



Worcester

Housing Authority

REQUEST FOR QUALIFICATIONS (RFQ)

WHA Job No.: 348188

Fire Improvements at
689-4 197-199 Providence Street

June 2025

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DEPARTMENT OF MODERNIZATION

630 Plantation Street
Worcester, MA 01605
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Mod-Bids@worcesterha.org

Table of Contents

Introduction 2

Scope of Services 2

Project Information 3

Project Locations 3

Design Budget 3

Disadvantaged Business Considerations 3

WHA Contract Requirements 3

Compensation..... 4

Mandatory Requirements 4

Designer Selection Process 5

Evaluation Criteria 5

Proposal Requirements 7

Deadline for Submittal..... 8

Questions..... 8

Attachments (*For Reference*) 8

Appendices (*To Be Completed and Provided In The Proposal*)..... 8

Introduction

The Worcester Housing Authority (WHA) and its affiliates, is soliciting qualification packages for professional designer services, per M.G.L. 7c §§ 44-57, relating to designer services for a Fire Improvements project at 689-4 197-199 Providence Street.

The design team must demonstrate the ability to manage a multi-part planning/design/ construction contract with input from the Authority, members of the consulting team and contractors. The design team's ability to effectively manage various types of housing modernization projects simultaneously is vitally important. The team must be experienced in modernization and upgrade of housing developments as well as public bidding on EOHLC (formerly known as DHCD) funded projects in Massachusetts.

Scope of Services

The Worcester Housing Authority seeks a qualified, registered/licensed and insured designer to provide independent architectural and engineering services.

Architectural and Engineering Services (A&E) design contractors (Designers) will provide architectural, mechanical, electrical, plumbing, and civil drawings (as applicable) and specifications that are based upon the scope of work defined on the Request for Qualifications ("RFQ") documents.

The Worcester Housing Authority's 689-4 197-199 Providence Street is congregate housing constructed in 1989. There are two congregate units with separate front covered entries.

The goal of this project is to replace the existing fire alarm system and fire suppression system to new code compliant systems. This should include, but not be limited to, evaluate the need for a new fire pump, replacement and addition of sprinkler heads as needed, and a new addressable fire alarm system, devices, and components.

Note: As-builts are available for this project.

Designer's costs must keep within its budget and provide for the services to complete the project successfully.

- Programming and pre-design analysis;
- Investigating, surveying, and documenting existing conditions;
- Administering survey or testing services required by regulation (actual surveying and testing services are considered a reimbursable expense);
- Developing alternative design solutions;
- Code review and compliance;
- Cost estimating;
- Design review and meeting with WHA staff;
- Meeting with local officials and regulatory agencies;
- Preparing design and contract documents.

- Construction Administration.
- Assistance with project closeout.

Project Information

Project Locations

The project location will take place at the following developments:

Dev. No.	Development Name	Address in Worcester, MA	Building Type	No. Units
689-4	John Law's Apartments	197-199 Providence Street	Low-rise	2

Design Budget

The Design Budget shall not exceed \$28,000.

Disadvantaged Business Considerations

Minority and Women Owned Business Enterprises (MBE/WBE)

The WHA takes necessary affirmative action steps to assure that minority firms and women's business enterprises are used when possible.

A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

WHA Contract Requirements

The contract will consist of the following:

- Contract for Designer Services
- This RFQ, excluding attachments, to be completed by the selected firm in its proposal;
- The Proposal Submission from the selected firm; and
- Certificates of Insurance as required, listing the WHA as "additionally insured."

Any items or conditions described in this RFQ, which appear to contradict the Contract, shall be brought to the attention of the WHA prior to execution of the Contract. If in the event one is found to contradict at a later time, the most stringent condition or requirement shall apply. If a more stringent condition or requirement cannot be determined, the Task Order issued relative to the project shall govern. A contradiction does not affect other aspects of the contract nor does it make the contract null and void.

A firm's acceptance and execution of the contract, with the above documents appended, is a requirement of this project.

Compensation

The not-to-exceed fee for basic services including planning and design services is \$28,000.

Reimbursable expenses are in addition to the basic services fee up to a not-to-exceed amount specified in task orders. Examples of reimbursable expenses include lead and asbestos testing, printing of bid documents, test cuts, etc. Reimbursable expenses for travel costs, long distance telephone costs, delivery costs, and reproduction costs as identified per the Contract for Designer Services Article 7 shall be eligible for a mark-up of ten (10) percent. Additional reimbursables per Section 7.1.5 shall include a mark-up as negotiated.

Additional services, including but not limited to additional design services or survey work, shall not include a mark-up.

Proposals shall include the full complement of AE services as required to fulfill the requirements of the issued task order. Proposals shall include a breakdown of the number of hours for each discipline at the approved hourly rates in the contract for each design phase. These hourly rates shall remain the same throughout the initial three-year term of the contract and renegotiated upon contract extension. The total dollar amount approved for each design phase will become the lump sum fee for that phase of work. Billing for each task phase shall be a lump sum basis per the Contract for Designer Services, Article 2 Payments to Designer.

Mandatory Requirements

To be eligible for selection, the design team must meet the following minimum qualifications:

- The prime consultant shall be a qualified engineering firm (within the meaning of M.G.L. Chapter 7, Section 38A) with Massachusetts's registration; and include a qualified and registered engineer.
- The selected firm must also provide insurance as follows:
 - Commercial General Liability: "\$1,000,000.00 single occurrence; \$2,000,000.00 aggregate. WHA shall be listed as "Additionally Insured."
 - Automobile Liability: "\$1,000,000.00 single occurrence; \$2,000,000.00 aggregate."
 - Professional liability insurance: "\$1,000,000 per claim, \$2,000,000 annual aggregate."
 - Workers' Compensation and Employers' Liability: "500,000 each accident and \$500,000

each disease.”

- Certified statement that the architect/engineer or firm is not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or local agency;
- A completed and signed Certifications and Representations of Offerors, Contract for Designer Services, Debarment/Suspension Letter, Certificate of Tax Compliance, Non-Collusive Affidavit
- A firm's acceptance and execution of the contract, with the above documents appended, is a requirement of this project.

Designer Selection Process

The selection process for this project is as follows:

- The WHA will review proposals based on the evaluation criteria described herein and checked references;
- The hourly rates will be negotiated based on the submission to ensure proposed hourly rates are reasonable for the industry and area. If the Authority is satisfied with the figure arrived at with the top-ranked applicant, it will recommend to the Contracting Officer that the contract be awarded to that. If not satisfied, WHA will proceed to the next firms on the ranked list, and so on, until a satisfactory agreement is reached.
- The WHA's Contracting Officer will make final selection.

The WHA also reserves the right to reject any and all proposals and to waive any informalities in proposals received.

Evaluation Criteria

In selecting the design team, the WHA will consider the criteria detailed below and the relative weight assigned to each criterion:

Ability to perform the work (15 points)

- Well developed, thoughtful approach to undertaking and managing this type of contract (6 points)
- Ability to effectively manage various types and sizes of housing modernization projects simultaneously (3 points)
- Team's experience with long-term consulting contracts with a single client (3 points)
- Previous collaboration of the team members (3 points)

Professional and Technical Competence of the Key Personnel (15 points)

- Profiles of the principals and project managers of the design team which indicated their professional and technical competence (5 points)
- Experience of the personnel assigned to the project (5 points)
- Knowledge of and familiarity with all relevant building codes (5 points)

Experience of the Design Team (15 points)

- Team's experience with similar types of projects. (10 points)



- Team's experience with various public housing projects (5 points)

Capability to provide professional services in a timely manner (10 points)

- Flexibility and availability of the design team throughout the contract term to be able to provide services on an as-needed basis (3 points)
- Current workload of the team (3 points)
- Ability of the team to provide professional services in accordance with the project schedule and allotted budget (2 points)
- Ability of the team to successfully complete all phases of work, from planning/investigation through construction on a similar type of projects (2 points)

Past Performance (15 points, based on references)

- Design process (3 points)
- Cost control (2 points)
- Quality of work (3 points)
- Schedules (3 points)
- Project coordination (2 points)
- Past performance with regard to public and State funded projects (2 points)

Disadvantaged Business Considerations (30)

- MBE/WBE status of either the prime or sub-consultants (20 points prime consultant, 10 points sub-consultants)

Mandatory Requirements (0 points)*

- Evidence that, where design work is involved, the architect/engineer is currently registered in Massachusetts (0 points)
- Ability to provide required insurances (0 points)
- Statement that the architect/engineer or firm is not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency (0 points)
- A completed and signed Certifications and Representations of Offerors, Contract for Designer Services, Debarment/Suspension Letter, Certificate of Tax Compliance, Non-Collusive Affidavit (0 points)
- A firm's statement of acceptance of the contract terms (0 points)

* Failure to meet mandatory requirement will result in an invalid submission and may result in a rejection

Proposal Requirements

The Consultant must submit to the WHA must submit an electronic version via email (Mod-Bids@WorcesterHA.org) as well as three (3) copies of their complete proposal, which shall contain ONLY the information shown below. **The Consultant must complete the exact forms attached as Appendices to this RFQ. Submission of additional materials, similar materials, or omission of any of the requested material, may be grounds for rejection of the Proposal.** Include the following materials in a bound and sectioned proposal in the order indicated:

1. Cover letter

Include a description of your firm's experience, qualifications and understanding of the project. Refer to the Evaluation Process section for evaluation criteria which you may want to address in your cover letter. (Maximum 3 pages). Arial, 12 pt, 1.5 space, 1" Margins.

