

**REQUEST FOR QUALIFICATIONS**

**FOR**

 **PUBLIC SAFETY FACILITY**

**FEASIBILITY STUDY**

*October 23, 2024*

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 ADVERTISEMENT

#  REQUEST FOR QUALIFICATIONS – FEASIBILITY STUDY

The Town of Dalton (Owner) is seeking the services of an individual or firm (the Designer) as further defined in this Request for Qualifications to conduct a Feasibility Study based on the following alternatives:

* A new Police Public Safety Building to be in Dalton, MA. The Designer shall determine the requirements for a new combined Police Public Safety facility/Communication/EMD and Training.
* Alternatively, if separate facilities are appropriate, first determine the adequacy and life span of the existing police; determine the requirements for a separate Police Station Facility.

The feasibility study shall determine if there are benefits for the Town to proceed with new Police Department, Communications, EMD and spaces for training, community rooms, shared mechanicals, storage of vehicles and climate-controlled spaces, and providing a legally code compliant and accessible building using energy efficient heating and cooling systems. Fees will be negotiated and not to exceed **$65,000.00**.

Request for Qualifications and Proposal Forms may be obtained through Thomas Hutcheson, Town Manager at thutcheson@dalton-ma.gov starting October 23, 2024. Electronic proposals, clearly marked “PUBLIC SAFETY FACILITY FEASIBILITY STUDY” **must be received by email no later than November 20, 2024, at 12:00 P.M.**

The Town’s Public Safety Facility Advisory Committee, acting as the Evaluation Committee for the project, will make a recommendation to the Town for the award of the contract. The Town reserves the right to reject all proposals, wholly or in part, and make such award as it determines to be in the best interest of the Town.

This RFQ is issued in accordance with, and subject to, M.G.L. c. 7C, §§44-58, inclusive (the Massachusetts Designer Selection Law), and otherwise in accordance with the Town of Dalton Selection Procedures attached as Exhibit A hereto. The award of any contract awarded hereunder is subject to the appropriation and availability of funds.

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# DESIGN SERVICES FOR PUBLIC SAFETY BUILDING PROJECT

1. General Information

The Town of Dalton requests proposals from qualified and duly registered architects registered in Massachusetts, and other appropriate respondents to provide designer services for the PUBLIC SAFETY FACILITY FEASIBILITY STUDY, as further described in this RFQ (the “Project”).

All interested parties must submit an electronic copy via email containing complete information as requested in the PROPOSAL SUBMISSION REQUIREMENTS described herein to be received by November 20, 2024 at 12:00 P.M.

A pre-proposal conference will be held on November 06, 2024, at 3:00p.m. at the Dalton Town Hall.

# Project Description

The town is looking for qualified firms to provide services related to the Feasibility Study for a new Public Safety Facility to be located within the Town of Dalton. This RFQ is issued in accordance with, and subject to, M.G.L. c. 7C, §§44-58, inclusive (the Massachusetts Designer Selection Law), and otherwise in accordance with the PSFAC Designer Selection Procedures shown in Section VI and VII.

The feasibility study will provide a clear analysis of the space needs of the buildings and define a schedule of upgrades and/or replacements.

Firms shall bring a deep understanding of and experience with space need assessments/audits within the public sector and in the public safety field in particular. Recent or current work for municipalities will be considered strongly along with robust experience and professional staff. Each applicant must be licensed and registered by the State of Massachusetts as a professional ARCHITECT with a minimum of five years of experience. The Town seeks a firm that is readily available.

Dalton is a Town in Berkshire County, Massachusetts, in the United States. Dalton is located in Western Massachusetts, 125 miles west of Boston. The population of Dalton is 6,300. It is a residential/agricultural community covering 22 square miles, with approximately 48 miles of roads. The Town of Dalton consists mainly of single-family residential homes and multiple family developments on varying lots, many acres of farmland and forest and the Crane manufacturing headquarters. There is limited retail, office, commercial and industrial facilities located in several specifically zoned areas.

