REQUEST FOR QUALIFICATIONS
FOR
ON-CALL HOUSE DOCTOR SERVICES
CITY OF NEW BEDFORD
New Bedford Public Schools

New Bedford, Massachusetts

#20300030

September 18, 2019

Jonathan F. Mitchell
Mayor

City of New Bedford
New Bedford Public Schools
455 County St.
New Bedford, MA 02740
Commonwealth of Massachusetts

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

1. Project Name/Location For Which Firm Is Filing:

2. Project #
   This space for use by Awarding Authority only.

3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:

3b. Date Present and Predecessor Firms Were Established:

3c. Federal ID #:

3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):

3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:

3g. Name and Address Of Parent Company, If Any:

3. Check Below If Your Firm Is Either:
   (1) SDO Certified Minority Business Enterprise (MBE)
   (2) SDO Certified Woman Business Enterprise (WBE)
   (3) SDO Certified Minority Woman Business Enterprise (M/WBE)
   (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE)
   (5) SDO Certified Veteran Owned Business Enterprise (VBE)

3h. Email Address:

3i. Telephone No.: Fax No.:

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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<th>Discipline</th>
<th>Total</th>
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<td>Admin. Personnel</td>
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<td>Architects</td>
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<td>Acoustical Engrs.</td>
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<td>Civil Engrs.</td>
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<td>Code Specialists</td>
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<td>Construction Inspectors</td>
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<td>Cost Estimators</td>
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<td>Drafters</td>
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<td>Ecologists</td>
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<td>Environmental</td>
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<td>Fire Protection</td>
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<td>Geotech. Engrs.</td>
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<td>Industrial</td>
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<td>Interior Designers</td>
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<td>Landscape</td>
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<td>Licensed Site Profs.</td>
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<td>Mechanical Engrs.</td>
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<td>Planners: Urban./Reg.</td>
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<td>Specification Writers</td>
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<td>Structural Engrs.</td>
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<td>Surveyors</td>
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<td>Other</td>
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</table>

5. Has this Joint-Venture previously worked together? □ Yes □ No

Updated July 2016

Municipalities & Other Public Agencies Form Page 1
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
  - **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. Include Resumes of Project Managers. 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.

<table>
<thead>
<tr>
<th>a. Name and Title Within Firm:</th>
<th>a. Name and Title Within Firm:</th>
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<tbody>
<tr>
<td>b. Project Assignment:</td>
<td>b. Project Assignment:</td>
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<td>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</td>
<td>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</td>
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<td>MBE</td>
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<td>VBE</td>
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<td>d. Years Experience: With This Firm:</td>
<td>d. Years Experience: With This Firm:</td>
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<tr>
<td>With Other Firms:</td>
<td>With Other Firms:</td>
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<tr>
<td>e. Education: Degree(s) /Year/Specialization</td>
<td>e. Education: Degree(s) /Year/Specialization</td>
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<td>f. Active Registration: Year First Registered/Discipline/Mass Registration Number</td>
<td>f. Active Registration: Year First Registered/Discipline/Mass Registration Number</td>
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<tr>
<td>g. Current Work Assignments and Availability For This Project:</td>
<td>g. Current Work Assignments and Availability For This Project:</td>
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<tr>
<td>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</td>
<td>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</td>
</tr>
<tr>
<td>a. Project Name And Location Principal-In-Charge</td>
<td>b. Brief Description Of Project And Services (Include Reference To Relevant Experience)</td>
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</table>
6b. 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.

<table>
<thead>
<tr>
<th>a. Project Name and Location Principal-In-Charge</th>
<th>b. Brief Description of Project and Services (Include Reference To Relevant Experience)</th>
<th>c. Client’s Name, Address And Phone Number. Include Name Of Contact Person</th>
<th>d. Completion Date (Actual Or Estimated)</th>
<th>e. Project Cost (In Thousands)</th>
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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.

<table>
<thead>
<tr>
<th># of Total Projects:</th>
<th># of Active Projects:</th>
<th>Total Construction Cost (In Thousands) of Active Projects (excluding studies):</th>
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<tbody>
<tr>
<td>Role P, C, JV * Phases St., Sch., D.D., C.D., A.C.* Project Name, Location and Principal-In-Charge</td>
<td>Awarding Authority (Include Contact Name and Phone Number)</td>
<td>Construction Costs (In Thousands) (Actual, Or Estimated If Not)</td>
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* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract
10. Use this space to provide any additional information or description of resources supporting the qualifications of your firm and that of your sub-consultants for the proposed project. If needed, up to three, double-sided 8 ½" x 11" supplementary sheets will be accepted. Applicants are encouraged to respond specifically in this section to the areas of experience requested in the advertisement.

Be specific – no boiler plate

11. Professional Liability Insurance:

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Aggregate Amount</th>
<th>Policy Number</th>
<th>Expiration Date</th>
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</table>

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:

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<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
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14. If Corporation, provide names of all members of the board of directors:

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<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
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15. Names of all owners (stocks or other ownership):

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>% Ownership</th>
<th>MA Reg.#</th>
<th>Status/Discipline</th>
<th>Name and Title</th>
<th>% Ownership</th>
<th>MA Reg.#</th>
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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.