- Identify members of the Design Team, including but not limited to:
 - Architect
 - Structural and civil engineering
 - Mechanical, electrical, fire protection, and plumbing engineering
 - Environmental Engineer
 - Hazardous Materials Consultant

2. Designer Application Forms

Complete the Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016) for the prime and all sub-consultants included as part of the design team.

3. Mandatory Requirements*

Provide the following required documents:

- A photocopy of a current license as evidence that each principal member of the design team is registered to practice in Massachusetts;
- A statement from the consultant and each sub-consultant that the firm is "not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency;"
- A statement that the firm will be able to provide the required insurances per this RFQ prior to execution of the contract;
- A completed and signed Certifications and Representations of Offerors, Contract for Designer Services, Debarment/Suspension Letter, Certificate of Tax Compliance, Non-Collusive Affidavit; and
- A statement that the firm will accept an executed copy of the contract terms with all appended documents.

* Failure to meet mandatory requirements will result in an invalid submission and may result in a rejection

4. Hourly Rates

In a separate, sealed envelope, provide a list of your proposed hourly rates for the prime consultant and each sub-consultant listed as members of the design team. Label the envelope as follows:

NAME OF PRIME CONSULTANT
HOURLY RATES
Fire Improvements
WHA Job No. 348188

Deadline for Submittal

The deadline for both hard copy and electronic submission is **July 10, 2025, at 2:00PM**. Please

email your submission to Mod-Bids@WorcesterHA.org and only enter "348188" in the subject line. DO NOT include your fee proposal in the electronic copy.

Deliver hard copies of your proposal to:

- Brandon Franks, Staff Architect
Worcester Housing Authority
630 Plantation Street
Worcester, Massachusetts 01605

The proposer may correct, modify, or withdraw a proposal by written notice received in the Modernization Department prior to the time and date set as the deadline for submission. **No proposal received after the above-mentioned submittal deadline will be considered.** The proposal will be returned unopened.

Questions

Thank you for your interest. If you have any questions, please contact the WHA at Mod-Bids@worcesterha.org and only enter **WHA Job No. 348188** in the subject line.

Attachments (*For Reference*)

- Advertisement

Appendices (*To Be Completed and Provided In The Proposal*)

- Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)
- Rate Schedule
- Contract for Designer Services
- Debarment, Suspension, Prohibition from Professional Practice
- Acceptance of Contract Terms
- Signed: Debarment/Suspension Letter, Tax Compliance Certificate, and Non-Collusive Affidavit

END OF REQUEST FOR QUALIFICATIONS

Advertisement

In response to a Request For Qualifications (RFQ), the Worcester Housing Authority (WHA) is seeking design services from one (1) qualified design teams to provide independent architectural and engineering services for a Fire Improvements project at 689-4 197-199 Providence Street.

The not-to-exceed fee is \$28,000 for the design services.

The Request for Qualifications (RFQ) will be available on the Worcester Housing Authority website beginning **June 18, 2025** (<http://www.worcesterha.org/currentbids.html>).

Proposals are due by at **2:00 p.m. on Thursday, July 10, 2025**. Proposals shall be submitted electronically to Mod-Bids@WorcesterHA.org. Write **348188** in the subject line. Hard copies shall be delivered to:

- Brandon Franks
Worcester Housing Authority
630 Plantation Street
Worcester, MA 01605

Questions regarding this RFQ shall be submitted in writing 72 hours prior to the deadline for submission and emailed to Mod-Bids@WorcesterHA.org. **Reference the WHA Job Number only in the subject line.**

The Worcester Housing Authority reserves the right to reject any or all proposals, in whole or in part, or to waive any informalities in the bidding if it be in the public interest to do so.

END OF ADVERTISEMENT

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APPENDICES

Massachusetts Standard Designer Application Form for Municipalities and Public Agencies
not within DSB Jurisdiction (Updated July 2016)

Rate Schedule

Contract for Designer Services

Debarment, Suspension, Prohibition from Professional Practice

Acceptance of Contract Terms

Certificate of Tax Compliance

Debarment and Suspension Certification

Non-Collusive Affidavit



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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 #																																																																																																
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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):																																																																																																		
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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 <u>ONLY</u> 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.			
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		3.			
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		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

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

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <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																												
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12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).																																
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: <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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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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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 _____</td> </tr> <tr> <td></td> <td style="text-align: right;">Date _____</td> </tr> </table>	Submitted by (Signature) _____	Printed Name and Title _____		Date _____																												
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	Date _____																																

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Rate Schedule

Please complete this sheet for the prime AE consultant and each sub-consultant made part of the design team. SEAL THIS FORM IN A SEPARATE ENVELOPE FROM YOUR PROPOSAL AND INCLUDE IT WITH YOUR PROPOSAL. THIS INFORMATION WILL REMAIN SEALED UNTIL AFTER SELECTION OF THE MOST QUALIFIED FIRMS.

Business Name of Firm: _____

Discipline: _____

☐ Prime Consultant ☐ Sub-consultant

Job Classification Per Hour

Title	Hourly Rate
PRINCIPAL:	
■ Architect	\$
■ Structural Engineer	\$
■ Civil Engineer	\$
■ Electrical Engineer	\$
■ Mechanical Engineer	\$
■ Plumbing Engineer	\$
■ Fire Protection Engineer	\$
■ Environmental Engineer	\$
■ Landscape Architect	\$
■ Land Surveying	\$
■ Hazardous Materials	\$

Title	Hourly Rate
OTHER JOB CLASSIFICATIONS:	
■ Project Manager	\$
■ Project:	
■ Architect	\$
■ Structural Engineer	\$
■ Civil Engineer	\$
■ Electrical Engineer	\$
■ Mechanical Engineer	\$
■ Plumbing Engineer	\$
■ Fire Protection Engineer	\$
■ Environmental Engineer	\$
■ Landscape Architect	\$
■ Designer	\$
■ Senior Draftsperson	\$
■ Junior Draftsperson	\$
■ Specification Writer	\$
■ Surveyor	\$
Other (list):	
■	\$
■	\$
■	\$
■	\$
■	\$
■	\$

END OF DOCUMENT

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CONTRACT FOR DESIGNER SERVICES

This Contract is made this ____ day of _____ the year 20__ between the

City/Town

street

city, state , zip

Housing Authority,
Phone No: _____
Email Address: _____

hereinafter called "the Authority", and

Designer

street

city, state, zip

Phone No: _____
Email Address: _____

hereinafter called the "Designer" to provide the Designer Services required to complete the Basic Services for EOHLC Project # **348188** described hereinafter and in the Request for Qualifications dated **MM/DD/YYYY** attached hereto:

Project Title on RFS
Project Construction Budget on RFS : _____.

For the performance of all services required under this Contract, and excluding those services that may become necessary under Articles 6 and 7, the Designer shall be compensated by the Authority as follows:

Fee for Basic Services on RFS : _____.

IN WITNESS WHEREOF, the Authority, and the Designer have caused this Contract to be executed under seal by their respective authorized officers.

AUTHORITY

print name

print title
By _____
signature and seal
Date _____

DESIGNER

print name

print title
By _____
signature and seal
Date _____

TABLE OF CONTENTS

WITH THE ACCEPTION OF THE FIRST PAGE, REVISIONS TO THE CONTRACT CONTENT ARE NOT ALLOWED

	<u>Page</u>
PROJECT DESCRIPTION, FEE AND SIGNATURES	1
ARTICLE 1 DEFINITIONS	4
ARTICLE 2 RESPONSIBILITIES OF THE AUTHORITY AND THE DEPARTMENT	5
2.3 Actions by the Department or Authority	5
2.4 Payments to Designer	6
ARTICLE 3 RESPONSIBILITIES OF THE DESIGNER	6
3.1 Basic Services	6
3.2 Design Quality and Standards.	6
3.3 Tests, Surveys, Etc.	6
3.4 Construction Budget	7
3.5 Ownership of Documents	7
3.6 Project Architect and/or Project Engineer	7
3.7 Time is of the Essence	7
ARTICLE 4 SUB-CONSULTANTS, SUBCONTRACTORS	7
ARTICLE 5 FEE FOR BASIC SERVICES	8
5.2 Payment Schedule	8
5.5 Installment Payments during Construction	8
5.6 Final Installment	8
ARTICLE 6 NEGOTIATED AMENDMENT IN THE FEE	8
6.1 General	8
6.3 Construction Phase Services Provided after the Original Construction Completion Date	9
ARTICLE 7 REIMBURSABLE EXPENSES	9
7.2 Non-Reimbursable Items	9
7.4 Reimbursements for the Project Representative	9
ARTICLE 8 COMPENSATION AND RESPONSIBILITY FOR CHANGE ORDERS	10
ARTICLE 9 RELEASE AND DISCHARGE	10
ARTICLE 10 DISPUTES	10
ARTICLE 11 ASSIGNMENT, SUSPENSION, TERMINATION, NO AWARD	11
11.1 Assignment	11
11.2 Suspension	11
11.3 Termination	11
11.4 No Award of Construction Contract	12
ARTICLE 12 NOTICES	12
ARTICLE 13 INDEMNIFICATION OF AUTHORITY AND DEPARTMENT	12