# Scope of Services

The general scope of work shall include, but not be limited to the following tasks, to execute the requirements listed above under “Project Description.”

The feasibility study is part of the Town’s efforts to evaluate its existing emergency facilities and space needs. Using generally accepted standards and benchmarks for a community of like size and character, to determine if they are adequate to provide the level of services necessary for the administration, operation, equipment, and training of the Police Department/Communication/EMD and Training Center. The consultant shall make facility recommendations for both short and long-term success, viability, stability, improved efficiency and safety, police officers, civilian staff and citizens looking 30 years into the future. The Designer will be responsible for, but not limited to, providing the following services in accordance with the terms and conditions outlined below.

The Town expects confidentiality during the project. No comments to the media or individuals not directly connected to or involved in the study shall be made without express permission of the Town.

 **The deadline for delivery of the final report is April 30, 2025.**

**Existing Conditions**

1. The Designer shall review all relevant documents including a review of background information that affects the Police Department such as, but not limited to:
	1. Community population and demographics
	2. Residential, commercial, industrial, and municipal features of the community
	3. Current Fire and Police operations, standards, regulations, and practices.
2. The Designer shall conduct a physical inspection, assessment, and documentation of the existing Police Station. Assess a identify any immediate needs or longer-term issues that might be entered into a maintenance or capital improvement plan.
3. Identification of deficiencies related to accessibility, code, health, and life safety issues.

**Programming/Space Needs Analysis**

1. The Designer shall take into consideration a growing population, potential commercial development, changeable demographics and increasing risk factors, to analysis the adequacy of the existing sites while recognizing that future conditions might warrant a change in the site locations that would accommodate a new facility. The Feasibility Study will consider up to four properties and explore how regionalization might be beneficial to the town.
2. The Designer shall establish existing department needs (including public access and use) that are practical, cost-effective, can support the programs, and supported by the taxpayers.
3. The Designer shall determine each department’s physical needs, including storage and parking (staff, public, deliveries, and visitors), circulation, and square footages for the various spaces will be determined from which conceptual layouts can be generated.
4. The Designer shall solicit input from the following individuals through either conference calls or personal interviews: Police Department Command Staff Officers/Members and Elected/appointed officials.
5. The Designer will attend meetings as needed to achieve deliverables, contribute to setting agenda topics and scheduling meetings as appropriate. Additionally, the Designer shall prepare and submit timely minutes of design and project meetings to the Project Steering Committee.
6. The Designer shall determine the space needs of Police Departments and the relevant design criteria. Deliverables: A written report summarizing the space needs of both departments as separate facilities and space needs based on a shared public safety facility including common space needs that potentially could be shared with the community and other municipal departments.
7. Programming is an iterative process with each department that is refined from an initial “wish” list to a realistic needs list for current and future operations. The programming and space needs analysis will be conducted with each department separately, then together, to discuss building access/security, functionality, and the potential for shared spaces in a combined facility scenario.
8. The Designer shall prepare a comprehensive and complete space analysis and submit a program list with function and square footage requirements based on each department needs.
9. For all Police activities, the Designer shall submit a program list with each function, square footage requirements and recommended floor plans for each of the following scenarios:
	1. Existing Public Safety Facility
	2. Stand-alone Police Station

**Site Assessment**

1. The Designer shall provide a preliminary assessment and evaluation of existing sites to determine the suitability for rehabilitation for the existing Police Station.
2. The Designer shall identify both Town owned parcels and private parcels for a combination Police Department Site and available sites to adequately accommodate a separate Police Department t and a Site Analysis Matrix based on the development potential of the sites.
3. The Designer’s site analysis shall include hazardous materials investigation, wetlands verification survey, subsurface soil conditions, storm-water drainage issues, location of utilities, evaluate vehicular access.

**Response Time Study**

1. The Designer shall conduct a Response Time Study to provide the public with the reassurance that the location of its fire stations, whether remaining at current locations or moving headquarters to a different location, has been determined, by virtue of historical ‘run’ data and projected growth, to adequately enable an effective response to emergencies.