Submitted by: ___________________________ Printed Name and Title: ___________________________ Date: __________
INDEX

Legal Notice

I. PROJECT PARAMETERS

II. CURRENT PROJECT SCOPE AND STATUS

III. REQUEST FOR PROPOSAL INSTRUCTIONS

IV. DESCRIPTION OF SERVICES

V. Designer Minimum Qualifications

VI. Designer SELECTION PROCEDURE

VII. GENERAL AND SPECIAL PROVISIONS

1. Certification of Non-Collusion and
2. Certification of Tax Compliance
3. References and Company Background: FORM RCB-1
REQUEST FOR SERVICES
#20300030

"On-Call" House Doctor

The City of New Bedford is seeking proposals for "On-Call" House Doctor Services for several miscellaneous school capital improvement projects. Services will be effective, November 1, 2019 through September 30, 2020, with two one year options to renew.

The selected firm(s) shall have demonstrated previous experience in providing specified services to Massachusetts municipal governments or Massachusetts Schools. Electronic copies of bid specifications may be obtained by emailing Susan.Bruce@newbedford-ma.gov. Documents will be available after Wednesday, September 18, 2019. It is recommended that respondents to this request familiarize themselves with the detailed RFQ.

There is a briefing session scheduled for Tuesday, September 24, 2019 at 2:00 pm at the New Bedford School Department, 455 County Street, Room 119, New Bedford, MA.

It is the intent of the Awarding Authority to award contract within thirty (30) business days after receiving the proposals.

The deadline for submitting proposals to the City of New Bedford Purchasing Department, 133 William Street, New Bedford, MA 02740 is, Thursday, October 10, 2019 at 11:00 am.

The New Bedford Public Schools is requesting qualification packages for architectural/engineering services relating to various interior and exterior repair/renovation projects such as window replacements, classroom modifications, handicap accessibility, science lab upgrades, elevators, roof replacements, brick restorations, HVAC modifications, etc., required for several of the New Bedford Public School buildings. The New Bedford Public Schools will be selecting an architect to work on the various projects over the next several years and fees will be negotiated on an ongoing basis. The New Bedford Public Schools reserve the right to terminate services at any time or as is deemed necessary.

AWARDING AUTHORITY
CITY OF NEW BEDFORD, MASSACHUSETTS
Susan Bruce, Director of Purchasing
133 William Street
New Bedford, MA 02740
I. **PROJECT PARAMETERS**

The City of New Bedford Public Schools is seeking qualification packages from qualified Massachusetts registered architectural firms/individuals to provide professional House Doctor Services on an as-needed basis.

II. **CURRENT PROJECT SCOPE AND STATUS**

The purpose of this initiative is to develop a long-term working relationship with a firm for up to a three-year period, without having to request an RFQ on a project-by-project basis. This ultimately will save time and money for the City. Our objective is to become more time and cost effective; minimize the learning curve relative to a firm’s ability to become familiar with our buildings; and be more responsive to bidding critical projects by eliminating the designer selection RFQ process.

The term of agreement for said services would cover a period of November 1, 2019 through September 30, 2020, with two (2) one-year options to renew years.

The firm selected will execute the attached designer services agreement. Individual projects, under this House Doctor agreement, will be issued a Task Order with an attached scope of work. For each project, the designer will be requested to submit a proposed scope of services and engineering fee, based on negotiated hourly billing rates.

III. **REQUEST FOR QUALIFICATIONS INSTRUCTIONS**

**Proposal Instruction**

The requirements set forth in these “RFQ Instructions” shall become an integral part of a subsequent contractual arrangement.

**Receipt of Proposals**

The City of New Bedford will receive sealed qualification packages for furnishing “On-Call” House Doctor Services” at the Purchasing Department, 113 William Street, Room 208, New Bedford, MA 02740 Thursday, October 10, 2019 @ 11:00 am.

There is a briefing session scheduled for Tuesday, September 24, 2019 at 2:00 pm at the New Bedford School Department, 455 County Street, Room 119, New Bedford, MA.

No proposal received after the time established for receiving said proposals will be considered regardless of the cause for delay in the receipt of any such proposal(s).
Marking of Envelopes

Three (3) copies of the qualifications package to:

City of New Bedford
Purchasing Department
133 William Street
New Bedford, MA 02740

No later than: Thursday, October 10, 2019 @ 11:00 am.

Postmarks will not be considered. It is the sole responsibility of the applicant to be sure that the proposal arrives on time. Proposals should be clearly marked “PROPOSAL FOR “On-Call” House Doctor.

DESCRIPTION OF THE PROJECT

The New Bedford Public Schools is interested in conducting a variety of improvement projects to the buildings and sites of the school system. Funding has not yet been secured, but the school system is anticipating that funding will be available at some time in the future for some of the work. Projects may include work to upgrade existing classrooms, mechanical systems, electrical systems, accessibility for the disabled, interior and exterior building components such as windows and roofs or similar repair or renovation type work.

The New Bedford Public Schools is looking to hire an architect/engineer to be on call to perform design services as well as services during bidding and construction administration.