ARTICLE 14	INSURANCE	12
14.1	Professional Liability Insurance	12
14.2	Worker's Compensation Insurance	13
14.3	Asbestos and Hazardous Materials	13
14.4	Commercial General Liability Insurance (CGL)	13
14.5	Automobile Liability Insurance	13
14.6	Valuable Papers Insurance	13
ARTICLE 15	REGULATORY & STATUTORY REQUIREMENTS	13
15.1	Governing Law	13
15.2	Agent for Service of Process	13
15.3	Truth-in-Negotiations Certificate	14
15.4	Certification Under MGL c.7 §38H(e)	14
15.5	MBE/WBE Requirements	14
15.6	Accounting Requirements	14
15.7	Revenue Enforcement and Protection Program (REAP)	15
15.8	Conflict of Interest	15
15.9	Equal Opportunity	15
15.10	Executive Orders	15
15.11	Certificate of Non-Collusion	15
15.12	Documented Worker Certification	15
ARTICLE 16	PHASES OF THE WORK: GENERAL INFORMATION	16
ARTICLE 17	PHASES OF THE WORK	16
17.1	Conceptual Design Phase	16
17.2	Schematic Design Phase	16
17.3	Design Development Phase	16
17.4	Construction Documents Phase	16
17.5	Bidding Phase	17
17.6	Capital Planning System Phase	18
17.7	Construction Administration Phase - Obligations during Construction	18
17.8	Completion Phase	19
ATTACHMENT A REQUEST FOR DESIGNER SERVICES (RFS)		
ATTACHMENT B M/WBE PARTICIPATION SCHEDULE		
ATTACHMENT C LETTER OF INTERNAL CONTROL (DESIGNER)		
ATTACHMENT D LETTER FROM CPA ON INTERNAL CONTROLS		
ATTACHMENT E FORM OF DESIGNER CONTRACT AMENDMENT		
ATTACHMENT F DESIGNER'S AFFIDAVIT OF PAYMENTS TO M/WBE FIRMS		
ATTACHMENT G DESIGNER'S INSURANCE DOCUMENTATION		

ARTICLE 1: DEFINITIONS

APPROVAL -- a written communication from the Authority to the Designer approving the work for the current project phase with authorization to the Designer to proceed to the next Project phase, changes to the scope, compensation for Extra Services or Reimbursable Expenses, and other items for which an approval is necessary or appropriate.

AUTHORITY -- the Housing Authority identified on page one of this Contract.

BASIC SERVICES -- the services to be provided by the Designer as specified in the RFS (Attachment A).

CONSTRUCTION HANDBOOK -- a publication entitled Construction Handbook published by the Department which specifies the procedures that the Authority, Contractor, Department, and Designer shall follow during the Construction Phase and Completion Phase.

CONTRACT -- this Contract, inclusive of the RFS and all other Attachments, between the Authority and the Designer as approved by the Department; with all written revisions to this Contract or the RFS and all Approvals issued pursuant to this Contract.

CONSTRUCTION CONTRACT DOCUMENTS -- The Construction Contract Documents consist of the Owner-Contractor Agreement, Advertisement, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contract, Drawings, Plans, Specifications, the Construction Handbook, all addenda to the design for Construction issued prior to execution of the Construction Contract, and other documents approved after execution of the Owner Contractor Agreement relating thereto.

DESIGNER -- the person or firm identified on page one of this Contract performing the Designer Services under this Contract. The Designer shall be: an individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering, which satisfies the following:

- A. if an individual, the individual is a registered architect, landscape architect, or engineer;
- B. if a partnership, a majority of all the partners are persons who are registered architects, landscape architects, and/or engineers;
- C. if a corporation, sole proprietorship, joint stock company or other like entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, landscape architects, or engineers, and the person designated to have the project in his or her charge is registered in the discipline required for the project;
- D. if a joint venture, each joint venture satisfies the requirements of this section.

DESIGNER SERVICES -- the services to be performed by the Designer and its sub-consultants or its subcontractors under this Contract. Services may include the following:

- A. preparation of master plans, studies, surveys, soil tests, cost estimates, and programs;
- B. preparation of drawings, plans, and specifications, including but not limited to schematic drawings, preliminary plans and specifications, working plans and specifications;
- C. supervision or administration of Contract Documents for Construction;
- D. construction management or scheduling.

DEPARTMENT -- the Massachusetts Executive Office of Housing and Livable Communities.

FEE FOR BASIC SERVICES -- the fee to be paid to the Designer specified on the first page for satisfactorily performing the Basic Services required by this Contract; this fee does not include any additional compensation to which the Designer may be entitled pursuant to Articles 6 and 7. Payments shall be made in accordance with the designer fee payment schedule found in the RFS.

GENERAL CONTRACTOR -- The Contractor(s), sometimes referred to as the General Contractor, is the person or entity identified as such in the Contract Documents for Construction. The term includes the Contractor's authorized representatives.

MASSACHUSETTS GENERAL LAWS (MGL) -- the General Laws of the Commonwealth of Massachusetts, as amended, including any regulations promulgated in connection with such laws.

MBE/WBE -- a minority-owned or a women-owned business enterprise certified by the state Supplier Diversity Office formerly known as (SOMWBA).

OWNER-CONTRACTOR AGREEMENT -- the Contract between the Owner and the General Contractor for construction of a whole or part of the Project including approved change orders.

PROJECT -- the Project to be designed as specified in the RFS.

REQUEST FOR DESIGNER SERVICES (RFS) -- the written document appended hereto as Attachment A specifying various requirements including the project site, scope of services, submission requirements, schedule, and construction budget.

SUB-CONSULTANT -- any person or entity having a direct contractual relationship with the Designer, pursuant to which such person or entity provides Basic Services on behalf of the Designer for the Project.

SUB-CONTRACTOR -- any person or entity having a direct contractual relationship with the Designer, pursuant to which such person or entity provides services other than Basic Services for the Project, for *which the Designer is entitled to be reimbursed under Article 7*.

ARTICLE 2: RESPONSIBILITIES OF THE AUTHORITY AND THE DEPARTMENT

2.1.1 The Authority is the owner of the Project that will be built pursuant to the Contract. The Department is responsible for providing some or all of funding for the Project and establishing development and design guidelines and standards. The Authority administers the Contract for Designer Services to ensure that the design meets the Authority's needs, conforms to the guidelines and standards established by the Department, and complies with the requirements specified in the RFS. Both the Authority and the Department provide direct oversight of the Designer's work.

2.1.2 The most recent version of the Department's Construction Handbook is incorporated by reference into this Contract. It is one of the Contract Documents for Construction.

2.2 To the extent such data is available, the Authority shall furnish to the Designer surveys of the Project site, existing building plans, borings, test pits, mechanical or other test data, photographs and utility information. However, the Authority does not guarantee the sufficiency or accuracy of the information furnished to the Designer under this paragraph 2.2. Therefore, the Designer must satisfy itself as to the sufficiency and accuracy of data supplied by the Authority and notify the Authority in writing of any deficiencies in such data.

2.3 Actions by the Department or Authority

2.3.1 Upon review by the Authority and the Department and upon the recommendation for approval by the Department, the Authority shall render all approvals required by this Contract in writing to the Designer. If approval is withheld the Authority shall notify the Designer in writing why such approval is being withheld.

2.3.2 The Department and Authority shall not unreasonably withhold any approval, acceptance, or consent required under this Contract.

2.3.3 The Authority and the Department shall each promptly review all submissions and may meet with the Designer to discuss those submissions. Upon completion of its review, and upon the recommendation of the Department, the Authority shall:

2.3.3.1 approve the submission as made with comments; or

2.3.3.2 approve that part of the submission that is acceptable and reject the remainder; or

2.3.3.3 reject the submission; or

2.3.3.4 require the Designer to submit additional information or details in support of its submission.

- 2.3.4 The Designer performance time table found in the RFS specifies the phases the Designer shall use for scheduling its work under this Contract for Designer Services. If the Authority or the Department fails to complete its review of a particular matter within the time periods specified, such failure shall not, standing alone, give rise to any additional rights under this Contract, including the right to extra compensation to the Designer.

2.4 Payments to Designer

Upon satisfactory completion of services performed in each phase under this Contract, the Authority shall make payments to the Designer as provided in Articles 5, 6, 7 and the RFS.

ARTICLE 3: RESPONSIBILITIES OF THE DESIGNER

3.1 Basic Services

The Designer's Basic Services consist of the work in the phases described in Articles 16, 17, and the RFS, and include all necessary sanitary, structural, fire protection, civil, mechanical and electrical engineering; energy evaluations, resiliency to climate hazard evaluations, and attention to healthy building environments, including the selection of mindful materials; detailed cost estimates; site planning and landscape planning; all aspects of architectural design; preparation of construction documents; bidding and administering the Contract Documents for Construction; and using the design consultant functionality of the EOHLC Cap Hub project management tool.