**Concept Plans**

1. The Designer shall review with the Project Steering Committee, alternative approaches to design and construction of the alternatives including, but not limited to, phasing of the construction, life cycle operations costs, construction type, and current best practices for environmental concerns such as energy efficiency, sustainable building materials, water conservation, indoor air quality, and local and/or recycled sourcing.
2. The Designer shall review the potential building layout plans with the Project Steering Committee and other Town Officials, as appropriate, to sufficiently show the building(s) being suitable to the site with rendering and elevation drawings.
3. The Designer shall generate conceptual site and building plans including notation of existing infrastructure (utilities) and capacities.
4. The alternatives will include a brief description and basis of design narrative to give sufficient project definition for the cost estimator.

**Capital Planning**

1. The Designer shall include the following scenarios in the Capital Plan:
	1. The capital cost to bring the existing building up to modern standards and building code utilizing the current locations.
	2. A new-stand-alone Police Station at a new as-recommended location.
2. Prioritized list of capital improvements needed for properties to continue operations as currently utilized, no building additions improvements or rearrangement of space.
3. The Designer shall generate construction cost estimates from a professional estimator on a square footage basis.
4. The Designer shall summarize the advantages and disadvantages of each alternative to provide greater understanding of the impacts of each alternative.
5. The Designer shall provide value designing preliminary cost estimate based on similar recent projects and acceptable construction costs.
6. The Designer shall identify grant and other funding opportunities.

**The Report**

1. The Designer shall review a DRAFT report with Fire and Police Department Command Staff and appropriate individuals from the Town before the final report is completed.
2. All data, photographs and related information gathered during the review shall be surrendered to and be deemed property of the Town upon payment of final invoice.
3. The final report shall include the following sections:
	1. Executive Summary
	2. Existing Conditions Analysis
	3. Space Needs Assessment
	4. Site Assessment
	5. Response Time Study
	6. Conceptual Plans including estimated capital costs and sequencing plan for budgeting and construction
	7. Capital Plan
	8. Conclusion including setting a timeline and schedule for taking the preferred alternative through the construction process.
4. The Designer shall deliver six (6) bound final report and an electronic copy to the Town in conjunction with an on-site power point presentation (approx. 30-45 minutes in duration) that reviews the key findings of the report that will be presented to elected officials and the Fire and Police Department Command Staff. **The deadline for submission is April 30, 2025.**

**Public Presentation**

1. The Designer shall generate presentation materials describing the need for the study, the process, findings, and potential steps forward for dissemination and discussion to enhance public awareness, understanding and engagement.
2. The Designer shall present said materials and a draft report to the Project Steering Committee and/or the Select Board and modify the DRAFT report as directed before joining the Committee/Board to present at a public meeting.
3. The designer shall present the project at Public Meetings including the potential to attend a Town Meeting to secure funding.

# Minimum Qualifications

All applicants must possess the following minimum qualifications:

1. Massachusetts professional registration and licensing in all applicable disciplines. The project lead must have a minimum of five (5) years licensed in Massachusetts.
2. Thorough knowledge of the Massachusetts State Building Code and Regulations of the Architectural Access Board, and all statutes and regulations governing public building construction projects.
3. Possess and demonstrate a thorough knowledge of and familiarity with the requirements of the Federal Americans with Disabilities Act.
4. Maintain sufficient levels of staff to complete the project in an acceptable time frame.
5. Must have prior to signing of the contract:
	1. Professional liability insurance of $1,000,000.00, or such other higher amount as may be agreed to during contract negotiations.
	2. Workers’ Compensation insurance in accordance with all applicable state laws.