IV.: DESCRIPTION OF SERVICES

The New Bedford Public Schools would like to hire an Architect/Engineer to provide the following Services:

Services to include (but are not limited to):

1. Provide field investigations of the existing conditions of external and internal educational and administrative structures.

2. Review existing conditions with School maintenance personnel and perform an assessment of the physical condition of the repairs/upgrades needed.

3. Prepare a report with written and graphic description and analysis of the current conditions and issues. Make recommendations for remediation of the conditions/issues, including a prioritization for immediate and long-term action with cost estimates for repair/replacement of same for review by the New Bedford Public School Department.

4. Meet with members of the New Bedford Public Schools and the School Committee as required to present and discuss the report/recommendations, construction documentation work and construction period issues.
5. Upon approval and direction from the New Bedford School Department, prepare construction implementation plans, specifications and all required bid documents for the approved work and assist the School Department during the Bid Period, evaluation of bidders and final selection process.

7. Prepare a contract for the award of the construction.

8. Assist the New Bedford Public Schools in the preparation and submittal of MSBA reimbursement application.

9. Administer the Contract for Construction, including the conduct of weekly project meetings, inspection of the work on an on-going basis, through project completion, processing of all contractor submissions, approval of all Requests for Payment, preparation of all contract amendment documents and backup and other services as may be required.

9. Make all final inspections and prepare all project closeout documentation as required and audit of project.

DESIGNER FEES

Fees for Services will be negotiated for each determined project after the award and stated in the designer's contract, as a total fixed dollar amount. The contract with the designer may provide for adjustments in the event of changes in Scope of Services (hourly rate for service to be stated in the contract).

Costs associated with approved field testing, exploration, or schematic physical design samples, which require a contractor and/or purchase of materials, excluding consultant time and costs associated with bid document reproduction will be paid as direct reimbursable expenses, without markup.

V. DESIGNER MINIMUM QUALIFICATIONS

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

1. The Designer must be a qualified, Architect or Engineer (within the meaning of M.G.L. Chapter 7C, Sections 44-57) with current Massachusetts registration, who is not debarred or otherwise prevented from working on public projects.

2. The Designer must demonstrate a record of recent, successful experience in the design, bidding and administration of construction projects, performed under the Massachusetts public bid laws for public agencies.

3. The Designer must demonstrate a record of satisfactory completion of relevant recent educational facility renovation and repair projects, designed, bid and constructed in accordance with Massachusetts public bid laws.

4. The Designer must have experience evaluating and programming space for K-12 schools.
5. The Designer must have experience providing facility assessments for K-12 schools.

6. The Designer must be willing to accept and execute the Contract for Designer Services included in this RFQ.

7. The Designer must have professional liability coverage in the amount of $1,000,000, Workmen's Compensation Insurance and other insurance as defined in the Contract for Designer Services (attached).

8. Meets all other qualifications as set out in Designer Service Selection procedures.

VI: DESIGNER SELECTION PROCESS

The selection process for this project is as follows:

1. The New Bedford Public Schools has established a Designer Selection Committee comprised of the Chair of the School Building Committee, the Assistant Superintendent for Finance and Operations and the Director of Facilities for the purposes of receiving, reviewing and evaluating designer applications/submittals.

2. The Designer Selection Committee will review applicant's submittal to determine compliance with the minimum qualifications.

3. All those submittals that meet the minimum qualifications will be evaluated by the Designer Selection Committee in accordance with the Selection Criteria established herein and ranked in order of qualification for this project.

4. The top three designers will be ranked and the Designer Selection Committee will make a determination as to whether or not personal interviews will be required to assist the Selection Process.

5. If interviews of the top three ranked designers are deemed necessary, they will be contacted and a convenient date and time will be established for the interviews to be attended by the Designer Selection Committee and any other individuals they feel necessary or appropriate for the Selection Process.

6. If based on the proposal submissions and references, the Designer Selection Committee has a clear direction relative to the designer that best meets the needs of the City of New Bedford and School Department for this project, then the Designer Selection Committee will make a final selection and recommendation to the New Bedford School Committee for an award of a contract for the project. A written explanation of the reasons for selection shall be made and entered into the Committee's records for the project.
DESIGNER SELECTION CRITERIA

In selecting the project designer that best fits the needs of the City of New Bedford and the School Department, the Designer Selection Committee will consider the criteria below and the relative weight assigned to each criterion:

1. Experience with projects for public agencies and public bid laws. (10 above average, 4 average, 0 below average.)

2. Experience with similar school construction / repair projects. (12 above average, 5 average, 0 below average.)

3. Experience with projects directly for Massachusetts Public Schools. (10 above average, 4 average, 0 below average.)

4. Evidence of the firm's overall experience and ability to perform work in a timely manner and within Budget. (10 above average, 5 average, 0 below average.)

5. Qualifications and experience of personnel assigned to this project from beginning to end. (12 above average, 5 average, 0 below average.)

6. Identity, experience and qualifications of Consultants who will work on project. (8 above average, 4 average, 0 below average.)

