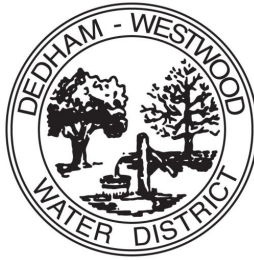


REQUEST FOR QUALIFICATIONS
FOR
DESIGN & CONSTRUCTION SERVICES
FOR A NEW
VEHICULAR STORAGE FACILITY

APRIL 24, 2023
DEDHAM-WESTWOOD WATER DISTRICT
50 Elm Street | Dedham, MA | 02026



DEDHAM-WESTWOOD WATER DISTRICT

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

DESIGN & CONSTRUCTION SERVICES FOR A NEW VEHICULAR STORAGE FACILITY

The Dedham-Westwood Water District (District) is seeking qualified applicants for designer services for Design and Construction Administration Services of a new Four Bay Vehicle Storage Facility to be constructed on the north side of the property behind the existing Main Office at 50 Elm Street, Dedham, MA.

Copies of the Request for Qualifications will be available beginning Monday, April 24, 2023 at the District's office, 50 Elm Street, Dedham, MA 02026 or by emailing a request to the Executive Director, Blake Lukis, at blukis@dwwd.org or from the Districts website www.dwwd.org/bid-announcements-2/ and will be available until the submission deadline.

Sealed proposals (4 copies and 1 electronic copy in PDF format on a portable USB flash drive) will be received by the District c/o Blake Lukis, 50 Elm Street, Dedham, MA 02026 until Wednesday, May 17, 2023 at 10:00 a.m. This RFQ shall be governed by applicable provisions of the Designer Selection Law, M.G.L. c.7C, §§ 44-58, inclusive.

The fee for assessment services will be negotiated with the highest ranked finalist, but shall not exceed \$175,000. The selected proposer must be able to complete the Design as more specifically outlined within the RFQ within 6 months from the award of the contract. The Dedham-Westwood Water District reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; to award contracts or to cancel this Request for Qualifications if it is in the District's best interest to do so.

Published in Local Paper: Dedham Times on April 21, 2023

Central Register: April 19, 2023

DEDHAM-WESTWOOD WATER DISTRICT

DESIGN & CONSTRUCTION SERVICES FOR A NEW VEHICULAR STORAGE FACILITY

I. INTRODUCTION

The Dedham-Westwood Water District is seeking sealed proposals for the services of a qualified “Designer” as defined in Massachusetts General Laws Chapter 7C, Section 44, and as further defined by the provisions of this RFQ, to provide Design Services for the design & construction administration of a new Four Bay Vehicle Storage Facility in Dedham, Massachusetts (“Project”). The Owner is requesting services of a Designer throughout schematic design, design development, construction documents, construction administration, and final closeout of the project.

II. BACKGROUND

The Dedham-Westwood Water District has determined that in order to better maintain, increase the longevity, reduce the required repairs of its vehicles and equipment, and increase security at its property that it is in need of additional vehicular storage space and additional gating, fencing and alterations in traffic patterns at its main office facility.

The District has determined that an approximately four thousand square foot, four bay, vehicle storage facility should meet the current needs of the District and is able to be constructed on land currently owned by the District at its main office facility located at 50 Elm St., Dedham, MA 02026. In addition, traffic patterns at the office shall be changed to prevent the public from having to drive around the back of the facility to exit, and gates and fencing installed to better secure the Districts site during off hours.

III. SCOPE OF SERVICES

Scope of Services will consist of, but not be limited to the following services and preparation of deliverables through the Schematic Design, Design Development, Construction Documents, Bidding and Administration Phases.

Phase I - Schematic Design

- a. The Designer shall submit a proposed design work plan and schedule for the Designer's Services including anticipated tasks and submittals. The schedule shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include allowances of time for the District to review submittals and for necessary submissions for Permits in connection with the Project.
- b. Meet with District Staff to review and understand program requirements and operation of the current facility and learn the objectives of the proposed Vehicle Storage Facility.
- c. Gather information required to become familiar with the project and the various parties that must be communicated with during the design and construction process. It should be noted that all Town zoning and building requirements have been waived and all

approvals shall be obtained through State Building Officials.

- d. Once an understanding of the Districts needs and goals is better understood, provide Schematic Design documentation which shall include: (a) drawings, concept sketches, three dimensional representations, and specifications; (b) Construction Cost Estimate for the design.

Phase II - Design Development and Bidding

- a. Provide complete Design Development drawings, construction bidding outline specifications indicating any filed sub-bid sections based on the cost of the work, and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, structural, fire protection, plumbing, HVAC, electrical, ADA/MAAB, product requirements, and other features;
- b. Upon final approval of the Design Development phase materials, Provide Complete Construction drawings and specifications, certified by the Designer as having satisfied the applicable quality control review, in sufficient detail to permit fixed-price bids in open competition for construction of the Project;
- c. Provide Construction Bidding Assistance including but not limited to, Assemble and issue bid packages; Conduct pre-bid meeting/site walk-thru and issue meeting minutes; Receive RFI's and facilitate issuing addendum; Review and tabulate bids; Make recommendation of award; Prepare contracts and issue NTP to contractors;

Phase III - Construction Administration

- a. Attend pre-construction conference to discuss the general project requirements with the Contractor and the District.
- b. Attend regularly scheduled construction meetings with the contractor and District on a bi-weekly basis and prepare and distribute minutes of each meeting. Meeting minutes shall contain a brief outline of issues discussed, an update on the progress of work, and a record of suggestions / recommendations / decisions of the meeting. For the purpose of this proposal, the Firm's services shall be budgeted over a 12-month construction duration.
- c. Review and approve contractor shop drawings, product submittals, and samples. Review of the shop drawings, product submittals, and samples shall be for the submitted items only and such reviews shall be to determine if the submitted items is in general conformance with the design intent of the contract documents.
- d. Review and respond to project requests for information during construction.
- e. Review contractor payment requisitions and advise the District if the payment request is representative of the progress of work.