# Proposal Submission Requirements

1. Submit an electronic copy via email containing complete information as requested in the PROPOSAL SUBMISSION REQUIREMENTS described herein to be received by November 20, 2024, at 12:00 p.m.
2. Complete proposals must include the following:
	1. A cover letter of 1 to 2 pages that includes an overview of Respondent or firm; competitive advantages over other designers; and appointment of a key point person with contact information during the selection process.
	2. Capacity and capability to perform the work on schedule by referencing current workload.
	3. Completed Designer Selection Application. Use attached DSB form at Exhibit B hereto.
	4. A list of five current and past public and private projects of similar nature with the name and telephone number of reference person to contact. Photos may also be submitted. The description should include the scope of work, the extent of your involvement with the community, and a description of the final project. Include the date of completion and the construction cost.
	5. A general company/respondent profile or brochure and list of key personnel who will participate on this project with brief resumes included.
	6. The identification of any and all consultants who will work with the applicant with resumes attached. Please identify the individual who will bear primary responsibility for this project.
	7. A work plan outlining the applicant’s approach to the project, schedule and sequencing of tasks, along with a proposed completion date.
	8. Documentation of “Minimum Qualifications” as set forth above.
	9. “Certificate of Non-Collusion” and “Certificate of State Tax Compliance” must be signed by the duly authorized signatory, along with a Corporate Vote or LLC Certification, as applicable, in the forms appearing in Exhibit C hereto.
	10. Conditions of proposal offered, if any; and
	11. Any other information that the applicant considers relevant for the purpose of evaluating its qualifications for the project.

# Selection Process

Upon receipt of proposals, the Town will review all proposals for completeness with the Minimum Criteria by the PSFAC. The PSFAC will then rank the complete proposals based on the Designer Evaluation Criteria listed below. After evaluating the responses, the PFSAC may schedule interviews with at least the two (2) highest scoring Respondents. If selected for the interview, respondents will be expected to provide a presentation of credentials, relevant experience, and approach to the project.

Prior to the interview, the PSFAC will review references. References will be evaluated to identify the capabilities of the respondent, and the quality of previous work as a designer on same type of municipal building design, renovation and construction projects with similar size, scope, and value.

During the evaluation and interview process, the Evaluation Committee reserves the right to request additional information or clarification from any respondent, or to allow corrections of errors or omissions.

The PFSAC will rank the finalists based on total scores and on consideration of references. The Evaluation Committee will discuss the results and select the successful respondent from that list of finalists and commence the fee negotiations. A final award shall be granted by the Town of Dalton Select Board.

# Designer Evaluation Criteria

The PSFAC will evaluate responses based upon the following minimum and comparative criteria.

1. Minimum Criteria: Each response must meet all the criteria set forth in Section V above.
2. Rating System: The following rating system will be used by the PSFAC to evaluate the responses received that have been determined to meet the minimum evaluation criteria listed above. Any responses that do not meet any of the minimum evaluation criteria will be judged unacceptable and not reviewed further. PSFAC will utilize the following point schedule:
	* Highly advantageous: (4 points) response exceeded all RFQ requirements, including format, understanding of project, completeness of proposal.
	* Advantageous: (3 points) response met all RFQ requirements, including format, understanding of project, completeness of proposal evaluation standard for the criterion
	* Acceptable: (2 points) response does not fully meet the evaluation criterion or leaves a question or issue not fully addressed
	* Do Not Meet: (1 point) does not meet minimum listed requirements.
	* No response: (0 point) applicant did not provide documentation or response does not meet the RFQ minimum requirements.
3. Comparative Criteria:
4. Design Experience: The Response will be evaluated in conjunction with examples of municipal projects with similar size and scope, and description of all experience working on municipal building projects.

Highly Advantageous Respondents:

* + Experience with working on five (5) or more same type of municipal new and/or historic renovation projects
	+ Understand the needs of a municipality of similar size and project scope of work.
	+ Demonstrate in the proposed work plan understanding of all the needs and challenges of the project and ability for phasing projects.
	+ Have at least five (5) Chapter 149 public project renovations and/or additional projects with the total project costs estimated to be at least $10 million to $20 million within the last three (3) years.
	+ Proven successfully completed most projects on- time and on budget.
	+ Sustainable building or LEED experience for energy efficient building design

Advantageous Respondents:

* + Experience working on three (3) same type of municipal new and/or Public Safety projects.
	+ Understand the needs of a municipality of similar size and project scope of work.
	+ Demonstrate in the proposed work plan understanding of the needs and challenges of the project and ability for phasing projects.
	+ Have at least three (3) Chapter 149 public project renovations and/or new projects with the total project costs estimated to be at least $10 million to $20 million within the last five (5) years.
	+ Proven successfully completed most projects on- time and on budget.