7. Substance, clarity, organization and comprehensiveness of proposal. (18 above average, 2 average, 0 below average.)

8. References of past performance on similar Projects. (15 above average, 10 average, 5 below average.)

VII: General and Special Provisions

SEVERABILITY
It is the purpose of this RFQ to conform to the requirements of Massachusetts General Laws, Chapter 7C, Sections 44-57 as amended. If any policy adopted hereunder is deemed not to be in compliance with the requirements of the law, it shall not serve to invalidate those remaining procedures. Applicants shall be held to have reviewed the requirements of said statute prior to submittal and shall direct any questions in writing to the Committee.

APPLICATIONS
An applicant to provide consulting services on a project must file a written application as prescribed by the Committee. Every application and statement filed shall be sworn to under penalties of perjury. An applicant determined to have filed materially false information shall be dis-
qualified by the Committee from further consideration on any project for such time as the Committee deems appropriate. An applicant, to the extent it deems necessary, shall provide a narrative written proposal of the scope and extent of the services it proposes to provide.

AMENDMENTS
These policies may from time to time be amended by the Committee prior to the advertisement for request for any proposal as the needs of the Committee or the Massachusetts General Laws require.

REQUIRED FORMS
The following forms shall be used in the Designer Selection Process. The forms shall be incorporated into and considered part of the policy of the Committee:

A. Request for Design Qualifications.
B. Standard Designer Application Form for Municipalities and Public Agencies not within DSB jurisdiction.
C. Contract with Designer.
D. Certificate of Insurance Form
E. Certificate of Non-Collusion Form
F. Tax Compliance Certification Form
G. List of References

References and Company Background

Must complete FORM RCB-1 and include with RFQ.
Rule for Award of Contract

We will award a contract(s) to the propose(s):r offering the most advantageous proposal, taking into consideration all evaluation criteria. The City of New Bedford reserves the right upon the basis of such evaluations to reject the proposal of any and all proposers who do not in its estimation pass under such evaluations or to select other than the apparent lowest price proposal if the evaluations or other investigations indicate that such action is in the best interests of the City.

Action on the award will be taken within thirty (30) days, excluding Saturdays, Sundays and legal holidays, after receiving the proposals. The Purchasing Director has awarding authority upon recommendation of the Evaluation Committee, and all awards will be made in the best interest of the City. Following positive approval by the Mayor, contracts will be issued accordingly. The city reserves the right to award anywhere from one to three awards if found to be in the best interest of the city.

Licensing

The contractor shall possess and comply with all required and necessary licenses as may be specified by Federal, State and/or Local authorities, related to the delivery of services referred to in this RFQ.

Insurance Coverage

Within (5) days after award of this contract, and prior to the commencement of any work activity, the contractor shall deposit with the City of New Bedford; certificates from insurers clearly stating that the insurance policies required in the following paragraphs have been issued to the contractor. The certificate must be in a form satisfactory to the City. For the duration of this contract evidence of said coverage shall be filed with the Purchasing Director. Liability policies shall name the City of New Bedford, as an additional insured.

Worker's Compensation

The contractor shall, before commencing the contract, provide by insurance for the payment of compensation, and the furnishing of other benefits under Chapter 152 of the General Laws to all persons employed under the contract, and shall continue such insurance in force and effect during the term thereof. Statutory limits shall apply.

Comprehensive General Liability Insurance

The contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury or destruction of property caused by accident resulting from the use of implements, equipment, or labor used in the performance of the contract or from any neglect, default, or omission or want of proper care, or misconduct on the part of the contractor or for anyone in his employ during the execution of the work. Minimum coverage shall be as follows:

Liability for bodily injury, including accidental death: $500,000 for any one person and subject to the same limit for each person: $1,000,000 on account of one accident.

Liability for property damage: $1,000,000 on account of any one accident and $1,000,000 on account of all accidents.
Automobile Liability Insurance: Procure and maintain during the life of this Contract Comprehensive Automobile Liability Insurance, including all owned, non-owned, and hired automobiles, covering bodily injury, including accidental death, with limits of $1,000,000 per person, $1,000,000 per occurrence and property damage insurance with limits of $1,000,000 per occurrence.

The contractor shall not cancel, change or revise any insurance relating to this contract without at least 15 days prior notice to Debra Travers. Prior to the effective date of any such cancellation, the contractor shall take out new insurance to cover the policies so canceled and shall provide certificates stating that such insurance is in effect.

The Contractor agrees to save, defend, indemnify and hold harmless the City of New Bedford, against any and all suits, claims or liabilities of every nature, origin or description arising out of or in consequence of the acts of its agents, servants or employees, in the performance of the obligations under this contract or by reason of its failure to fully comply with the terms of this contract, such indemnity to run to the Mayor, Agents and employees of the City of New Bedford.

Termination

Awarding Authority's Right to Terminate. By written notice to the Designer, the Awarding Authority may terminate this Contract, in whole or in part, at any time for either the Awarding Authority's convenience or for the failure of the Designer to fulfill its obligations under this Contract.