3.2 Design Quality and Standards

- 3.2.1 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 the Designer and the Designer's sub-consultants or subcontractors. Changes, corrections, additions or deletions requested by the Authority and the Department shall be incorporated into the design of the Project unless detailed objections thereto are received from the Designer and subsequently approved by the Authority and the Department.
- 3.2.2 The Designer shall complete the services specified in the RFS and required under this Contract meeting the schedule and submission dates established in the RFS or as they may be modified by written approvals from the Authority and the Department.
- 3.2.3 The Designer services shall be performed in conformance with the Guidelines and Standards for this Project which shall be distributed by the Department at the kick-off meeting.
- 3.2.4 The Designer services shall be performed in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 3.2.5 In order to preserve the environment for present and future generations and to encourage environmental justice for the residents of Local Housing Authorities, the Designer is responsible for identifying and recommending the use of energy and water conservation measures, resiliency to climate hazard measures, non-toxic/mindful material selection, indoor air quality improvement measures, and pollutant reduction measures as they relate to the scope of work described in the RFS.

3.3 Additional Tests, Surveys, Etc.

The Designer shall be responsible for determining the types of testing required for the Project, and shall obtain services from subcontractors. Both the services and the subcontractors shall be approved by the Authority and Department. Such services shall be paid for as provided in Article 7- Reimbursable Expenses unless such services are specifically included as Basic Services in the RFS. Such services may include but need not be limited to:

- 3.3.1 Site surveys, borings, and test pits;
- 3.3.2 Structural tests on buildings to be rehabilitated;
- 3.3.3 Soil tests.

3.4 Design within Construction Budget

- 3.4.1 The Designer shall prepare cost estimates for the Project to be included with each phase submission or at more frequent intervals as required in the RFS. Unless otherwise specified in the RFS, the cost estimates are considered Basic Services and the Designer is **not** eligible for any additional compensation for preparing same. The format for cost estimates shall be as approved by the Department.
- 3.4.2 The Department has established the Project Construction Budget, the amount of which is listed on page one of this Contract for Designer Services. The Designer shall produce a design for the Project meeting the requirements of the scope of work specified in the RFS to be constructed within the Construction Budget. In the event the Designer's cost estimate for the project exceeds the Construction Budget, the Authority and the Department may require the Designer to revise the design to keep the cost estimate for the Project within the Construction Budget. The Designer shall not be entitled to extra compensation for making such revisions to contain costs within the budget.
- 3.4.3 The Designer must receive written approval of the Authority and the Department before the Construction Budget shall be considered revised.

3.5 Ownership of Documents

- 3.5.1 All studies, designs, materials, and submissions, collectively referred to as "submissions", prepared under this Contract shall be the property of the Authority, and at the completion or termination of the Designer's Services, shall be promptly turned over to the Authority. The Authority shall have all right, title and interest in such submissions, including any rights under copyright law, whether express or implied.
- 3.5.2 The Authority or the Department may re-use the design and submissions made under this Contract, or any portions thereof, for other projects, in which event the Designer shall have no liability to the Authority or the Department for such re-use, nor shall the Designer be entitled to any additional compensation for such re-use. For any such re-use, the Designer who originated those designs will not be credited or appear as the author of the new work.

3.6 Project Architect and/or Project Engineer

The Designer shall designate an individual as its Project Architect or Project Engineer. Such Project Architect or Project Engineer shall be a registered architect, engineer or landscape architect as required by the RFS and shall be the person who shall oversee the performance of all services provided on the Project.

3.7 Time Is of the Essence

The time in which the Designer shall perform and complete the services specified in the RFS, Article F, is of the essence of this Contract. **ARTICLE 4: SUB-CONSULTANTS, SUBCONTRACTORS**

- 4.1 The Designer may employ sub-consultants in order to perform the Basic Services described in the RFS. Additionally, the Designer may employ sub-contractors to perform those services described in paragraph 3.3 or any other services which are not Basic Services described in paragraph 3.1. If sub-consultants or sub-contractors are employed for these purposes, they must be registered in the necessary disciplines for the services if registration is required under the applicable General Laws. The employment of sub-consultants or sub-contractors shall not in any way relieve the Designer from its responsibilities for its work, including for coordination and ensuring professional and technical accuracy of all data, designs, drawings, specifications, estimates and other work or material furnished under this Contract by the sub-consultants or sub-contractors.
- 4.2 When the Designer receives payment from the Authority, the Designer shall promptly make payment to each sub-consultant or sub-contractor whose work was included in the work for which such payment was received unless payment has been theretofore made. The Authority shall have the contractual right in and under each sub-consultant contract to investigate any breach of such contract and to specify corrective measures it determines are necessary and in the best interest of the Authority and the Department and the Designer and sub-consultant shall forthwith take such corrective measures.

ARTICLE 5: FEE FOR BASIC SERVICES

5.1 For the performance of all Basic Services required in this Contract the Designer shall be compensated by the Authority in the amount specified as the Fee for Basic Services on Page 1 That fee may be amended by written amendment to this contract.

5.2 Payment Schedule

Upon satisfactory completion of each phase, progress payments for Basic Services shall be made by the Authority. The Authority and Department shall signify satisfactory completion by written acceptance and approval of the design phase submission. The amount of such progress payment is set out in the schedule in Section I of the RFS specifying the percentage of the Basic Services Fee to be paid at such time as the schedule may have been amended by written amendment to this contract.

5.3 The Authority shall make payments to the Designer within 30 days of the Authority's approval of an invoice from the Designer.

5.5 Installment Payments during Construction

5.5.1 The Designer shall be paid Thirty percent 30% of the Fee for Basic Services during the construction period (unless some other percentage is specified in the RFS).

5.5.2 Payments to the Designer during construction shall be made monthly and the amount of each payment shall be commensurate with the percent of satisfactory completion of Construction which shall be certified by the Designer on the Contractor's monthly Applications for Payment.

5.5.3 Ninety-five percent payment shall be due to the Designer upon the Department's Approval of the Certificate of Substantial Completion of construction.

5.6 Final Installment

The Designer shall be paid the unpaid balance of the Fee for Basic Services (as that fee may be amended), upon:

5.6.1 Approval by the Department of the Certificate of Final Completion of construction. In cases where the Department approves a Certificate of Partial Release of Retainage, the sum of \$500 shall be retained until a Certificate of Final Completion is approved.

5.6.2 Delivery by the Designer to the Authority of the Record Drawings required by this contract.

5.6.3 Submission of Attachment F verifying payment to MBE/WBE sub-consultants or subcontractors as required by paragraph 15.5, and

5.6.4 A written evaluation of the Contractor by the Designer from which the Authority shall be able to complete its submission of the Contractor Evaluations as required by MGL c.149 §44D(7).

ARTICLE 6: NEGOTIATED AMENDMENT IN THE FEE

6.1 General

6.1.1 For the performance of any service not specifically included in the RFS, the Designer, the Authority, and the Department shall negotiate an increase in the fee shown on Page 1.

6.1.2 For the reduction of any service included in the RFS, the Designer, the Authority, and the Department shall negotiate a decrease in the fee shown on Page 1.

6.1.3 A completed Attachment E, a short narrative, a proposal for cost, scope, a schedule of additional/or reduction of services, an hourly breakdown of number of hours by day, hourly rate and total amount, for amended services, and an updated Attachment B (if the total fee exceeds \$100,000) shall be presented by the Designer to the Authority and the Department by submittal in Cap Hub for review.

6.1.4 Amended services will be approved by the Authority and the Department in Cap Hub after the negotiation noted above has concluded and prior to the performance of these services.

6.1.5 Amendments to the contract may need to be reviewed by the Designer Selection Committee. The Department will inform the Authority and Designer when and if such review is required.

6.2 **[Purposely removed from Contract]**

6.3 Construction Phase Services Provided after the Original Construction Completion Date

6.3.1 If construction has not reached substantial completion within the original construction period (as set forth in the Owner-Contractor Agreement), there shall be added to said construction period a period of 60 calendar days, during which period the Designer shall continue to provide construction phase services for which no extra compensation shall be paid.

6.3.2 If construction has not reached substantial completion after the 60 additional calendar days, the Designer shall thereafter be entitled to additional compensation only for attending job meetings, and preparing and distributing job meeting minutes until construction is completed. In no event shall the Designer be entitled to any additional compensation on account of an extended construction period, if the Authority and the Department have determined that the Designer's acts or inactions have caused the construction period to be extended.

6.4 In the event of an emergency the Designer may proceed to perform additional services as required to meet the emergency after obtaining the verbal approval of the Authority. The Designer shall provide a written report to the Authority, as soon after the emergency arises as possible, and such report shall describe the emergency and the additional services that were performed.

6.5 Invoices for additional services shall be accompanied by a complete breakdown listing the name of the service provider, service provided, payroll title, date, number of hours by day, hourly rate and total amount, for additional services performed.

ARTICLE 7: REIMBURSABLE EXPENSES

7.1 For coordination and responsibility for the work described in the following sub-paragraphs 7.1.1 through 7.1.6 the Designer shall be reimbursed its actual costs, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:

7.1.1 The actual cost to the Designer for subcontractors and for additional tests under 3.3 provided, however, that reimbursement for such costs shall not be made unless the rates of compensation, the total estimated cost of the services and the scope of work for said services shall have been previously approved in writing by the Authority and Department.

7.1.2 The cost of printing more than five (5) sets of design submissions per design phase.

7.1.3 The cost of printing the bid documents and the related postage during the bid period.

7.1.4 Out of pocket expenses paid by the Designer such as filing fees, and permit fees if such fees would be normally paid by the Authority.

