasonable investigation of said building as required herein, shall not qualify as additional services and shall be performed within the scope of Basic Services.

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

ARTICLE 11: TERMINATION, NO AWARD

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

ARTICLE 12: RELEASE AND DISCHARGE

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

ARTICLE 13: NOTICES, APPROVALS, INVOICES

- 13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Awarding Authority to the Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.
- 13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.

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

ARTICLE 14: INSURANCE

- 14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this AGREEMENT in a minimum amount of \$1,000,000.
- 14.2 The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.
- Since this insurance is normally written on a year-to-year basis, the Designer shall notify the Awarding Authority should coverage become unavailable.
- 14.3 The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad public liability insurance to protect against damage or injury to persons or property.
- 14.4 The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.
- 14.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing

cancellation to the other party and to the Awarding Authority at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Designer shall indemnify, defend, and hold the Awarding Authority harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses arising out of the Designer's breach of the Agreement or the negligence or misconduct of the Designer or the Designer's agents or employees.

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

ARTICLE 15: SUPPLEMENTAL CONTRACT DATA: LEGAL REQUIREMENTS

- 15.1 The Designer hereby certifies:
- (i) if an individual, the individual is a registered architect;
 - (ii) if a partnership, a majority of all the partners are persons who are registered architects;
 - (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, and the person to have the project in his or her charge is a registered architect;
 - (iv) if a joint venture, each joint venture satisfies the requirements of this section.
(Statutory reference: M.G.L. c.7C, §44)
- 15.2 The Designer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement. (Statutory reference: M.G.L. c.7C, §51)
- 15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory reference: M.G.L. c.7C, §51)
- 15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Designer. (Statutory reference: M.G.L. c.7C §51)

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

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

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

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

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

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

- 15.8 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, §44M)
- 15.9 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (Statutory reference: M.G.L. c.62C, §49A)

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

ARTICLE 16: MISCELLANEOUS PROVISIONS

- 16.1 One (1) reproducible copy of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Designer's rights under this AGREEMENT.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.
- 16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer, and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.
- 16.4 The Designer agrees that the Awarding Authority and any of its officer or employee assume no personal liability under this Agreement.
- 16.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 16.6 In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

SIGNATURES

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

Accepted by Designer

Accepted by Awarding Authority

By: _____

Name:

Title: _____

TOWN OF SEEKONK



STANDARD DESIGNER APPLICATION FORM

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Firm Is Filing:		2. Project #								
			This space for use by Awarding Authority only.								
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:			3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)								
3b. Date Present and Predecessor Firms Were Established:			3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:								
3c. Federal ID #:			3g. Name and Address Of Parent Company, If Any:								
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: _____ Telephone No: _____ Fax No.: _____			3. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/>								
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):											
Admin. Personnel	_____	(_____)	Ecologists	_____	(_____)	Licensed Site Profs.	_____	(_____)	Other	_____	(_____)
Architects	_____	(_____)	Electrical Engrs.	_____	(_____)	Mechanical Engrs.	_____	(_____)		_____	(_____)
Acoustical Engrs.	_____	(_____)	Environmental	_____	(_____)	Planners: Urban./Reg.	_____	(_____)		_____	(_____)
Civil Engrs.	_____	(_____)	Fire Protection	_____	(_____)	Specification Writers	_____	(_____)		_____	(_____)
Code Specialists	_____	(_____)	Geotech. Engrs.	_____	(_____)	Structural Engrs.	_____	(_____)		_____	(_____)
Construction Inspectors	_____	(_____)	Industrial	_____	(_____)	Surveyors	_____	(_____)		_____	(_____)
Cost Estimators	_____	(_____)	Interior Designers	_____	(_____)		_____	(_____)		_____	(_____)
Drafters	_____	(_____)	Landscape	_____	(_____)		_____	(_____)	Total	_____	(_____)
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No											

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

CITY / TOWN / AGENCY

Prime Consultant
Principal-In-Charge

Project Manager for Study

Project Manager for Design

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (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. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>																																
Be Specific – No Boiler Plate																																	
11.	Professional Liability Insurance: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
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: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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b.				e.																													
c.				f.																													
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name And Title</td> <td style="width: 20%;">% Ownership</td> <td style="width: 20%;">MA. Reg.#</td> <td style="width: 20%;">Status/Discipline</td> <td style="width: 20%;">Name And Title</td> <td style="width: 20%;">% Ownership</td> <td style="width: 20%;">MA. Reg.#</td> <td style="width: 20%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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a.				d.																													
b.				e.																													
c.				f.																													
16.	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. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Submitted by (Signature) _____</td> <td style="width: 50%;">Printed Name and Title _____ Date _____</td> </tr> </table>	Submitted by (Signature) _____	Printed Name and Title _____ Date _____																														
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TOWN OF SEEKONK



CERTIFICATE OF NON-COLLUSION TAX CERTIFICATION AFFIDAVIT

CERTIFICATE OF NON-COLLUSION & TAX CERTIFICATION AFFIDAVIT

- A. **NON-COLLUSION CERTIFICATION:** The undersigned certifies under penalties, of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this Paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or any other business or legal entity.
- B. **TAXES:** As required by MGL, Chapter 62C, s49A, the undersigned certifies that the proposer has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Date: _____

Name of General Bidder

By: _____

Title: _____

Business Address: _____

City and State: _____

NOTE: This proposal must bear the written signature of the Bidder. If the Bidder is a partnership, the proposal must be signed by a partner. If the Bidder is a corporation, the proposal must be signed by a duly authorized officer or agent of such corporation.