- f. Review change order requests or issue construction change directives as necessary. All formal approvals of change orders or construction change directives are subject to District approval.
- g. Conduct periodic observation for each major discipline including geotechnical, civil, structural, architectural, mechanical, electrical, and plumbing to become generally familiar with the progress and quality of the Work. The Firm shall report in writing to the District any deviations observed at the time the periodic observation was conducted.
- h. Conduct substantial completion and final inspections. Upon conducting a final inspection, issue final construction affidavits indicating that the work has been generally completed in accordance with the contract documents to the best of the Firm's knowledge, information, and belief based on periodic observations of the Work.
- i. Monitor submission of close-out documentation from the contractor including operation & maintenance manuals, warranties, as-built drawings (prepared by the contractor), and final certificate of completion.

IV. MINIMUM REQUIREMENTS

All applicants must meet the following list of minimum qualifications to be considered for the project. The applicant is responsible for presenting their qualifications in a clear and concise manner. The minimum qualifications are as follows:

- a. Massachusetts registered architect with a minimum of five (5) years of relevant experience in the design and construction administration of public construction projects. Massachusetts registration and licensing in all other applicable disciplines.
- b. A thorough knowledge of the Massachusetts State Building Code, Massachusetts Architectural Access Board, the Americans With Disabilities Act, and all other local, state and federal codes that would apply to this project.
- c. A thorough knowledge of all public bid laws, including to but not limited to M.G.L. Chapter 149, Section 44A-1/2
- d. Prior experience in design and construction of pre-engineered buildings of similar size, cost and complexity.
- e. Financial and operational ability to perform the design services on this project.
- f. Submission of a completed Certificate of Non-Collusion by the applicant.
- g. Submission of a completed Certificate of Tax Compliance Certification by the applicant.
- h. Submission of a completed Certificate of Corporate Authority by the applicant.

- i. The selected entity shall be required to carry at their expense professional malpractice and/or errors and omissions insurance with limits of at least \$1,000,000 per claim and \$1,000,000 aggregate, with a deductible of no more than \$25,000.00 per claim. The selected entity shall also carry workers compensation, general liability and motor vehicle insurance policies listing the BFD as additionally insured in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability.

V. STAFFING REQUIREMENTS

- a. The architect must set forth the staffing to be utilized for this service, including the percentage of time to be dedicated to this project. Provide resumes for specific staff to be assigned to the Project that include education, relevant past experiences, qualifications, licenses, current projects being worked on and any other pertinent information that will assist in making the selection..
- b. List major leadership, individuals to be assigned to this project, their duties and responsibilities.
- c. The Proposal must include resumes, experience, and qualifications of any proposed consultants that would be utilized by the Proposer in the performance of this contract. Any change in consultants listed in the Proposal must obtain approval from the District.
- d. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the proposer's staffing as outlined in the Proposal will be subject to the approval of the District. The District's Executive Director, or designee, shall notify the proposer within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the District.
- e. Applicants must list key persons, specialist and/or individual consultants they intend to use for the project in each one of the following disciplines:

Architectural	HVAC
Civil	Structural
Electrical	Soils Engineering
Plumbing	Fire Protection

The Owner reserves the right to approve all consultants.

VI. EVALUATION CRITERIA

The following criteria are expected to be among those utilized in the evaluation and selection process. They are presented as a guide for the respondents in understanding the District's requirements and expectations for this project and are not necessarily all-inclusive or presented in order of importance.

- a. Compliance with the submission requirements.
- b. Quality of proposal, project approach and organization.

- c. Experience in design of municipal projects of similar size and complexity to this project and assigned personnel.
- d. Ability to begin immediately after Notice to Proceed and complete work within the given time frame as outlined on the attached schedule.
- e. Success of completed projects, including adherence to schedule and budget.
- f. Satisfaction of former or present Public clients.
- g. Creativity, appeal and timelessness of designs of past projects.
- h. Experience and reputations of proposed consultants and assigned individuals, specifically with regard to the MEP/FP and Structural Engineering team members with similar buildings.

In order to establish a short-list of Respondents to be interviewed, the Owner will base its initial ranking of Respondents on the above Evaluation Criteria. The Owner will establish its final ranking of the short-listed Respondents.

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

This RFQ, any addenda issued by the Owner, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the sub-consultants identified in the response shall take place without the prior written approval of the Owner.

The selected Respondent(s) will be required to execute a Contract for Design Services with the Owner. Prior to execution of the Contract for Design Services with the Owner, the selected Respondent will be required to submit to the Owner a certificate of insurance that meets the requirements set forth in the Contract for Design Services.