Termination by Awarding Authority for Convenience. If any such termination shall occur without the fault of the Designer, all compensation and reimbursable expenses due to the Designer up to the date of termination, in accordance with all Contract terms, including proportionate payment for partially completed work, shall be paid to the Designer by the Awarding Authority. The payments to the Designer shall not exceed the fair value of the Designer’s work, as the Awarding Authority shall determine. No amount shall be allowed for anticipated profit on unperformed services.

9.3 Termination by Awarding Authority for Cause. If this Contract is terminated due to the failure of the Designer to fulfill the Designer’s obligations under this Contract, the Awarding Authority may assume the design work and replace it and/or prosecute the same to completion by contract or otherwise. In such case, the Designer shall be liable to the Awarding Authority for any additional cost incurred by the Awarding Authority thereby. These rights and remedies of the Awarding Authority are in addition to any rights and remedies provided by law or under this Contract.

Termination by Designer. By written notice to the Awarding Authority, the Designer may terminate this Contract (i) if the Awarding Authority, within sixty (60) days following written notice to the Awarding Authority from the Designer of any default by the Awarding Authority hereunder, shall have failed to remove such default, or (ii) if, after the Designer shall have performed all services required of the Designer in any Phase, of the Project as described in this Contract, at least six months shall have elapsed without receipt by the Designer of a Notice to Proceed with the next phase of the Designer's services. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with this Contract up to and including the date of termination shall be paid to the Designer by the Awarding Authority. The payments to the Designer shall not exceed the fair value of the Designer's work, as the Awarding Authority shall determine. No amount shall be allowed for anticipated profit on unperformed services.

Designer's Duties upon Termination. Upon any termination of this Contract the Designer shall deliver to the Awarding Authority all data, drawings, specifications, reports, estimates, summaries, and
such other information and materials, whether completed or in process, as may have been accumu-
lated by the Designer in performing this Contract.

Contractual Liability

Failure to perform when such failure is due to an act of God, public enemy, fire, strikes, labor difficul-
ties, transportation embargoes, or other similar causes beyond the control of the contractor, shall be
good and sufficient reason for excuse from contractual liability.
**Good Faith, Fraud and Collusion**

The proposer hereby certifies that no officer, agent or employee of the City of New Bedford has a special interest in the RFQ; that the proposer is competing solely on their own behalf without connection with, or obligation to, any undisclosed person or firm; that this proposal is made in good faith without fraud, collusion or connection of any kind with any other bidder for the same work (See Non-Collusion form). Form must be executed and returned with proposal.

**Acknowledgement of ADA and Section 504**

The City of New Bedford acknowledges the existence of the Americans with Disabilities Act (ADA) of 1990, and Section 504 of the Rehabilitation Act of 1973. The rights guaranteed within these Acts shall apply to this contract.

1. The Evaluation Committee reserves the right to cancel this Request for Proposals, or to accept or reject any and all proposals, waive informalities, and to award contracts as may be in the best public interest of the City of New Bedford.

2. All proposals become the property of the City of New Bedford.

3. The firm selected shall be expected to comply with all applicable federal, state and local laws in the performance of services.

4. The consideration of all proposals and subsequent selection of an architectural firm shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.


6. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and sub-contracts that the successful firm may award as a result of this contract.

7. Firms and/or individuals preparing proposals may be asked to provide additional information and/or may be requested to make a presentation of their proposal.

8. Proposals must be unconditional.

9. Selection shall be subject to additional discussions and/or negotiations based on proposals received.

10. The City of New Bedford is an EEO/AA/MBE employer. Women and minority owned businesses are encouraged to apply.
CITY OF NEW BEDFORD
MASSACHUSETTS

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

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

__________________________________________
Signature of individual submitting bid

__________________________________________
Name of business/organization

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes reporting of employees and contractor and withholding and remitting child support.

__________________________________________
Signature of person submitting bid

__________________________________________
Name of business
CITY OF NEW BEDFORD
MASSACHUSETTS

VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS

At a meeting of the Board of Directors of ________________________ duly called and held on ________________________ ,

20____ at which a quorum was present and acting throughout, the following vote was duly adopted:

VOTED: That ________________________, the ________________________ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy

ATTEST:

________________________________________
Name (printed)

________________________________________ (Affix Corporate Seal)
Signature

________________________________________
Title

________________________________________
Date
Form RCB-1

References and Company Background

Name and Address of Proposer _____________________________________________

Indicate the number of years the firm has been in business. ______

Indicate the number of years the firm has been providing services to municipalities. ______

Provide at least four references of persons who are familiar with your work. The City of New Bedford is to have express permission to contact either in person, by phone/or correspondence as to past performance. Include Name, Address, and Telephone Number with area code and email address.