Acceptable Respondents:

* + Demonstration of relevant skills or experience in the new/construction of public safety facilities projects (preferably public facilities)
	+ Understand the needs of a municipality of similar size and project scope of work.
	+ Demonstrate in the proposed work plan an understanding of the particular needs and challenges of the project.
	+ Have at least three (3) Chapter 149/149A public project renovations and/or additional projects with the total project costs estimated to be at least $10 million to $20 million within the last five (5) years.
	+ Proven successfully completed most projects on- time and on budget.

Respondents that Do Not Meet requirements:

* + No experience with same type of projects
	+ Did not provide adequate response to show understanding of the particular needs of a municipality of similar size and project scope of work.
	+ Did not provide adequate response in the proposed work plan that demonstrates an understanding of the particular needs and challenges of the project.
	+ Have fewer than three (3) Chapter 149 public project renovations and/or projects with the total project costs estimated to be at least $1 million to $5 million within the last five (5) years.
	+ Did not provide adequate response to show record of successfully completed projects on- time and on budget.
1. Project Design, Approach and Timetable: A key consideration for the PSFAC is the ability of the individual/respondent to begin work immediately, maintain an intensive schedule to meet the municipality’s timetable, and to describe how they will produce expected deliverables that meet quality and efficiency of design, as well as cost effectiveness.

Highly Advantageous Respondents:

* + The ability to develop presentation materials for this project.
	+ Can devote sufficient resources to complete the project in accordance with the municipality’s timetable,
	+ Sufficient resources include highly qualified staff and a project leader with specifically relevant experience; staff back-up is available if needed.
	+ Provided excellent response which made appropriate reference to each of the items under Scope of Services regarding Project Approach
	+ Immediately available to commence work.

Advantageous Respondents:

* + The ability to develop presentation materials for this project.
	+ Respondent has experience in these areas, but information provided leaves PSFAC unsure about the respondent’s ability to meet project deadlines, or the application leaves PSFAC unclear about respondent’s ability to make adequate public presentations.
	+ Sufficient resources include highly qualified staff.
	+ Provided excellent response which made appropriate reference to most of the items under Scope of Services regarding Project Approach

Acceptable Respondents:

* + The ability to develop presentation materials for this project.
	+ Respondent has experience in these areas, but information provided leaves PSFAC unsure about the respondent’s ability to meet project deadlines, or the application leaves PSFAC unclear about respondent’s ability to make adequate public presentations.
	+ Sufficient resources include qualified staff.
	+ Provided adequate response which made appropriate reference to most of the items under Scope of Services regarding Project Approach

Respondents that Do Not Meet requirements:

* + The ability to develop presentation materials for this project is not adequately displayed in the application.
	+ Application leaves PSFAC unsure about the respondent’s ability to meet project deadlines, or the application leaves PSFAC unclear about respondent’s ability to make adequate public presentations.
	+ Inadequate or not enough information provided regarding respondent’s resources, including qualified staff.
	+ Did not provide adequate response to most of the items under Scope of Services regarding Project Approach
1. Quality of Written Materials: Evaluators will review the responses in conjunction with any materials provided by the individual/respondent to determine completeness of the proposal, relative quality, readability, responsiveness to the RFQ, and understanding of the project and the role of the Designer.

Highly Advantageous Respondents:

* + Exceeded all RFQ requirements, including format, understanding of project, completeness of proposal.
	+ Organized response according to the minimum and comparative criteria in the RFQ, make it easy for the PSFAC to evaluate the response, demonstrate a clear ability to communicate the elements of a publicly designed and funded project and the role of the designer in similar municipal projects.
	+ Communicate the elements of a publicly designed and funded project and the role of the designer in similar municipal projects.