Prior to execution of the Contract for Design Services, the fee for services shall be negotiated between the Owner and the selected Respondent to the satisfaction of the Owner, within its sole discretion, but shall not exceed \$175,000.

VII. SELECTION PROCESS AND SELECTION SCHEDULE

To be considered "responsive" all Proposals shall include, at a minimum, the following:

- a. The District will create a Selection Panel (SP) consisting of the Executive Director, Operations Manager, and Business Manager at a minimum who will be responsible for

reviewing responses. Each member of the SP will independently review each RFQ and record the score using the Evaluation Criteria identified above. A meeting will then be held for all SP members to discuss their evaluation and share their grading of the submissions. (Note: the SP members should be prepared to rank all responses that meet the minimum requirements and to record the ranking on a scoring sheet.)

- b. Identified reviewers must rank the Responses based on the weighted evaluation criteria identified in the RFQ and must short-list a minimum of three Responses.
- c. The minimum top three RFQs responses may be invited to participate in an interview process. The SP will create a list of specific questions for both the interview and the reference checks. It's anticipated that there will be identical interview questions posed to all the potential Designers and possibly a specific list of questions for a Designer so that any weaknesses identified in the initial ranking meeting may be corrected or confirmed. References will be checked using the questions created by the SP for all the potential Designers' that may be interviewed.
- d. The Owner will commence fee negotiations with the first-ranked selection.
- e. If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.
- f. The selected firm will be submitted to the Board of Water Commissioners for its approval.
- g. The selected firm may be asked to participate in a presentation to the Board of Water Commissioners and/or submit additional documentation, as required by the Board of Commissioners, as part of its approval process.
- h. The Owner reserves the right to re-advertise if less than three responses are received, or if fee negotiations fail, or it is deemed to be in the best interest for the District.

The following is a tentative schedule of the selection process, subject to change at the Owner's discretion.

04/19/2023 – 04/21/2023	RFQ appears in Central Register of the Commonwealth of Massachusetts and the Dedham Times
04/24/2023	RFQ package is available
05/08/2023 at 10:00AM	Last day for questions from Respondents
05/17/2023 at 10:00AM	Responses due
05/26/2023	Respondents short-listed
05/29/2023 – 06/09/2023	Interview short-listed Respondents

06/14/2023 Negotiate with selected Respondent

06/20/2023 Anticipated execution of contract

The RFQ may be obtained on or after Monday, April 24, 2023 from:

Blake Lukis, Executive Director
50 Elm Street, Dedham, MA 02026
blukis@dwwd.org

Any questions concerning this RFQ must be submitted by 10:00AM on Monday, May 08, 2023 in writing via email to:

Blake Lukis, Executive Director
blukis@dwwd.org

Sealed Responses to the RFQ for OPM services must be submitted no later than 10:00 A.M. on Wednesday, May 17, 2023 and clearly labeled "Designer Services for Vehicular Storage Facility" and delivered to:

Blake Lukis, Executive Director
50 Elm Street, Dedham, MA 02026

The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

VIII. CONTENTS OF WRITTEN PROPOSALS

Care should be taken by the proposing firms to present a succinct but informative proposal. The following is a list of minimum information to be included in the written proposals to be submitted:

- a. **Description of Firm:** Name, address, phone number, fax number and email address. History and description of the firm, including number of personnel in each discipline and a description of in-house services.
- b. **Certificate of Legal Existence:** Including name and addresses of persons controlling the legal entity.
- c. **Organization:** Proposed project organization, including resumes of key personnel proposed for this project, and an organization chart delineating internal relationships and external consultant responsibilities. Resumes shall indicate years of experience and length of employment.
- d. **Consultants:** List of any and all consultants, including their disciplines, that the firm plans to utilize on this project. A description of each consultant's firm must be supplied. Consultants are to be included as part of basic services.

- e. **Project Specific Thoughts and Ideas:** Any materials that will demonstrate your design team’s sensitivity, creativity, and insight into the issues related to the project.
- f. **Project Approach:** A management plan and detailed task schedule outlining the firm’s intended approach to this project and plan for working with the Owner to ensure a successful project should be presented.
- g. **Massachusetts Project Experience:** A list of all public projects in Massachusetts’s for which the applicant has entered into contract for architectural services within the past five (5) years.
- h. **Similar Project Experience:** Description of similar experience on at least three (3) similar publicly bid projects having been fully funded and built. Include the following reference information at a minimum:
 - Name of Project
 - Owner, Owner’s Representative, telephone numbers
 - Dollar value of the project
 - Design schedule
 - Completion date
 - Principal-in-Charge and Project Architect
- i. **Current Workload:**
 - Name of projects
 - Owner’s Representatives and telephone numbers
 - Dollar values of each project
 - Design schedule
 - Completion date
 - Principal and Project Architect in charge
- j. **Standard Designer Application Form:**
 - In accordance with M.G.L.c.7C §38K(b) proposals from designers must include the form “Standard Designer Application Form for Municipalities and Public Agencies Not with DSB Jurisdiction”.
- k. **Certificates:** Submission of the following Certificates:
 - Certificate of Tax Compliance
 - Certificate of Non-Collusion
 - Certificate of Corporate Authority. The Certificate of Authority provided, or the firm’s corporate vote will satisfy this requirement.
- l. **Insurance:** Statement that the applicant and any consultants presently have, or can obtain, the insurance requirement listed under Minimum Qualifications.
- m. **Litigation:** List any and all lawsuits you have been a party to in the last five years, and the position your firm has taken.
- n. **Owner-Architect Agreement:** The District intends to enter into a design agreement for limited programming services based off the standard AIA Owner-Architect agreement as amended and modified to meet the statutory requirement of MA General law.
- o. **Addenda:** Applicants must acknowledge the receipt of any addenda issued by the District. Failure to acknowledge any addenda will result in disqualification of the applicant. It is the applicant’s responsibility to ensure receipt of any addenda.