1. _____________________________________________

   _____________________________________________

   _____________________________________________

2. _____________________________________________

   _____________________________________________

   _____________________________________________

3. _____________________________________________

   _____________________________________________

   _____________________________________________

4. _____________________________________________

   _____________________________________________
Signature for Individual

Name of Company ________________________________ Telephone Number ________________________________

Address ____________________________________________

City, State, Zip Code ________________________________

Email Address ______________________________________

Name and Title of Individual Authorized to Sign __________________ Fax Number ____________________________

Signature ________________________________ Date ________________________________

Signature for Partnerships (must be signed by ALL general partners) Use additional sheet if necessary

Name of Partnership ________________________________ Date ________________________________

Name and Title of Partner ________________________________ Signature ________________________________

Name and Title of Partner ________________________________ Signature ________________________________

Telephone Number of Company Offices __________________ Fax Number of Company ____________________________

Address ____________________________________________

City, State, Zip Code ________________________________

Email Address of Person Submitting Bid ________________________________

SIGNATURES PAGE CONTINUED

Signatures for Corporation

Name of Corporation                          Date

Printed Name and Title of Duly Authorized Company Officer Signature

Corporate Seal (affix below)

Telephone Number

Fax Number

E-Mail Address

Address

City, State, Zip Code

FID Number                          Signature of Clerk

Please furnish the following additional information:

Incorporated in what state?________________________________________

President: __________________________________________

Treasurer: __________________________________________

Secretary: __________________________________________

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03?

If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the City of New Bedford before award.
CITY OF NEW BEDFORD
DESIGNER'S/ENGINEER'S OR CONSTRUCTION MANAGER'S
TRUTH-IN-NEGOTIATIONS CERTIFICATE

For Negotiated Fees

The undersigned hereby certifies under the penalties of perjury that the wage rates and other costs used to support its compensation are accurate, complete and current at the time of contracting.

The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

BY: ___________________________________

Name and Title: __________________________

Project: ________________________________

Date: ___________________________________

Reference: M.G.L. c. 7, §38H(b)

Return this form with your proposal in a separate sealed envelope along with your list of rates, rate not included in this document will not be included in the contract and there for will not be paid.
CITY OF NEW BEDFORD  
Contract #  

Contract for Design/Engineering Services  

PROJECT TITLE: ON CALL House Doctor SERVICES  

PROJECT TYPE: VARIOUS  

PROJECT COST: NEGOTIATED RATES  

This AGREEMENT is made under seal the _____ day of _____ in the year Two Thousand and Nineteen, between the City of New Bedford hereinafter, the AWARDING AUTHORITY, and ____, with an address of ___, acting as PROJECT ARCHITECT/ENGINEER.  

ARTICLE 1: DEFINITION OF TERMS  

1.1 GENERAL LAWS -- the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.  

1.2 DESIGNER -- the individual or firm performing professional services under this AGREEMENT.  

1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in ARTICLE 16.  

1.4 NOTICE TO PROCEED -- written communication from the Awarding Authority, constituting an essential condition of this AGREEMENT, authorizing the Designer to perform services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost. Proceeding with various phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.  

1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.  

1.6 CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project, including all change orders.  

1.7 TOTAL CONSTRUCTION COST -- the sum of the actual construction contract award price and each authorized change order revising the construction contract
award price. The construction contract award price shall be the same as the construction price of the lowest responsible and eligible bidder.

1.8 AWARDING AUTHORITY -- The board, commission, agency or department of the City having authority to award design and construction contracts in connection with the Project.

1.9 PROJECT -- the project for which designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).

ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS

2.1 The Designer shall not employ additional consultants, not named in the proposal(s) nor sublet, assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval and written consent of the Awarding Authority. The Awarding Authority shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.

2.2 Except as otherwise provided in this AGREEMENT or authorized by the Awarding Authority, the Designer shall employ within the basic fee for this project the following consultants where their specific services are required: Architect, Structural Engineer, Civil Engineer, Sanitary Engineer, Mechanical Engineer, Landscape Architect, Cost Estimator, and Electrical Engineer, or any other consultant specifically listed in the proposal. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.

2.3 When the Designer receives payment from the Awarding Authority, the Designer shall promptly make payment to each consultant whose work was included in the work for which payment was made by the City. The Awarding Authority shall have the contractual right, but not the obligation, to require corrective measures necessary for the best interests of the City.

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

3.1 The Awarding Authority shall furnish to the Designer available surveys of the project site, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.
3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior written authorization of the Awarding Authority.

3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.

3.4 If a consultant's services estimated to cost more than $25,000 are required, including the services of a qualified testing laboratory functioning under the jurisdiction of both a Massachusetts registered Engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and approved by the Awarding Authority. Consultant fee proposals shall be received by the Designer and accompanied with recommendations of approval submitted to the Awarding Authority before any work is authorized. Such consultants shall carry adequate Liability Insurance. When a consultant's services are estimated to cost $25,000 or less, the Designer shall use established standard rates for such services.

3.5 The Awarding Authority will compensate and reimburse the Designer as provided in ARTICLE 9 for the cost of consultant services performed under this Article. For responsibility, coordination inspection, analysis and evaluation of consultant services retained under this ARTICLE, the Designer shall similarly be compensated as provided by ARTICLE 9.

ARTICLE 4: COMPLIANCE WITH LAWS

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

**ARTICLE 5: PROFESSIONAL RESPONSIBILITY**

5.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates, construction services, and other work furnished by him or his consultants and subcontractors as specified in:

**ATTACHMENT A- SCOPE OF WORK:**

The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner and shall meet the approval schedule and submittal dates established during the course of this AGREEMENT.