TOWN OF SEEKONK



CERTIFICATE OF VOTE

CERTIFICATE OF VOTE

I, _____ certify that I am the _____
Name Title

of the Corporation named as Bidder in the attached Bid Form; that
_____ who signed said forms on behalf of the bidder
Name

was then _____ of said Corporation; that I know
Title

his/her signature hereto is genuine, and that said Bid Form was duly signed, sealed
and executed for and in behalf of said Corporation by authority of its governing body.

Name and Title of Individual

Signature

Date

Affix Corporate Seal:

This Certificate must be completed where the Bidder is a corporation and should be so
completed by its Clerk. In the event the Clerk is the person signing the Bid on behalf of
the Corporation, this certificate must be completed by another Officer of the Corporation.



OPM Progress Report

Seekonk South End Fire Station Building Committee

1.20.2022

➤ **OPM Project Team:**

- Dan Tavares, Principal
- Marybeth Carney, Project Manager
- Shannon Khoury, Assistant Project Manager
- Clerk-of-Works: Bill Friar (TBD)

➤ **Review OPM Scope of Services:**

- Owner expectations of OPM?
- OPM Services and Fee based on effort and project duration:
 - Preconstruction (14 months)
 - Construction (12 months)
 - Project Closeout (3 months)
 - Demolition Allowance (early enabling project?)
- Assist Town with Designer Procurement
- Develop and Maintain Project Schedule
- Develop and Maintain Project Budget
- Review Designer Documents, monitor activities and performance
- Coordinate Contractor Bid Phase
- Develop Construction Quality Control Program (Budget/Schedule/Quality/Expectations)
- Provide full-time Clerk of Works/Field Representative during construction activities
- Oversee construction process and monitor contractor activities, schedule & performance
- Assist with Project Closeout activities, final commissioning, punch list inspections
- **Deliver project within budget, on time and within specifications!**
- *Additional Services: Independent Cost Estimating (\$15k-\$20k), Commissioning (\$20K), 3rd Party Testing/Inspections (\$75K-\$100K)*

➤ **Anticipated Project Schedule (subject to change):**

- **Preconstruction Phases (15 months)**
- February 2022 – April 2022: Designer Procurement/Award (3 months)
- May 2022 – June 2022: Schematic Design (2 months)
- July 2022 – September 2022: Design Development (3 months)
- October 2022 – February 2023: Construction Documents (5 months)
- March 2023 – April 2023: Contractor Bidding (2 months)
- **June 2023: Town Meeting to Approve Funding**
- July 2023 – June 2024: GC Award/Construction (12 months)
- July 2024 – September 2024: Project Closeout (3 months)
- October 2024: Move into new Building



OPM Progress Report

➤ Owner Information:

- Confirm Building Committee membership, mission, goals and approval authority (BoS?)
- Confirm project need, scope, schedule, budget and expectations; Central Dispatch (?)
- Discuss Town Approval Process and Target Timeline?
- Owner expectations for Designer, past experiences, goals
- Furnish/provide access to project related documents (@groups.io?), files, reports, etc.
- Confirm Status of Existing Building and Site Assessments
 - HAZMAT Survey
 - Comprehensive Property Survey
 - Geotechnical/Geoenvironmental
 - Traffic Study/Wetland Delineation/Others?
 - Utilities, Septic System, Drainage, Communications and Infrastructure?
- Local/State/Federal/Environmental/Legal/ConsCom Permitting Requirements/ZBA
- Opportunities, Concerns, and Roadblocks?
- Requirements for CGA invoicing/approval process/purchase order/tax ID?

➤ Next Steps:

- Designer Selection:
 - Confirm Designer Selection Committee Members (Approving Body?)
 - Develop RFQ (Town?)
 - Solicit, receive and evaluate Designer responses
 - Interview, select and negotiate Designer fee proposal
 - Award Designer Contract
- Possible Designer Procurement Schedule:
 - 1/20/22 - 2/02/22: Develop RFQ
 - **2/02/22:** **Building Committee Meeting (RFQ Approval)**
 - 2/03/22: Notification to Central Register/CommBuys/Newspaper
 - 2/09/22: RFQ Available (site visit?)
 - 2/18/22: Questions Due
 - **3/02/22:** **Designer Responses Due**
 - 3/03/22 – 3/10/22: Proposal Review
 - **3/10/22:** **Building Committee Meeting (rank A/E firms)**
 - 3/11/22: Notify shortlist firms/schedule of interviews
 - 3/21/22 – 3/23/22: Conduct interviews (in-person/virtual?)
 - **3/24/22:** **Building Committee (rank firms and select finalist)**
 - 3/25/22 – 4/29/22: A/E Fee negotiations/obtain approvals/execute contract

➤ PROPOSED BUILDING COMMITTEE MEETING DATES (subject to change):

- 2/02/22
- 3/10/22
- 3/24/22
- 4/21/22