IX. PAYMENT SCHEDULE AND FEE EXPLANATION

The Owner will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased Designer fee. The fee shall not exceed \$175,000.

X. OTHER PROVISIONS

- a. Public Record - All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.
- b. Waiver/Cure of Minor Informalities, Errors and Omissions - The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary)
- c. Communication with the Owner – The Owner’s Procurement Officer is:

Blake Lukis, Executive Director
50 Elm Street, Dedham, MA 02026
blukis@dwwd.org
781.461.2776
- d. Costs - The Owner will not be liable for any costs incurred by any Respondent in preparing a response to this RFQ or for any other costs incurred prior to entering into a Contract with a Designer.
- e. Withdrawal/Irrevocability of Responses - A Respondent may withdraw and resubmit their response prior to the deadline. No withdrawals or re- submissions will be allowed after the deadline.
- f. Rejection of Responses, Modification of RFQ - The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner’s best interests to do so. This RFQ does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.
- g. Subcontracting and Joint Ventures - Respondent’s intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.
- h. Validity of Response - Submitted responses must be valid in all respects for a minimum

period of ninety (90) days after the submission deadline.

ATTACHMENTS:

- Attachment A: Certificate of Non-Collusion
- Attachment B: Certificate of Tax Compliance
- Attachment C: Corporate Vote
- Attachment D: Designer Application Form
- Attachment E: Sample Contract of Engagement

EXHIBIT A

(SIGNED FORM REQUIRED TO BE CONSIDERED RESPONSIVE)

CERTIFICATE OF NONCOLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

(Signature of Person Submitting bid or proposal)

(Name of person signing bid or proposal)

Title

(Name of Business)

Dated _____, 2023

EXHIBIT B

(SIGNED FORM REQUIRED TO BE CONSIDERED RESPONSIVE)

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, I certify under the penalty of perjury that the below mentioned firm or person has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Name / Firm: _____

Address: _____

Telephone: _____ Date _____

Signature of Authorized Official: _____ Title: _____

Social Security No. or Federal Tax Identification No.: _____

Affix Corporate Seal

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant. For all corporations, a certified copy of the vote of the Board of Directors must be provided.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency, will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

EXHIBIT C

(REQUIRED AT CONTRACT EXECUTION)

CERTIFICATE OF VOTE

(SAMPLE)

The District requires Firms to complete the following and attach to any future contracts. If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

Held on _____, at which all the Directors were present or waived notice, it was
(Date)

VOTED that, _____, _____ of this
(Name) (Officer)

company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____ under seal of the company shall be
(Officer)
valid and binding upon this company.

I hereby certify that I am the Clerk of the _____,
(Name of Corporation)

that _____, is the duly elected _____, of said company, and
(Name) (Officer)

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

A true copy,

Place of Business:

ATTEST _____
(Clerk)

Date of this Contract:

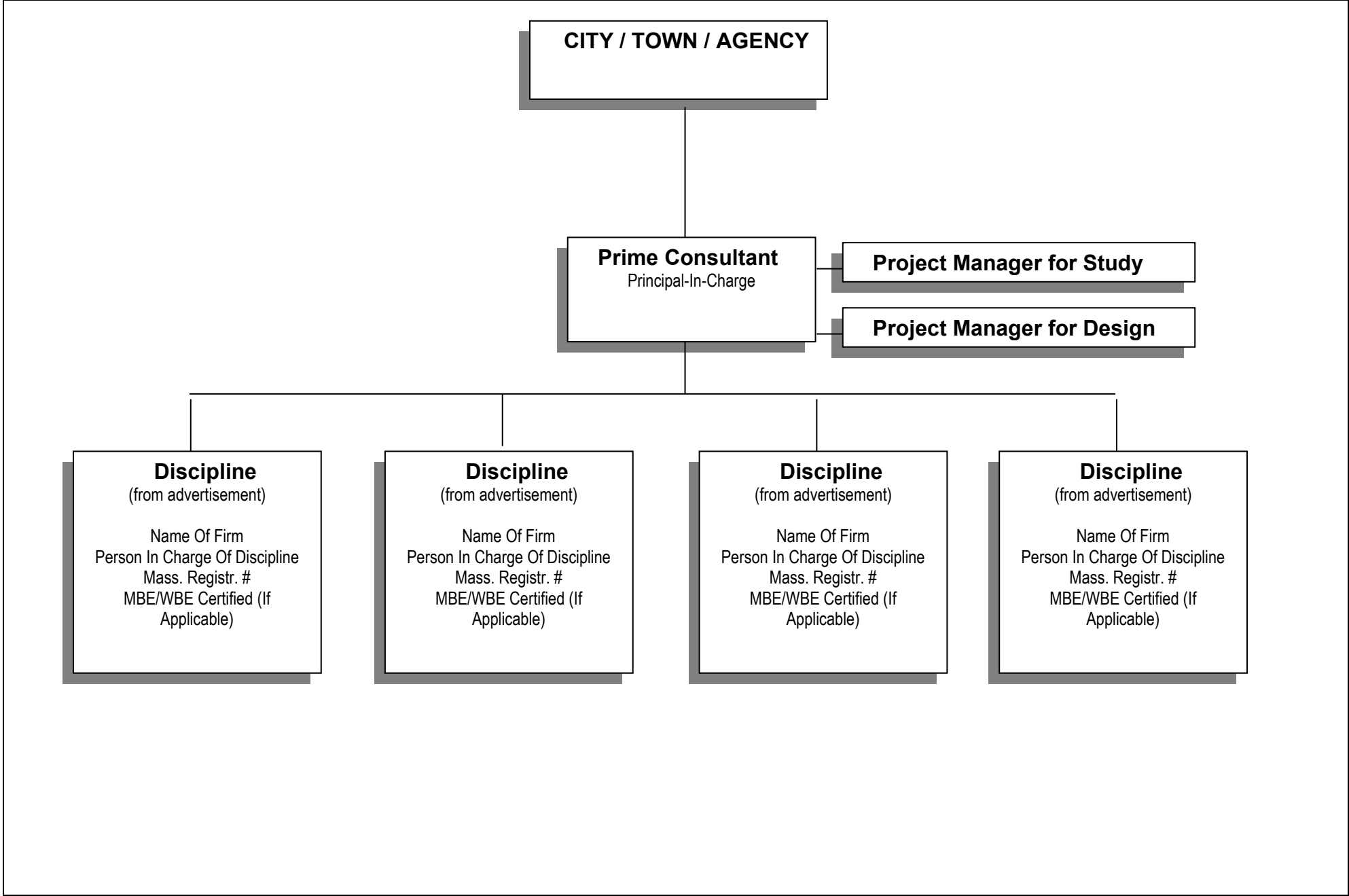
(Clerk) Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2023
NOTARY PUBLIC

EXHIBIT D

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Firm Is Filing:	2. Project #																																																																																																
		This space for use by Awarding Authority only.																																																																																																
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)																																																																																																	
3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																																																																																	
3c. Federal ID #:	3g. Name and Address Of Parent Company, If Any:																																																																																																	
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: Telephone No: Fax No.:	3. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/>																																																																																																	
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):																																																																																																		
<table style="width:100%; border: none;"> <tr> <td style="width:25%;">Admin. Personnel</td> <td style="width:10%; text-align: center;">_____</td> <td style="width:10%; text-align: center;">(_____)</td> <td style="width:25%;">Ecologists</td> <td style="width:10%; text-align: center;">_____</td> <td style="width:10%; text-align: center;">(_____)</td> <td style="width:25%;">Licensed Site Profs.</td> <td style="width:10%; text-align: center;">_____</td> <td style="width:10%; text-align: center;">(_____)</td> <td style="width:25%;">Other</td> <td style="width:10%; text-align: center;">_____</td> <td style="width:10%; text-align: center;">(_____)</td> </tr> <tr> <td>Architects</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Electrical Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Mechanical Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Acoustical Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Environmental</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Planners: Urban./Reg.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Civil Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Fire Protection</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Specification Writers</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Code Specialists</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Geotech. Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Structural Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Construction Inspectors</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Industrial</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Surveyors</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Cost Estimators</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Interior Designers</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Drafters</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Landscape</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td style="text-align: center;">Total</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> </table>			Admin. Personnel	_____	(_____)	Ecologists	_____	(_____)	Licensed Site Profs.	_____	(_____)	Other	_____	(_____)	Architects	_____	(_____)	Electrical Engrs.	_____	(_____)	Mechanical Engrs.	_____	(_____)		_____	(_____)	Acoustical Engrs.	_____	(_____)	Environmental	_____	(_____)	Planners: Urban./Reg.	_____	(_____)		_____	(_____)	Civil Engrs.	_____	(_____)	Fire Protection	_____	(_____)	Specification Writers	_____	(_____)		_____	(_____)	Code Specialists	_____	(_____)	Geotech. Engrs.	_____	(_____)	Structural Engrs.	_____	(_____)		_____	(_____)	Construction Inspectors	_____	(_____)	Industrial	_____	(_____)	Surveyors	_____	(_____)		_____	(_____)	Cost Estimators	_____	(_____)	Interior Designers	_____	(_____)		_____	(_____)		_____	(_____)	Drafters	_____	(_____)	Landscape	_____	(_____)		_____	(_____)	Total	_____	(_____)
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5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																		

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



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

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

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

Sub-Consultant Name:

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

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.						
# of Total Projects:		# of Active Projects:		Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge		Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not)	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.				
		2.				
		3.				
		4.				
		5.				
		6.				
		7.				
		8.				
		9.				
		10.				
		11.				
		12.				