7.1.5 Other expenses deemed necessary or appropriate by the Authority and the Department in writing.

7.2 Non-Reimbursable Expenses

The Authority shall not reimburse the Designer, its sub-consultants or subcontractors for travel expenses, telephone, copying, postage and delivery expenses or cost estimating, unless such expenses are specifically specified as reimbursable expenses in the RFS.

7.3 The Designer shall not be entitled to compensation under this Article for the services of sub-consultants hired to perform Basic Services under paragraph 3.1. If a sub-consultant in addition to performance of Basic Services performs extra services approved by the Authority and the Department, compensation for such extra services shall be made as provided in Article 6.

7.4 Reimbursements for the Project Representative

A Project Representative shall be hired by the Authority as an employee, or by the Designer as a sub-consultant and approved by the Authority and Department as provided in the Construction Handbook unless the Department waives this requirement.

7.4.1 **[Purposely removed from Contract]**

- 7.4.2 If the Project Representative is hired as a subcontractor to the Designer, the Authority shall reimburse the Designer for the actual cost plus ten percent. The amount of the fee and related expenses shall be approved by the Authority and the Department at the time of their approval of the Project Representative.

ARTICLE 8: COMPENSATION AND RESPONSIBILITY FOR CHANGE ORDERS

- 8.1 A Change Order is a written instrument prepared by the Designer and signed by the Authority, Department, Contractor, and Designer, stating their agreement on a change in the Project, including a change in the Contract Sum or Contract Time, specified in the Contract Documents for Construction.
- 8.2 The Designer shall be entitled to extra services compensation for preparing change orders requested by the Authority provided that the request is approved by the Department.
- 8.3 The Designer shall be entitled to extra services compensation for preparing change orders necessary and sufficient for additional work that could not have reasonably been anticipated by the Designer as part of Basic Services, as determined by the Authority and the Department.
- 8.4 The Designer shall not be entitled to extra services compensation for preparing change orders to adjust the scope of construction work which arise from existing conditions and for which unit prices have been specified in the Contract Documents for Construction.
- 8.5 The Designer shall not be entitled to extra services compensation for preparing change orders necessary for additional work that could have reasonably been anticipated by the Designer as part of Basic Services, as determined by the Authority and the Department.
- 8.6 Change orders for which the Designer is not entitled to compensation may be referred to as "no fee change orders."
- 8.7 The fact that the Designer is not entitled to compensation for preparing a change order shall not limit any legal remedies which the Authority may have for recovering additional costs necessitated by the change order.

ARTICLE 9: RELEASE AND DISCHARGE

The acceptance by the Designer of payment of the last installment under the provisions of paragraph 5.6, or a final payment under the terms of Article 11 in the event of termination of the contract, shall in each instance, operate as and be a release to the Authority and the Department and their employees and agents, from all claims of the Designer and its sub-consultants and subcontractors for payment for services performed and/or furnished, except for those written claims submitted by the Designer to the Authority or Department with, or prior to, the last invoice.

ARTICLE 10: DISPUTES

- 10.1 In the event of a dispute arising under this Contract, the disputing party shall notify the other party of the nature of the dispute, in writing, with a copy to the Department. If the dispute arises before performance of specific work related to the dispute, the written notice shall be submitted prior to commencing such work. In any event, the Designer shall proceed with the disputed work in compliance with the instructions of the Authority, provided such instructions are made with the concurrence of the Department. Such compliance shall not be a waiver of either party's rights to make a claim on the disputed matter, provided it has notified the other party in writing as stipulated above.
- 10.2 If the dispute cannot be resolved between the parties themselves, either party may request the Department's project management staff to review the disputed matter. After review of the matter, the Department's project management staff shall attempt to mediate and resolve the dispute.
- 10.3 In the absence of a resolution of the dispute under paragraph 10.2, either party may request the Department's Director of the Project Management Unit, or his/her designee, to convene a formal review meeting between the Designer, the Authority, and the Department's project management staff to evaluate the dispute. Within 30 days of such meeting, the Unit Director or his/her designee, shall issue a written response to the Designer

and the Authority evaluating the dispute and stating the Department's position regarding the dispute. Such written decision shall be the Department's final decision regarding the dispute.

- 10.4 The existence and/or utilization of the foregoing dispute procedure under subparagraphs 10.2 10.3 shall not affect or limit the Designer's or the Authority's rights or remedies available at law or in equity (including specific performance or claim for damages) for a breach of any term or condition of the Contract.

ARTICLE 11: ASSIGNMENT, SUSPENSION, TERMINATION, NO AWARD

11.1 Assignment

If the Designer assigns or transfers any part of its services or obligations under this Contract (other than as specified in Article 4), it must obtain the prior written approval of the Authority and the Department. Any successor to the Designer must first be approved in writing by the Authority and the Department before performing any Designer services under this Contract. In the absence of specific provisions to the contrary written consent shall not in any way relieve the Designer from its responsibilities for coordination and completeness and accuracy of all data, designs, plans, drawings, specifications, estimates and other work or materials furnished under this Contract.

11.2 Suspension

11.2.1 The Authority, with the prior approval of the Department, may, at any time, by written notice to the Designer, suspend this contract. If the Authority provides such written notice to the Designer, the Designer shall cease all work under this contract but shall be entitled to compensation for services satisfactorily performed prior to notice of such suspension.

11.2.2 If a written notice of suspension issued pursuant to sub-paragraph 11.2.1 lasts for more than 90 consecutive calendar days, the Designer shall, upon resumption of the Contract, be entitled to additional compensation due to such suspension, as follows provided that the suspension was not attributable to the Designer's fault:

11.2.2.1 The Designer shall receive a lump sum remobilization fee equal to 5% of that part of the fee for Basic Services received prior to the effective date of the suspension.

11.2.2.2 Commencing on the ninety-first day of the suspension period, the Designer's fee for Basic Services remaining to be paid on the Contract shall be increased by .5% for each full month that the suspension remains in effect until the Designer's services on the Contract resume.

11.2.3 The Designer may request the Authority to provide a status report on the progress of the Project and the Authority shall respond to such request within fourteen days of receipt.

11.2.4 The Designer may, in writing, submit a request to the Authority to issue a written suspension of the Contract. The Authority shall respond to such written notice of suspension request within fourteen days of receipt.

11.3 Termination

11.3.1 By written notice to the Designer, the Authority, with prior written approval of the Department, may terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Designer, all compensation and reimbursement due to the Designer in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Designer.

11.3.2 By written notice to the Authority, the Designer may terminate this Contract:

11.3.2.1 if the Authority, within sixty (60) days following written notice from the Designer of any default by the Authority under the Contract, shall have failed to cure such default; or

11.3.2.2 if, after the Designer has performed all services required during any phase prior to construction and at least six (6) months have elapsed without receipt by the Designer of approval to proceed with the next phase of the Project, provided the delay was not the

fault of the Designer. This provision shall not apply to a Designer who has received a notice of suspension pursuant to paragraph 11.2.

- 11.3.2.3 Upon a proper termination by the Designer, the Designer shall be compensated as provided in sub-paragraph 11.3.1 above.

11.4 No Award of Construction Contract

If the Construction Contract is not awarded by the Authority within one hundred twenty (120) days after the receipt of general bids for the Project and the bids having not been rejected and the project has not been suspended, the Designer shall be paid as if a contract for construction were awarded per the payment schedule provided in the RFS. This paragraph 11.4 does not apply, however, if the Designer has been directed to perform design revisions pursuant to paragraph 3.4.2, for the purposes of bringing the design of the Project within the Construction Budget.

ARTICLE 12: NOTICES

Any notice required to be given by the Authority or Department to the Designer, or by the Designer to the Authority or Department, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Designer or the Authority or Department at the addresses specified on page one of this Contract or such other address of which the party may have been given notice hereunder. Notices to the Department shall be sent to the attention of the Director of the Project Management Unit

ARTICLE 13: INDEMNIFICATION OF AUTHORITY AND DEPARTMENT

- 13.1 The Designer shall defend, indemnify and hold harmless the Authority and the Department, their officers, agents and employees, against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the Authority or the Department may sustain, incur or be required to pay, arising out of or in connection with services performed under this Contract, by reason of any negligent action or inaction or willful misconduct of the Designer, a person employed by the Designer, or any of its sub-consultants or subcontractors; provided that:
- 13.1.1 The Designer is notified of any claim within a reasonable time after the Authority becomes aware of it; and
- 13.1.2 The Designer is afforded an opportunity to participate in the defense of such claim.
- 13.2 In the event the Designer assumes its obligations to defend, indemnify and hold harmless the Authority and the Department pursuant to paragraph 13.1, the Designer shall have the right to disapprove any negotiated settlement of such claim.

ARTICLE 14: INSURANCE

14.1 Professional Liability Insurance

In accordance with M.G.L. c.7C, sect. 51(e), the Designer shall, at its own expense, obtain and maintain a Professional Liability Policy covering errors, omissions, or negligent acts arising out of the performance of the scope of services set forth in the RFS in a minimum amount equal **\$1,000,000**. The Designer may have a Professional Liability Policy with a deductible which exceeds \$15,000 if it submits a statement of current net worth to EOHLC demonstrating to the Department's satisfaction that it has financial resources sufficient to directly absorb the possible liability expense of such a deductible amount. The designer is responsible for the payment of any and all deductibles, self-insured-retentions or portion thereof. The insurance company rating shall be AM Best A- or better, or equivalent. Insurance limits shall have no limitation on liability. Excess Coverage is permitted at the sole discretion of the Designer.