Advantageous Respondents:

* + Met all RFQ requirements, including format, understanding of project, completeness of proposal.
	+ Responses that demonstrate an understanding of the role of a designer in similar municipal building projects the PSFAC deems similar, and that demonstrate an understanding of this project but do not organize their response according to the minimum and comparative criteria in this RFQ.

Acceptable Respondents:

* + Met all basic proposal requirements, some possible follow-up necessary for clarification.
	+ Responses that demonstrate an understanding of the role of a designer in similar municipal building projects the PSFAC deems similar, and that demonstrate an understanding of this project but do not organize their response according to the minimum and comparative criteria in this RFQ.

Respondents that Do Not Meet:

* + Did not meet one or more of the proposals requirements.
	+ Responses that simply reiterate the scope of services or do not demonstrate an understanding of the role of Designer for this project.

# General and Special Provisions

1. The Town reserves the right to reject any and all responses, waive informalities, and to take whatever action may be deemed to be in the best interest of the Town.
2. All proposals, materials, drawings, plans, etc. submitted in conjunction with the selection process shall become the property of the Town of Dalton and may be disposed of without notification and shall be considered public information.
3. The Designer selected shall be expected to comply with all applicable federal and state laws in the performance of services.
4. The consideration of all proposals and subsequent selection of the successful proposal shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or natural origin.
5. The Designer shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (Chapter 151 B of the Massachusetts General Laws).
6. The provisions relating to nondiscrimination and affirmative action in employment shall follow through all contacts and subcontracts that the successful applicant may receive or award as a result of this contract.
7. Within 10 days of written notice, the selected respondent shall execute the contract in substantially the same form attached as Exhibit D hereto by its duly authorized signatory.
8. The successful Designer will not be considered an employee of the Town and will not receive any benefits of any employee.
9. Prospective respondents who have any questions regarding this Request for Qualifications should contact, **Thomas Hutcheson, Town Manager at** **thutcheson@dalton-ma.gov**and all such responses and any supplemental instructions will be in the form of written addenda which, when issued, will be posted on the Town website, or sent via email if time requires, and shall be expressly acknowledged by respondents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from any obligation under their submission. All addenda so issued shall become part of the Contract Documents.

## The award of any contract hereunder is subject to the appropriation and availability of funds.

1. Timeline

Oct 23, 2024 Advertise RFQ for feasibility study.

Nov 06, 2024 3:00 p.m. – pre-bid meeting

Nov 08, 2024 Deadline for questions.

Nov 20, 2024 Receive submissions from interested design teams.

Nov 27, 2024 PSFAC will meet and rank all submissions.

TBD PSFAC will conduct interviews, select a design team, and negotiate fee proposal. Interviews may be in person or virtual as determined by the PSFAC

Dec 03, 2024 Estimated date for approval.

December 6, 2024 Contract and start work.

**April 30, 2025 DEADLINE: final feasibility study delivered.**

EXHIBIT A - CERTIFICATIONS REQUIRED BY LAW

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

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

COMPLETE AND SIGN BELOW:

Authorized Person’s Signature Date

Print Name & Title of Signatory

Name of Business

Seal if respondent is a corporation

# CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of

(Name of Corporation)

held on it was VOTED that:

(Date)

(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds, and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed, or obligation in this corporation’s name on its behalf by such under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST:

TITLE:

PLACE OF BUSINESS: \_

DATE OF THIS CERTIFICATE:

I hereby certify that I am the clerk of the

(Corporation)

that is the duly elected of (Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

(Clerk)

CORPORATE SEAL:

 , MASSACHUSETTS

# LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY

 , LLC

I, , do hereby certify that:

1. I am the duly elected and acting of

LLC, a limited liability company organized and existing in good standing under the laws of the State of (the “Company”).

1. Attached hereto as Exhibit A is a true and correct copy of resolutions which were duly adopted by the members of the Company on , 20 .
2. The attached resolutions have not been amended, rescinded, or modified and are in full forces and effect on the date hereof in the form originally adopted, and are in conformity with the Articles of Organization and Operating Agreement of the Company.
3. Attached hereto as Exhibit B is a true and correct copy of the Articles of Organization dated

 , 20 and the Operating Agreement dated , 20 .