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

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

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

**DEDHAM-WESTWOOD WATER DISTRICT
DESIGN CONTRACT WORK ORDER (No. _____)**

To: _____
(Name of Engineering Company/Service Provider)

(Address)
(hereinafter called "DESIGNER")

From: Dedham-Westwood Water District, 50 Elm Street, P.O. Box 9137
Dedham, MA 02027-9137
(hereinafter called "OWNER")

Please provide the following engineering services:

A. SCOPE OF SERVICES; DESCRIPTION OF PROJECT

B. DESIGN COMPLETION DATE: _____

C. THE CONTRACT SUM

The OWNER shall pay the DESIGNER for the performance of the Agreement:
(check the type of contract payment agreed to by the parties)

the total sum of
(\$_____); there shall be no additional payment for costs or reimbursable expenses
defined in Terms and Conditions.

Designer's cost, including all reimbursable expenses defined in Terms and
Conditions plus a fee of (\$_____).

A reasonable fee based on Designer's time, material and costs, including
all reimbursable expenses, an estimate of which total fee is provided herewith by
Designer and attached hereto as Exhibit A. Designer understands that Owner's retention
of the Designer is based on Owner's reliance on the accuracy and reasonableness of the
Designer's estimate.

A fee based on time charged plus expenses. Such fee will be equivalent to
the sum of (i) _____ times the cost of salaries of those personnel working on the
Project (or the billing rates as negotiated) and (ii) _____ times other direct costs
which include transportation, printing and reproduction of plans and reports, telephone
charges, postage, computer time, sub-consultant charges such as specialty engineering,
soils, surveying, testing of materials, and other identifiable expenses. Compensation

shall be payable monthly, as earned, and shall not exceed \$ _____ without prior written authorization from the owner.

Owner shall not be required to pay for any work or expenses that the owner has not approved in writing.

D. SPECIAL TERMS:

E. CONTRACT DOCUMENTS

The Contract Documents for the Agreement consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- FIRST This DESIGN CONTRACT WORK ORDER and any specifications and/or drawings attached thereto or referred to therein.

- SECOND SCOPE OF SERVICES, DATED _____

- THIRD TERMS AND CONDITIONS (*Rev. Dec. 2004*)

- FOURTH DESIGNER'S CONTRACT SUPPLEMENTARY DATA AND STATEMENT OF QUALIFICATIONS AND TAX STATUS

- FIFTH COPIES OF ALL REQUIRED BONDS, CERTIFICATES OF INSURANCE AND LICENSES REQUIRED FOR THIS AGREEMENT

See Terms and Conditions Article 2.

OWNER
DEDHAM-WESTWOOD WATER DISTRICT

BY: _____
Print Name
Title: _____

The above order is accepted this _____ day of _____, 200 .

DESIGNER: _____
Print Name
Title: _____

**TERMS AND CONDITIONS TO BE INCORPORATED
INTO AND BECOME PART OF
DEDHAM-WESTWOOD WATER DISTRICT
DESIGN CONTRACT WORK ORDER**

These Terms and Conditions shall be incorporated into and become part of the Dedham-Westwood Water District Design Contract Work Order to which they are attached.

WITNESSETH that the DESIGNER and the OWNER, for the consideration hereinafter named, agree as follows:

ARTICLE 1: DEFINITIONS:

- 1.1 The DEDHAM-WESTWOOD WATER DISTRICT shall be called “**OWNER**”;
- 1.2 The engineering firm identified in the attached Dedham-Westwood Water District Design Contract Work Order shall be called “**DESIGNER**”
- 1.3 The work and services described in the Scope of Services shall be called “**PROJECT**”.

ARTICLE 2: CONTRACT DOCUMENTS

The Contract Documents for the Agreement (hereinafter called the “Agreement”) for the DESIGNER’S work and services consist of those documents set out in the Work Order Section E. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to the Agreement must be in writing and signed by an official with the authority to bind the OWNER.

ARTICLE 3: SCOPE OF THE WORK

The DESIGNER shall furnish all materials, labor, equipment, and perform all engineering work and services shown in the Contract Documents, and the DESIGNER agrees to perform all services as required by the Contract Documents.

ARTICLE 4: TIME OF COMPLETION

- 4.1 The services to be performed under the Agreement shall be commenced within 10 calendar days after the OWNER issues a written Notice to Proceed to the DESIGNER, and shall be entirely completed on the date set out in Section B of the DESIGN CONTRACT WORK ORDER, unless extended by written amendment signed by both Designer and Owner.

- 4.2 The DESIGNER hereby agrees that if it fails to carry on the services with reasonable speed or stops services altogether without due cause, as determined in each case by the OWNER, the OWNER may give notice to the DESIGNER in writing to proceed with the services or to carry on the services more speedily. Three days after the presentation of such notice, if the services are not proceeding to the satisfaction of the OWNER, the DESIGNER shall be considered to have defaulted in the performance of the Agreement.

ARTICLE 5: THE CONTRACT SUM

The OWNER shall pay the DESIGNER for the performance of the Agreement the contract sum set out in the Work Order Section C.