The coverage shall be in force from the time of the application for consideration to six (6) years beyond the date of the final invoice under a Work Order. Since this insurance is normally written on a year-to-year basis, the Designer shall immediately notify EOHLC should coverage become unavailable or should there be a change in its insurer during the period covered by this RFS.

Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with EOHLIC. Any cancellation of insurance, whether by the insurers or by the insured, shall be given in writing by the party proposing cancellation to the other party and to EOHLIC, at least thirty (30) days prior to the intended effective date thereof, which date should be expressed in said notice.

Subcontractors and sub-consultants hired by the Designer will also be required to meet the requirements of Professional Liability Insurance as outline above.

14.2 Worker's Compensation Insurance

The Designer shall, before commencing any work under this RFS, provide, by insurance, for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. Chapter 152, as amended, to all persons employed by the Designer and shall continue such insurance in full force and effect during the term of this RFS.

14.3 Asbestos, Lead and other Hazardous Materials

To the extent the Contract or Approved Scope of Services requires hazardous material consulting services, Subcontractors who perform Hazardous Materials Consulting Services, shall possess pollution liability coverage for bodily injury and property damage, asbestos, lead paint tank removal, contaminated soil, including on-site and off-site injury, including legal defense, investigation, and clean-up costs. The Pollution Limit of liability shall be \$1,000,000 per occurrence and \$3,000,000 aggregate. Continuous coverage is to be maintained for a minimum of six years. The insurance policy shall cover the liability of the Designer, and its Sub-Consultants or Subcontractor, as applicable, during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere, or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include legal defense, investigation and on and off-site clean-up costs.

In addition, the Designer's Professional Liability Insurance should provide coverage for the Designer to coordinate the work described in Section 7.2.3 above (consultant services for the testing for and abatement of, asbestos, lead or other hazardous materials.) If the Designer's insurance coverage is such that the Designer would be prohibited from doing this work, the Designer should not submit an application pursuant to this RFS.

14.4 Commercial General Liability Insurance (CGL)

The Designer shall carry CGL written on an occurrence basis with coverage no less broad than the most recent version of ISO CG 00 01. No amending or exclusionary endorsements material to obligations in this Contract may be attached. Limits shall not be less than \$1,000,000 each occurrence. EOHLIC and the Awarding Authority shall each be listed as an additional insured on a form no less broad than CG 20 38.

14.5 Automobile Liability Insurance

The Designer Shall carry Automobile Liability insurance covering all owned, non-owned and hired automobiles at a limit of not less than \$1,000,000 each accident or loss. Limits may be provided through a combination of primary and umbrella policies.

14.6 Valuable Papers Insurance

The Designer shall carry Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by the RFS in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is archived per 6.1.6. This coverage shall include coverage for relevant electronic media.

ARTICLE 15: STATUTORY REQUIREMENTS

15.1 Governing Law

This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

15.2 Agent for Service of Process

If the Designer's principal place of business is outside of the Commonwealth of Massachusetts, the Designer shall appoint an agent for the service of process as provided in M.G.L. c.227, §5. The power of attorney

reflecting such appointment shall be filed with the Secretary of State as provided in M.G.L. c.227, §5. Copies of the power shall be provided to the Authority and Department. There shall be no lapse in such agency for as long as the Designer may have potential liability.

15.3 Truth-in-Negotiations Certificate (MGL c.7, §38H)

If the Designer's fee has been negotiated, the Designer must file a truth-in-negotiations certificate prior to execution of this Contract by the Authority. The certificate shall contain:

- 15.3.1 A statement that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and
- 15.3.2 An agreement that the original Fee for Basic Services and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Authority determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

15.4 Certification Pursuant to MGL c.7 §38H (e): In accordance with MGL c.7 §38H(e), the person signing this contract certifies, as a duly authorized signatory of the Designer, that the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract for Designer Services; no sub-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 Designer, sub-consultant or subcontractor of a contract by the Designer; and no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Contract for Designer Services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract to the Designer.

15.5 Supplier Diversity Program Participation Goals – Executive Order 524.

Unless other stated in the RFS, if the Fee for Basic Services for this Contract is **\$100,000 or more**, the Designer shall subcontract a minimum of twenty-one and six-tenths percent (21.6%) of its work to MBE (6.6%) and WBE (15%) business enterprises certified by the Supplier Diversity Office, formerly known as SOMWBA. A directory of SDO certified firms can be located on SDO's website, <https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>. If the Designer is a SDO certified MBE or WBE, the requirements in this paragraph 15.5 are not applicable.

15.5.1 The Designer shall complete and submit at the time of contract execution a completed Participation Schedule which is attached to this contract as **Attachment B** in order to be in compliance with paragraph 15.5 above.

15.5.2 If the Designer requires any of the following it must do so in writing by email, to the Department.

- 15.5.2.1 a time extension for the submission of its Participation Schedule;
- 15.5.2.2 a reduction in the participation goals stated in the RFS; or
- 15.5.2.3 a waiver from the participation goal requirements.

15.5.3 If the Department determines that compliance with participation goals are not feasible it has the discretion to reduce or waive these goals at any time prior to contract award. Such waiver shall be granted only upon the Designer showing that good faith efforts have been made to comply with the participation goals.

15.5.4 The completed Participation Schedule, Letters of Intent and, if necessary, requests for a reduction in participation goals or a waiver from participation goals may be sent electronically to: david.mcclave@mass.gov with a Subject Line or Heading:

ATTENTION: SDP Participation for (project name).

15.6 Accounting Requirements: The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the Project by the Designer and each sub-consultant or subcontractor employed by the Designer. The Authority, the Department, and the Commonwealth's Inspector General may at all reasonable times

audit such records that directly pertain to this Contract. On a Contract where the Fee for Basic Services exceeds **\$100,000** the Designer shall comply with MGL c.30 §39R which requires the Designer to:

15.6.1 Maintain accurate and detailed accounts for a six-year period after the final payment;

15.6.2 File with the Authority annual audited financial statements.

15.6.3 Internal Management and Financial Controls. The Designer shall file with the Authority a statement on Internal Accounting Controls on its letterhead as prescribed in Attachment C and a statement from an independent certified public accountant (CPA) on its letterhead as prescribed in Attachment D to this contract.

15.7 Revenue Enforcement and Protection Program (REAP): Pursuant to MGL c.62C §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Designer and/or individuals in the Designer are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

15.8 Interest of Designer

The Designer covenants that:

15.7.1 he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would unlawfully conflict in any manner or degree with the required services to be performed under this Agreement or which would violate MGL c.268A, as it may be amended;

15.7.2 in the performance of this Agreement, no person having any such interest shall be employed by the Designer, and

15.7.3 no partner or employee of the Designer is an immediate family member (as defined in 760 CMR 4.02) of any Authority Board member or employee of the Department.

15.9 Equal Opportunity

The Designer shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces or presence of children, or political preference.

15.10 Executive Orders

The Designer shall comply with the provisions of M.G.L. c.151B; Executive Order No. 524 Establishing the Massachusetts Supplier Diversity Program (SDP), Executive Order 526, Order regarding Non-Discrimination, Diversity, Equal Opportunity, and Affirmative Action; pertaining to minority and women owned business enterprises; Executive Order 527 establishing the Office of Access and Opportunity and Opportunity and Executive Order 481, prohibiting the use of undocumented workers on state contracts as stated in 15.12 and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, regulations and any amendments are incorporated herein by reference and made a part of this Contract.

15.11 Certification of Non-Collusion

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

15.12 Worker Documentation Certification

The undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that the it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

ARTICLE 16: PHASES OF THE WORK: GENERAL INFORMATION

- 16.1 The Designer shall discuss with the Authority and the Department the requirements for each phase before beginning work on that phase.
- 16.2 The Authority and the Department will review and approve the Designer's submissions for each phase of the work, as described in the RFS and Article 17. An electronic version of each submission package is to be submitted into the EOHLC project management system called Cap Hub. In addition, up to five hardcopies of each submission shall be provided if requested as part of Basic Services.
- 16.3 The description of Designer services required during the various phases of the work as described in the RFS and Article 17 may include specification of the number of submissions the Designer will be required to make and estimates of the approximate number of meetings that the Designer will be required to prepare for and attend during each phase. Notwithstanding these estimates, the schedule set out in the RFS sets forth the actual schedule for the Designer services required to be maintained under this Contract unless modified in writing by the Authority and Department.
- 16.4 If the Designer is required to make submissions in excess of the number specified or if the Designer is required to prepare for and attend meetings in excess of the number specified for a Phase, the Designer shall be entitled to compensation for extra services, provided, however, that in no event shall the Designer be entitled to such compensation if the Department shall have reasonably determined that the additional submissions or the additional meetings were required, in whole or in part, due to either the Designer's lack of preparation, or other fault due to deficiencies or omissions in documents prepared by the Designer.
- 16.5 The Designer shall prepare and distribute meeting notes of all meetings with the Authority and/or the Department and other meetings about the Project to all persons specified by the Authority.
- 16.6 The Designer shall attach a completed Designer Document Submission Transmittal Form to each submission. The form is available from the Department and a link is provided in the Cap Hub submission portal.