1. The attached Articles of Organization and Operating Agreement have not been amended, rescinded, or modified and are in full forces and effect on the date hereof.
2. The following person are the Authorized Officers of the Company in the capacities indicated, and the signatures set forth after their names and titles are their true and genuine signatures.

Name Office Signature

Witness, my signature and the seal of the Company this day of , 2023.

Name:

Title:

**AGREEMENT FOR PROFESSIONAL**

**ARCHITECTING SERVICES**

**BETWEEN**

**THE TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_, MASSACHUSETTS**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013 between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Massachusetts corporation, LLC, etc.] with a usual place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the “ARCHITECT,” and the Town of \_\_\_\_\_\_\_\_\_\_\_\_\_, ma, acting by its Board of Selectmen, with a usual place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Town Hall, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the “TOWN”.

The ARCHITECT and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ARCHITECT shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ARCHITECT for services rendered in the performance of this Agreement a lump sum of $\_\_\_\_\_\_\_\_\_\_\_\_, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ARCHITECT shall not exceed $\_\_\_\_\_\_\_\_\_\_\_\_ without the prior written consent of the TOWN.

3. Commencement and Completion of Work

1. This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_ and shall expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated sooner in accordance with this Agreement.
2. Progress and Completion: ARCHITECT shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ARCHITECT shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the ARCHITECT/design profession for projects similar to the Project in scope, difficulty, and location.

1. Responsibility for the Work:
2. The ARCHITECT shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ARCHITECT. Consistent with the standard of care referenced above, the ARCHITECT shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ARCHITECT shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
3. The ARCHITECT shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ARCHITECT from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
4. All consultants must be registered and licensed in their respective disciplines if registration and licensor are required under the applicable provisions of Massachusetts law.
5. The ARCHITECT and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
6. The ARCHITECT shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ARCHITECT.
7. Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.
8. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications, and other documents prepared by the ARCHITECT shall become the property of the TOWN upon payment in full therefor to the ARCHITECT. Ownership of stamped drawings and specifications shall not include the ARCHITECT's certification or stamp. Any re-use of such documents without the ARCHITECT's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ARCHITECT or to the ARCHITECT's independent professional associates, subcontractors, or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ARCHITECT's rights under this Agreement.
9. Compliance with Laws: In the performance of the Work, the ARCHITECT shall comply with all applicable federal, state, and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ARCHITECT available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ARCHITECT and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ARCHITECT must satisfy himself as to the correctness of such information. If, in the opinion of the ARCHITECT, such information is inadequate, the ARCHITECT may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ARCHITECT commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ARCHITECT.

6. Payments to the ARHCITECT

1. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
2. If there is a material change in the scope of work, the TOWN and the ARCHITECT shall mutually agree to an adjustment in the Contract Price.
3. If the TOWN authorizes the ARCHITECT to perform additional services, the ARCHITECT shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ARCHITECT shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ARCHITECT shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ARCHITECT of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ARCHITECT shall constitute a waiver of all claims by the ARCHITECT arising under the Agreement.

9. Terms Required by Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

1. Indemnification

A. General Liability: The ARCHITECT shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ARCHITECT or his employees, agents, subcontractors or representatives.

1. Professional Liability: The ARCHITECT shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ARCHITECT's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ARCHITECT or his employees, agents, subcontractors or representatives.

11. Insurance

1. The ARCHITECT shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of $1,000,000.00.
2. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ARCHITECT shall notify the TOWN should coverage become unavailable.

1. The ARCHITECT shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
2. The ARCHITECT shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
3. The ARCHITECT shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
4. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
5. Upon request of the ARCHITECT, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

1. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
2. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ARCHITECT. In the event that the Agreement is terminated pursuant to this subparagraph, the ARCHITECT shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

1. Assignment: The ARCHITECT shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
2. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

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