- 5.1 Reimbursable Expenses include actual expenditures made by Engineer, including, but not limited to:
- 5.1.1 transportation and living expenses incurred in connection with travel on behalf of OWNER;
 - 5.1.2 overnight or priority postage and costs for special handling of documents;
 - 5.1.3 special renderings and models requested by OWNER for presentation purposes;
 - 5.1.4 expense of overtime work requiring higher than regular rates provided same has been approved in writing by the OWNER;
 - 5.1.5 expense of any additional insurance coverage or limits, including professional liability insurance, requested by OWNER in excess of that normally carried by DESIGNER and DESIGNER'S consultants;
 - 5.1.6 automobile expenses for personal or company vehicles at the then current federal approved rate , plus toll charges, for travel in conduct of the work, or rental of vehicles plus gasoline and toll charges for traveling to conduct the work;
 - 5.1.7 purchase or rental of specialized equipment and other supplies necessary to conduct the work provided same has been approved in writing by the OWNER;
 - 5.1.8 computer, drafting, typing and other services or labor provided by outside contract personnel or vendors provided same has been approved in writing by the OWNER;
- 5.2 Miscellaneous Overhead Expenses, including expenditures for miscellaneous telephone, fax, photocopying for external use only, express or large item postage,

digital camera, and computer expenses incurred on the PROJECT. Unless specifically agreed to in the Design Contract Work Order, Reimbursable Expenses shall not include salaries and wages, or indirect costs for the allocation of overhead, general and administrative costs.

ARTICLE 6: PAYMENT

- 6.1 The OWNER shall make payment not later than the last day of the month next following the OWNER'S receipt of an invoice for work performed or materials supplied the previous month.
- 6.2 With an invoice the DESIGNER shall submit evidence satisfactory to the OWNER that the services have been performed or have been delivered as of the date of such invoice, or, for final invoice, that the work has been completed and that all payrolls, material bills and other indebtedness connected with the services have been paid. Invoices based on time and material shall contain a detail of hours expended by each staff member of DESIGNER, his or her billing rate, extended costs, and budget updates. There shall be no payment for work, charges or changes not pre-approved in writing by OWNER.
- 6.3 The fees established under the Agreement are not to exceed the amount stated in Article 4 and include all of the expenses for all of the DESIGNER'S Consultants and Subcontractors.

ARTICLE 7: USE OF DESIGNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 7.1 All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the DESIGNER or DESIGNER'S Consultants shall become the property of the OWNER upon payment of sums due under the contract.
- 7.2 Subject to the provisions of Section 7.3 the OWNER may at any time and under any circumstances use the Drawings, Specifications and such other documents prepared by the DESIGNER or the DESIGNER'S Consultants as needed for the construction, maintenance, repair, or modification of the PROJECT.
- 7.3 The OWNER shall indemnify the DESIGNER or the DESIGNER'S Consultants and release and hold them harmless from any claims arising out of any use of or changes to the documents made by the OWNER or his representatives during any other construction not a part of the contract.
- 7.4 Pursuant to Mass. Gen. Laws, Chapter 7 Section 38H, paragraph (j), DESIGNER shall not be compensated for any services involved in preparing changes that are

required for additional work that should have been anticipated by DESIGNER in the preparation of the bid documents, as reasonable, determined by OWNER.

ARTICLE 8: NONPERFORMANCE

In the case of any default on the part of the DESIGNER with respect to any of the terms of the Agreement, the OWNER shall give written notice thereof, and if said default is not made good within such time as the OWNER and DESIGNER agree to in writing, the OWNER shall notify the DESIGNER in writing that there has been a breach of the Agreement and thereafter the OWNER shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the OWNER shall determine, and the DESIGNER shall pay for the completion of such work to the extent that the total costs exceed the Contract sum specified in Article 4, and reimburse the OWNER for all reasonable expenses incurred by reason of said breach. The DESIGNER in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Contract sum, and the amount of any balance due the DESIGNER shall be determined by the OWNER and certified to the DESIGNER.

ARTICLE 9: TERMINATION

The Agreement may be terminated by either party upon not less than seven day's written notice should the other party fail substantially to perform in accordance with the terms of the agreement through no fault of the party initiating the termination.

ARTICLE 10: NOTICE

All notices required to be given under the Agreement shall be given in writing and shall be effective upon receipt by hand delivery, electronic facsimile, overnight mail or any form of U.S. postal service, to the parties at the addresses set out on the Work Order.

ARTICLE 11: INSURANCE

- 11.1 The DESIGNER shall at his own expense, obtain and maintain a Professional Liability Policy for errors, omissions, or negligent acts arising out of the performance of the agreement in a minimum amount of \$3,000,000.00 and a deductible amount not to exceed \$100,000.00. The DESIGNER states that at the beginning of the Agreement term it carries insurance in the amount of \$3,000,000.00 per claim, with a deductible of \$100,000.00.
- 11.2 The coverage shall be in force from the time of the Agreement to the date when all work designed under the Agreement is completed and accepted by the OWNER. Since the insurance is normally written on a year-to-year basis, the DESIGNER shall notify the OWNER should coverage become unavailable or if its policy should change.