ARTICLE 17: PHASES OF THE WORK

17.1 Conceptual Phase

The RFS (Attachment A) specifies the work to be performed during this phase.

17.2 Schematic Design Phase

The RFS (Attachment A) specifies the work to be performed during this phase. In addition, those items listed below are required during this phase.

17.2.1 The Designer shall present and explain the Schematic Design to the Authority Board of Commissioners.

17.2.2 The Designer shall present and explain the Schematic Design to the Local Residents Organization, if any such organization has interest.

17.3 Design Development Phase

The RFS (Attachment A) specifies the work to be performed during this phase.

17.4 Construction Documents Phase

The RFS (Attachment A) specifies the work to be performed during this phase. In addition, the Designer shall:

17.4.1 Prepare complete bidding documents and forms, including the contractual forms and general conditions which shall be supplied by the Department. The Designer shall only modify these contractual forms and general conditions as authorized by the Department.

17.4.2 Prepare complete construction drawings for architectural, site, landscaping, structural, sanitary, electrical, mechanical, and all other aspects of work necessary to permit firm bids for construction of the Project.

17.4.3 Prepare complete specifications describing all materials, workmanship, and labor to permit firm bids for construction of the Project.

- 17.4.4 Prepare a detailed cost estimate when the documents are 100% complete in a format approved by the Department.
- 17.4.5 Meet with the local building inspector to review the construction documents and assist the Authority in obtaining any necessary waivers, approvals, and permits, including a building permit. The Designer shall provide the documentation necessary to obtain such waivers, approvals, and permits and provide technical advice in answer to any questions posed by the permitting authorities.
- 17.4.6 Prepare, have printed, and then distribute the bid documents meeting all legal requirements at the advertised locations for viewing and pick-up.
- 17.4.7 Meet with the Authority and the Department a maximum of two times to review the construction documents prior to their being finalized.

17.5 Bidding Phase

After the Designer has distributed the bid documents meeting all legal requirements the Designer shall:

- 17.5.1 Receive all inquiries relating to the bid documents and, when necessary, answer questions by preparing and issuing written addenda. The Department shall review and approve all such addenda prior to issuance to bidders.
- 17.5.2 When sub-bids are required:
 - 17.5.2.1 Sub-bid openings are conducted electronically through e-bidding vendors.
 - 17.5.2.2 The Department reviews sub-bids for completeness and accuracy.
 - 17.5.2.3 Check references of sub-bidders only if requested by the Authority and make written recommendations as to their qualifications.
 - 17.5.2.4 The e-bidding vendors prepare and distribute the filed sub-bid tabulation to all prospective bidders. The tabulation shall be reviewed and approved by the Department prior to its issuance to bidders.
- 17.5.3 The general bid opening is conducted electronically through e-bidding vendors.
- 17.5.4 The Department reviews the general bids for completeness and accuracy.
- 17.5.5 The Department and the Authority review alternates and their acceptance. Recommendations may be requested by the Department and the Authority.
- 17.5.6 Check references of the lowest eligible and responsible general bidders and make written recommendations as to their skill and ability to perform the specified work. If that bidder is rejected, check references of the next eligible bidder.
- 17.5.7 If the Project has to be re-bid because of a defect in the bid documents or procedures, the Designer shall correct the defect and take the necessary actions for re-bidding the Project on proper bid documents without any additional compensation to the Designer.
- 17.5.8 If the bid of the lowest eligible and responsible bidder exceeds the Construction Budget, the Designer shall, if instructed in writing by the Authority and the Department, revise the scope or quality of the Project for the purposes

of bringing the cost within said Budget. All revisions made to the Project under this subparagraph shall be subject to the approval of the Authority and the Department. If the Project is revised and re-bid pursuant to this paragraph, the Designer shall not be entitled to additional compensation for its costs in making revisions or taking the necessary actions for re-bidding the Project.
- 17.5.9 If, due to no fault of the Designer, the advertisement for bids does not appear in the Central Register within 90 calendar days after the approval of the bid documents, the Department shall adjust the Construction Budget to reflect any changes in construction costs due to such bidding delay. Such action shall not affect the Fee for Basic Services.
- 17.5.10 If the Authority awards a construction contract for an amount that exceeds the established Project Construction Budget set out on page one, such an award will not affect the Fee for Basic Services.

17.6 Update the Capital Planning System Phase:

- 17.6.1 EOHLC and all Local Housing Authorities utilize CPS to electronically gather, track, and forecast inventory and condition data for the Commonwealth's supply of state-assisted public housing.
- 17.6.2 EOHLC will provide a "CPS Inventory Component Verification" form in Cap Hub in conjunction with the Low Bid Approval Letter. This form will have instructions and a list of all of the inventory components for all of the facilities at the subject development. The form will be in Microsoft Excel format to be edited by the Project Designer as required by the project at or just prior to Substantial Completion of the project. The form is to be uploaded in cap hub in the Document Tabin Excel format along with the Certificate of Substantial Completion (CSC).

17.7 Construction Administration Phase - Obligations during Construction

Following the execution of the Owner-Contractor Agreement, the Designer shall undertake all the obligations set out in the Construction Handbook, including, but not limited to:

- 17.7.1 Administering the Owner Contractor Agreement in accordance with the Construction Contract Documents and any subsequent modifications mutually agreed upon.
- 17.7.2 Hiring a Project Representative, either as an employee of the Designer or as a subcontractor to the Designer, to monitor construction, unless the Department waives this requirement. See paragraph 7.4 for reimbursement.
- 17.7.3 Conducting the pre-construction conference and attending dispute conferences and other meetings (whether in the field or elsewhere) when requested by the Authority or Department.
- 17.7.4 Coordinating and observing tests required by the Contract Documents for Construction or tests otherwise requested by the Designer to determine the extent to which the work conforms to the requirements of the Contract Documents for Construction. If tests are required by the Authority or Department in addition to those required by the Contract Documents for Construction or the Designer, the coordination and observation of these tests shall be compensated under Article 6 Extra Services.
- 17.7.5 Promptly checking and approving or taking other appropriate action with respect to samples, schedules, shop drawings, and other submissions by the General Contractor.
- 17.7.6 Attending weekly job meetings at the Project to observe the quality and progress of the work, and furnishing a written field report to the Department and Authority for every such visit, including minutes of each job meeting.
- 17.7.7 Requiring each sub-consultant or subcontractor to the Designer to make visits to the Project as necessary during the time that construction is occurring on the portion of the work to which the sub-consultant's or subcontractor's services relate and to make a final written report concerning the portion of the work to which that sub-consultant's or subcontractor's services relate.
- 17.7.8 Recommending actions to be taken which may include condemnation or rejection of any work that the Designer determines fails to conform to the Owner-Contractor Contract.
- 17.7.9 Preparing proposal requests for changes and reviewing proposed change orders. Reviewing and recommending appropriate action and where required, preparing change orders, on all requests for a change in any Contract Document for Construction, including a review of the cost and time of such change. Change order work by the Designer shall be compensated in accordance with Article 8.
- 17.7.10 Reviewing and recommending approval of the General Contractor's applications for payment, including certifying that to the best of the Designer's knowledge, the percentage of work included in the application for payment is accurate and the work performed conforms to the Contract Documents for Construction.
- 17.7.11 Checking the general accuracy and completeness of the as-built information maintained by the General Contractor during Construction.
- 17.7.12 Preparing one (1) preliminary punchlist of incomplete or deficient work items for a sample apartment (where applicable) to establish a standard of acceptable work quality for the project.

- 17.7.13 Performing a substantial completion inspection and preparing one (1) non-monetized punchlist of incomplete or deficient work items.
- 17.7.14 Issuing the Certificate of Substantial Completion of Construction.
- 17.7.15 Using the Cap Hub Construction tab for all construction management requirements of the Design Consultant as described in the Construction Handbook. Cap Hub system notifications will be sent for specific design consultant tasks for each stage of Construction -- Pre-Construction Meeting through Closing/Warranty.

17.8 Completion Phase

Upon acceptance of the Certificate of Substantial Completion of Construction by the Authority and the Department, the Designer shall administer the Owner-Contractor Contract until the expiration of the one-year construction warranty period, including:

- 17.8.1 Performing one (1) inspection of the work in order to prepare a monetized punchlist with a cost assigned to each incomplete or deficient work item or to determine that the Project is complete.
- 17.8.1 With respect to a completed Project, preparing a Certificate of Final Completion.
- 17.8.3 With respect to a monetized punchlist, preparing a Certificate(s) of Partial Release of Retainage as required.
- 17.8.4 With respect to of a monetized punchlist, re-inspecting the work up to three times in order to determine that the punchlist work is completed.
- 17.8.5 In the case of a monetized punchlist, preparing the Certificate of Final Completion when the punchlist work is completed.
- 17.8.6 Preparing the Contractor's Application(s) and Certificate(s) for Payment as necessary.
- 17.8.7 Attending meetings and dispute conferences as necessary.
- 17.8.8 Obtain from and check the general accuracy and completeness of the as-built information maintained by the General Contractor during Construction and performing the necessary drafting and editing of all record drawings. Upon completion of the required drafting and editing the Designer shall both submit the complete bid documents into Cap Hub and transmit one PDF file of the as-built set of documents to Biddocsonline to be archived. The PDF documents shall be forwarded via email to support@biddocsonline.com. If the documents are too large to email, please forward a CD to BidDocs ONLINE, P.O. Box 51, Groton, MA 01450. All documents should be accompanied by a transmittal indicating the Housing Authority, the project name, the development name and number, the EOHLC number and the Designer's contact information.
- 17.8.9 Obtaining from the General Contractor all maintenance and operating manuals, occupancy permits, guarantees, and other similar relevant materials.
- 17.8.10 Update the Capital Planning System.
- 17.8.11 Nine (9) months after the date of substantial completion, performing one (1) site inspection and preparing a list of construction warranty deficiencies.
- 17.8.12 Contacting the General Contractor to ensure that all such warranty deficiencies are being addressed.
- 17.8.13 Performing one (1) site inspection to see that all such warranty deficiencies have been corrected.
- 17.8.14 Evaluation of Contractor

The Designer shall assist the Authority with providing the written Contractor Evaluations required of the Authority per MGL c.149 §44D(7) at the completion of approximately 50% of the Construction Phase and again within 70 days of the date of Substantial Completion for construction, on forms provided by the Department.