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

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

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

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

5.5 The Designer shall indemnify, and hold harmless the City, officers, and all employees from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses arising out of the Designer’s breach of the Agreement or the negligence or misconduct of the Designer or the Designer’s agents or
employees to the extent that they arise directly or indirectly from the contract. The designer shall be solely responsible for all taxes or contributions imposed or required under the Social Security, Workers compensation, and income tax laws. This shall not be construed as a limitation on the Contractors liability under the Agreement or as otherwise provided by law.

ARTICLE 6: DESIGNER SERVICES

6.1 DESIGN AND CONSTRUCTION

1. Phase 1. - Definition Phase

The Designer shall submit to the Awarding Authority for approval a memo of project understanding.

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

2. Phase 2. - Bidding Documents

Upon receipt of a Notice to Proceed from the Awarding Authority for Phase 3 of the Project, the Designer shall meet as necessary with the Awarding Authority, and shall prepare and submit to the Awarding Authority complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Such working plans and specifications and cost estimates shall be subject to the written approval of the Awarding Authority. The Designer shall furnish to the Awarding Authority for approval three (3) sets of the said plans, specifications and construction cost estimates.

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

Upon written approval of Construction Contract Documents, and a Notice to Proceed, the Designer shall prepare the final Construction Contract Documents, and shall prepare all addenda. An electronic copy of prints & specs shall be provided to the City at no additional charge. All services shall be in accordance with the requirements of the General Laws relating to public construction projects.

If the bid of the lowest responsible and eligible bidder exceeds the Fixed Limit of Construction Cost as defined during the design phase, if any, the Awarding Authority shall have the option to (a) give written approval of an increase in such
Fixed Limit, or (b) re-bid the Contract within a reasonable period of time. In the
case of (b), the Designer may in connection with such revisions make reasonable
adjustments in the scope of the Construction Contract or quality of the work al-
lowed therein subject to the written approval of the Awarding Authority, which
approval shall not be unreasonably withheld, the Designer shall be entitled to a
pre-negotiated and approved additional compensation for such services.

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

3. Phase 3 - Designer's Services During Construction

Upon the award of the construction contract the Designer and his consultants
shall, for the purpose of protecting the Awarding Authority against defects and
deficiencies in the work of the Project: (1) be charged with general administra-
tion of the construction contract, including review and processing of the General
Contractor's applications for payment and change order proposals, preparation of
a monetized "punch list" of remaining work following substantial completion of
the project work and subsequent inspection to determine completion of such
punch list work, review and processing of the General Contractor's final com-
pletion and close out documentation and assistance to the Awarding Authority in the
close out process; (2) furnish the General Contractor with information for estab-
lishing lines and grades and such large scale drawings and full sized detailed
drawings as the Awarding Authority may require; (3) promptly check and ap-
prove samples, schedules, shop drawings and other submissions by the General
Contractor; (4) make weekly visits to the site or sites of the Project; (5) conduct
semi-final and final inspections of the construction project and report the results
of such inspections in writing to the Awarding Authority; (6) require each con-
sultant employed in accordance with ARTICLE 2 above to make visits when nec-
essary, and more often if requested by the Awarding Authority, for the same pur-
poses during the progress of that portion of the said construction to which the con-
sultant's services relate and to report in writing thereon to the Designer; (7) report
to the Awarding Authority weekly in writing on the progress of construction in-
cluding whether or not the contractor is keeping record drawings; (8) recommend
rejection of all project work observed by the Designer which fails to conform to
the Contract Documents; (9) decide all questions regarding interpretation of or
compliance with the Contract Documents, except as the Awarding Authority may
in writing otherwise determine; (10) review and act on all requests for change in
plans, specifications, or contracts for the Project; and (11) upon written instruc-
tions from the Awarding Authority, furnish working plans and specifications for
any such change.
The Designer shall be familiar with the provisions of the General Laws for payment to contractors and shall submit to the Awarding Authority all requisitions for payment submitted by the general contractor. With respect to each such requisition, he or she shall certify to the best of the Designer's knowledge that the percentage of work included in the requisition is accurate and the work performed conforms to the contract documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, said Designer shall forward it for payment to the Awarding Authority dated but unsigned with an accompanying letter of explanation setting forth objections and recommended changes. The Designer shall coordinate the required weekly visit to the construction site in such a manner to be able to return to his office with the contractor's payment bearing the Designer's approval or letter of exceptions. Timely payments of general contractors is required by General Laws Chapter 30, section 39K; therefore, the Designer shall establish office procedures assuring either immediate mail or messenger delivery of the requisition for payment to the Awarding Authority, and shall process requisition for payment within forty-eight hours of receipt.