- 11.3 The DESIGNER shall, before commencing performance of the Agreement, provide and maintain Worker's Compensation insurance in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- 11.4 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 the Agreement in event of loss or destruction until the final fee payment is made or all data is turned over to the OWNER.
- 11.5 The DESIGNER shall provide public liability insurance, including motor vehicle liability and legal defense costs for claims arising out of death or bodily injury or property damage, with minimum policy limits as follows: death or bodily injury coverage in the amount of \$1,000,000/\$3,000,000 and property damage coverage in the amount of \$1,000,000.
- 11.6 Certificates and any and all renewals substantiating that required insurance coverage be in effect shall be delivered at the time of the execution of the Agreement and filed with the contract. Each certificate shall name OWNER as an additional insured and state that any cancellation of insurance shall not be valid unless written notice thereof is given by the insurer to the OWNER at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The DESIGNER shall indemnify, defend, and save harmless the OWNER, and all of its or their members officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of the negligence of the DESIGNER in the performance of the services covered by the Agreement and/or failure to comply with terms and conditions of the Agreement, whether by himself or his employees or subcontractors.

ARTICLE 12. SUBCONTRACTING OF WORK

The DESIGNER shall not subcontract any of the services, which it is required to perform under the Agreement to any corporation, entity or person without the prior approval of the OWNER. Proposed subcontractors shall be stated in the Scope of Services and Cost Estimate.

ARTICLE 13. OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the DESIGNER, the OWNER shall be the owner of all plans, including the "As Built" plans, specifications, electronic data and

computations created by the DESIGNER that relate to the Agreement and DESIGNER shall deliver all such material to OWNER. The OWNER agrees that the information contained therein was produced specifically for the Agreement and agrees to hold the DESIGNER harmless from any liability of the OWNER'S use of these documents in any future project not directly related to the subject matter of the Agreement.

ARTICLE 14: GOVERNING LAW

The DESIGNER shall perform the services required under the Agreement in conformity with requirements and standards of the OWNER, as given in writing to the DESIGNER by OWNER, and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

ARTICLE 15: TIME RECORDS

The DESIGNER shall cause to be maintained complete, accurate, and detailed records of all time devoted to the PROJECT by the DESIGNER and each consultant or subcontractor employed by the DESIGNER. The OWNER may at all reasonable times audit such records. On contracts where the total design fees exceed \$10,000 or which are for the design of a building for which the budgeted or estimated construction cost exceeds \$100,000, the DESIGNER shall comply with Massachusetts General Laws, Chapter 30, Section 39R, which requires the DESIGNER to:

- 15.1. maintain accurate and detailed accounts for a six-year period after the final payment [(b)(1)].
- 15.2. file regular statements of management concerning internal auditing controls [(c)].
- 15.3. file an annual audited financial statement [(d)].
- 15.4. submit a statement from an independent certified public accountant that such CPA has examined management's internal auditing controls and expresses an opinion as to their consistency with management's statement in 15.2 above and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to the **DESIGNER'S** financial statement

ARTICLE 16 RESPONSIBILITIES OF DESIGNER

The DESIGNER shall be responsible for the following:

- 16.1. DESIGNER will perform all work in accordance with the attached Scope of Services.
- 16.2. DESIGNER will perform all work in a professional manner that is consistent with other professionals performing similar work in Eastern Massachusetts at the time services are rendered.

- 16.3 DESIGNER shall comply with all laws, building codes and regulations applicable to DESIGNER'S performance of the Scope of Services.
- 16.4 DESIGNER shall assign a project manager to act as DESIGNER'S representative with respect to services to be rendered under the Agreement.
- 16.5 DESIGNER shall have all licenses and permits required by the Scope of Services.
- 16.6 DESIGNER shall give prompt written notice to OWNER whenever DESIGNER observes or otherwise becomes aware of any development that may affect the Scope of Services, the timing of Engineer's services, or the cost or completion date of the project.
- 16.7 Within 30 days after completion of construction, DESIGNER shall furnish OWNER with final "As-Built" plans of the improvements.

ARTICLE 17. RESPONSIBILITIES OF OWNER

The OWNER, without cost to the DESIGNER, shall:

- 17.1 Designate to DESIGNER, in writing, a person to act as OWNER's representative with respect to the services to be performed under the Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
- 17.2 Make available to the DESIGNER all available, relevant information known to the OWNER to be in its possession pertinent to the services being provided under the Agreement, including all known information about site conditions, property descriptions, zoning, deed and other land use restrictions with property, boundary, easement, right-of-way and other special survey record plans, including any known relevant reference points,
- 17.3 Make available to the DESIGNER all available data prepared by or services of others, including without limitation, all borings, probings, and subsurface explorations, hydrographic surveys laboratory tests and inspections of samples, materials and equipment.
- 17.4 Notify DESIGNER promptly of all known or suspected Hazardous Materials at the site, of any contamination of the site by Oil or Hazardous Materials, and of any other conditions requiring special care, and make available to the DESIGNER any available documents describing the nature, location and extent of such materials, contamination or conditions.

17.5 Unless the Agreement expressly provides otherwise, DESIGNER shall be entitled to rely on accuracy of information given to it by the OWNER, so long as evaluated in the professional expertise of the DESIGNER. If the DESIGNER requires additional information or documentation it shall promptly notify the OWNER of the information or documentation it requires for the performance of its services.

ARTICLE 18. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

The Agreement shall be binding upon the OWNER and the DESIGNER and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the OWNER and the DESIGNER. Neither the OWNER nor the DESIGNER shall assign, sublet or transfer any interest in the Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.