- End -

ATTACHMENT A

REQUEST FOR DESIGNER SERVICES

**Copy in Cap Hub
Document Tab under
Planning**

ATTACHMENT B

PARTICIPATION SCHEDULE FOR DESIGNER CONTRACTS BY SDO CERTIFIED MINORITY AND WOMEN BUSINESS ENTERPRISES

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES**

This form shall be submitted to EOHLC by the Designer upon execution of the Contract for Designer Services attached hereto and updated at the time of fee amendments.

_____ **Housing Authority** _____
Development Number
EOHLC Project No: _____

<u>Name of Company</u>	<u>Description of Work</u>	<u>M/WBE</u>	<u>Dollar Value Participation</u>
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____
6. _____	_____	_____	\$ _____

Dollar Value of MBE Commitment: \$ _____

Dollar Value of WBE Commitment: \$ _____

Total Dollar Value Commitment: \$ _____

Original Contract Amount \$ _____

DESIGNER CERTIFICATION

The undersigned certifies under the penalties of perjury that (1) it intends to subcontract with the above listed firms for the identified work and dollar amounts (unless a waiver or partial waiver has been granted by the Department) and (2) certifies that he/she has read the terms and conditions of the EOHLC Designer Contract with regards to MBE/WBE participation and is authorized to bind the Designer to the commitment set forth above.

Date _____

Name of Architect/Engineer

Authorized Signature

Address

City, State & Zip Code

ATTACHMENT C

<p>M.G.L. c.30 §39R - INTERNAL ACCOUNTING CONTROLS APPLIES TO CONTRACTS OF \$100,000 OR MORE SAMPLE LETTER TO BE PREPARED ON DESIGNER'S LETTERHEAD</p>

Date

Executive Director
Enfield Housing Authority
123 Reservoir Street
Enfield, MA 01234

RE: Enfield 667-2

Dear:

This letter is being submitted in accordance with Article 15.5.4 of the Contract for Design Services for the above captioned project. Please be advised that our firm has a system of internal accounting controls which assures that:

1. transactions are executed in accordance with management's general and specific authorization;
2. transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;
3. access to assets is permitted only in accordance with management's general or specific authorization; and
4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Sincerely,

ATTACHMENT D

<p>MGL c.30 §39R – INTERNAL ACCOUNTING CONTROLS APPLIES TO CONTRACTS OF \$100,000 OR MORE SAMPLE LETTER TO BE PREPARED ON CPA’S LETTERHEAD</p>

Executive Director
Enfield Housing Authority
123 Reservoir Street
Enfield, MA 01234

RE:

Dear

Please be advised that we have reviewed the Statement of Internal Accounting Controls prepared by the _____ in connection with the

Name of Designer

above-captioned project. This statement is required under M.G.L. c.30 §39R. In our opinion, representations of management are consistent with our evaluations of the system of internal accounting controls. In addition, we believe that they are reasonable with respect to transactions and assets in the amount which would be material when measured in relation to the firm's financial statements.

Sincerely,

(CPA)

ATTACHMENT E

**for use on electronic submission to Cap Hub
CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. _____**

WHEREAS, the parties, the _____ Housing Authority and
_____, Designer, hereto did enter into an agreement for
Designer Services for _____ at _____ on _____
Description of Work Development Number Date of Contract

EOHLC Project Number: _____

WHEREAS, the parties wish to amend said agreement as follows:

Article I - Fee for Basic Services/Extra Services:	Original Contract	After this Amendment
Execution of Contract	\$ _____	\$ _____
Concepts Phase Approval	\$ _____	\$ _____
Schematic Design Phase Approval	\$ _____	\$ _____
Design Development Phase Approval	\$ _____	\$ _____
50% Construction Docs. Phase Approval	\$ _____	\$ _____
100% Construction Docs. Phase Approval	\$ _____	\$ _____
Construction Contract Award	\$ _____	\$ _____
Substantial Completion of Construction	\$ _____	\$ _____
Warranty Inspection Report	\$ _____	\$ _____
Total Fee		\$

This amendment is a result of: _____
(Attach narrative if amendment requires explanation beyond a few sentences)

Article II, Construction Budget:

Original Budget: \$ _____

Amended Budget \$ _____

All other terms and conditions of said contract remain in full force and effect.

Attachments: _____

**DOCUMENT(S) TO BE SUBMITTED THROUGH THE FEE AMENDMENT WINDOW IN CAP HUB.
ELECTRONIC APPROVALS WILL OCCUR IN CAP HUB FOR THE DESIGN CONSULTANT, THE LHA AND
THE DEPARTMENT.**

ATTACHMENT F

DESIGNER'S AFFIDAVIT OF PAYMENTS TO MINORITY OR WOMEN OWNED ENTERPRISES (MBE/WBE FORM)

Commonwealth of Massachusetts
Executive Office of Housing and Livable Communities

TO: David McClave, Director of Procurement and Construction
Email form to David.McClave@mass.gov

FROM: _____

RE: Contract for _____ Housing Authority
Development No: _____
EOHLC Project No: _____
Original Contract Amount: _____

The undersigned certifies under the penalties of perjury that the M/WBE firms listed below have participated and received the following payments from the above Designer for work performed on the above referenced contract.

<u>NAME OF MBE/WBE FIRM & CERTIFICATION</u>	<u>WORK PERFORMED</u>	<u>SUBCONTRACT AMOUNT</u>	<u>TOTAL PAYMENTS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Designer

Signature

Date

ATTACHMENT G

DESIGNER INSURANCE DOCUMENTATION

Submit insurance as required by Article 14 of the Contract for Design Services

Debarment, Suspension, Prohibition from Professional Practice

(to be completed by the prime consultant and each subconsultant made part of the Design Team)

I, _____ certify that _____
(name of principal) *(name of AE or firm)*
is not debarred, suspended or otherwise prohibited from professional practice by any
Federal, State or Local Agency.

By: _____

Title: _____

Date: _____

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Acceptance of Contract Terms

(to be completed by the prime consultant)

Upon selection and successful negotiation of the hourly rates, I,

_____, certify that _____

name of principal

name of AE or firm

will accept all the contract terms and conditions indicated to be made part of the contract for the AE services, including the following:

- Contract for Designer Services
- This RFQ, excluding attachments which will be completed by the selected firm in its proposal;
- The Proposal Submission from the selected firm; and
- Certificates of Insurance as required, listing the WHA as “additionally insured.”
- Addendum _____

By: _____

Title: _____

Date: _____

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Worcester Housing Authority
Modernization Department
Steve Alvarez, *Chief of Facilities Management & Planning*
Alvarez@WorcesterHA.org
(508) 635-3301

Date:_____

Firm Name:_____

Subject: Debarment/Suspension Letter for: 348188 Request for Qualifications

As a potential firm on the above contract, the WHA requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification shall be done by completing and signing this form and submitting with your bid.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department of agency.

Name:_____

Please Print Clearly

Signature:_____

Company:_____

Address:_____

Address:_____

Email Address:_____

Phone/Fax #s _____ / _____

Date:_____

CERTIFICATE OF TAX COMPLIANCE

REAP CERTIFICATION: Pursuant to M.G.L. c. 62 c, sec. 49 (a),

The individual signing this Contract on behalf of the Firm, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Firm has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Name of Firm

Street Address

City / State / Zip

Phone / Fax

Email Address

By: _____
Signature

Print Name here

Non-Collusive Affidavit

Affiant is _____ (an officer/sole proprietor) of _____
noted on the Certificate of Corporation Clerk/Sole Proprietor.

The bidder that has submitted the attached bid.

Affiant is fully informed respecting the preparation and contents of the attached Request for Qualifications (RFQ) and of all pertinent circumstances respecting such RFQ.

Such bid is genuine and is not a collusive or sham bid.

Neither the said bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, Firm or Person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication to conference with any other Bidder, Firm, or Person to fix the price or prices in the attached bid or of any other Bidder, or to fix an overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Worcester Housing Authority or any person interested in the proposed Contract.

The qualifications submitted in the attached bid is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representative or employees, owners or parties in interest, including this affiant.

Signed: _____

By: _____

Title: _____

Date: _____