The Designer shall receive and review, in connection with its review of the Contractor's applications for payment, the weekly payroll records required to be submitted by the Contractor pursuant to G.L. c.149, §27B. Such review shall be for the purpose of determining that the amount of wages paid to laborers employed on the project is no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The Designer shall maintain, as part of the project records, one complete copy of all such payroll records, and shall transmit to the Owner, upon completion of the review provided for herein, the original weekly records as submitted by the Contractor. The Designer shall promptly notify the Owner if (1) any payroll records submitted by the Contractor do not represent payment of at least the applicable prevailing wage rates established for the project or (2) the Designer knows or has reason to believe that the weekly payroll records submitted by the Contractor do not accurately represent the wages actually paid to laborers employed on the project and that the Contractor is not paying said laborers at least the amount of said prevailing wage rates.

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

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

ARTICLE 7: DESIGNER’S BASIC FEE

7.1 For the performance of all services required under the terms of this AGREEMENT and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with the lump sum fee for this project. The fee for this project is: ______________________ per ATTACHMENT B.

7.2 If there is a material change in the scope of services provided in this agreement, the Designer and the Awarding Authority will mutually agree to an adjustment in the Designer’s Basic Fee. Delay of one year or more by the Awarding Authority plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services.

7.3 The basic fee shall be paid to the Designer in accordance with Attachment B to this agreement. Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

ARTICLE 8: ADDITIONAL COMPENSATION

8.1 With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) making measured drawings of existing construction facilities when required for planning additions, or alterations thereto; (2) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority, and preparation of change orders related thereto; (3) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (4) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (5) providing services after final payment to the contractor; (6) revising working plans and specifications submitted in their final and complete form for which bids were not received within six months after submission; (7) making studies other than those normally required and preparing applications and reports to assist the Awarding Authority
in obtaining federal and/or state aid; (8) preparing operating and maintenance manuals; (9) assisting the Awarding Authority in litigation arising out of the construction contract; and (10) performing any other professional services not otherwise required under this Contract.

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

ARTICLE 9: REIMBURSEMENT

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

ARTICLE 10: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS, CHANGE ORDERS

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

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

ARTICLE 11: TERMINATION, NO AWARD

11.1 By written notice to the Designer, the Awarding Authority may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, shall be paid to the Designer by the Awarding Authority. Such payment shall not exceed the fair value of the work, as the Awarding Authority shall determine.

11.2 By written notice to the Awarding Authority, the Designer may terminate this contract (1) if the Awarding Authority, within sixty (60) days following written notice from the Designer of any default by the Awarding Authority under the AGREEMENT, shall have failed to remove such default or (2) if, after the Designer shall have performed all services required of the Designer in Phase 1, Phase 2, or Phase 3 of the Project, if applicable, at least six (6) months shall have lapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the AGREEMENT up to and including the date of termination shall be paid to the Designer by the Awarding Authority.

ARTICLE 12: RELEASE AND DISCHARGE

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

ARTICLE 13: NOTICES, APPROVALS, INVOICES

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

13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.
13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned to the Designer. No invoice, however, shall be required to be submitted or processed when the net amount due is less than $100.00.

13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services.

13.5 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.

13.6 Requests for previously authorized expenses of any nature must be accompanied by a billing or receipt from the source of the expense.

ARTICLE 14: INSURANCE

14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for negligence based on Engineer’s failure to act with professional care. The professional liability insurance shall be limited to $3,000,000. Additionally, the Designer shall carry General Liability Insurance in the amount of: $1,000,000 per occurrence for General Liability which includes: bodily injury liability and property damage or combined single limit of $1,000,000 for General Liability. The Designer shall carry Auto Liability in the amount of $1,000,000 per occurrence which includes: bodily injury liability, property damage liability, or a combined single limit of $1,000,000 for Auto Liability.

14.2 The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.

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

14.3 The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad form public liability insurance to protect against damage or injury to persons or property.

14.4 The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.
14.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

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

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

15.1 The Designer hereby certifies:

(i) if an individual, the individual is a registered engineer;

(ii) if a partnership, a majority of all the partners are persons who are registered engineer;

(iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered engineers, and the person to have the project in his or her charge is a registered engineer;

(iv) if a joint venture, each joint venturer satisfies the requirements of this section. (Statutory reference: M.G.L. c.7, §38A½)

15.2 The Designer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement. (Statutory reference: M.G.L. c.7, §38H(e)(i))

15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory reference: M.G.L. c.7, §38H(e)(ii))

15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Designer. (Statutory reference: M.G.L. c.7 §38H(e)(iii))
15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (e) of section thirty-nine R of chapter thirty and that the Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7, §38H(e)(iv))

15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with applicable laws.

15.7 The Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7, §38H(J))

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

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

ARTICLE 16: MISCELLANEOUS PROVISIONS

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

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

16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.
16.4 The Designer agrees that neither the Awarding Authority nor any of its officers or employees assumes any personal liability under this Agreement.

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

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

Designer:                   City of New Bedford,  
                          Massachusetts

By:                        By: Jonathan F. Mitchell  
Title:                      Title: Mayor

CERTIFIED that funds are available  

By: Robert Ekstrom  
Title: City Auditor

Dept: New Bedford School Department

By:                         By:  
Title:                      Title:

Approved as to Form and Legality  

Purchasing Department

By: Eric Cohen  
Title: Associate City Solicitor

By: Susan Bruce  
Title: Director of Purchasing

Chief Financial Officer

Ari Sky