

TOWN OF DEDHAM



REQUEST FOR QUALIFICATIONS
123 High Street Elevator Installation Design Services
Contract Number #20230002

Release Date	Wednesday February 22 nd , 2023
Pre-Bid Conference (Walk-through)	Yes- Wednesday, March 1 st , 2023 @ 10:00 AM
Deadline for Questions	Friday, March 3 rd , 2023 @ 12:00 PM
Proposals Due	Thursday, March 9 th , 2023 @ 10:00 AM

The Town of Dedham invites proposals from qualified architectural, and engineering firms for full-service design and value engineering, bidding, and construction administration services to design the installation of a code compliant elevator for access within the Town-owned building located at 123 High Street, Dedham, MA 02026

Request for Qualifications and Proposal Forms may be obtained from the Office of the Town Manager, 450 Washington St, Dedham, MA 02026 starting on Monday February 22nd, 2023 during normal business hours, upon payment of a nonrefundable fee of \$50.00 made payable to the Town of Dedham. Cash is not acceptable.

Request for Qualifications and Proposal Forms may also be obtained for **FREE** from the Town of Dedham’s website found [here](#).

Sealed proposals clearly marked “20230002- 123 High Street Elevator Installation Design Services” must be received by **10:00 A.M. on Thursday March 9th 2023**, in the Town Manager’s Office located on the 3rd floor of Town Hall, suite 322 at 450 Washington Street, Dedham, MA 02026. Attn: Rana Mana-Doerfer

Procurement Overview

Primary Contact (bid questions)	Rana Mana-Doerfer, Director of Procurement 781-751-9105
Contract Manager	Town Manager's Office
Bid Package Available	Wednesday February 22nd, 2023 - Information and details of bidding requirements may be obtained at the Town Manager's Office, 450 Washington Street, Dedham, MA for a \$50 non-refundable fee, or online at the Town's Website for FREE
Pre-Bid Meeting	Yes- Wednesday, March 1st, 2023 @ 10:00 AM
Bid Deposit	None for this procurement
Deadline for Written Questions	Friday, March 3 rd , 2023 @ 12:00 By Mail: 450 Washington Street Attn: Rana Mana-Doerfer By Email: procurement@dedham-ma.gov Notice: All questions will be answered in a formal addendum.
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's Webpage and emailed to all bidders on our recorded bidders list.
When and Where Bids are Due	10:00 AM Thursday, March 9 th , 2023. Town Hall, 450 Washington St, Dedham, MA 02026. 3 rd floor, Town Manager's Office.
RFQ Review	Qualifications will be reviewed by an evaluation committee. This will take place over a 3-4 week period.
Number of Required Copies	One (1) original copy, nine (9) copies, and one (1) digital copy CD or USB Drive.
Contract Award	Awardee will be notified within 90 business days upon final designer selection. Tentative award to be made by April, 2023
Contract Length	This Agreement shall be for a term commencing upon execution of agreement and ending upon successful completion and development of design plans per scope outlined in this bid package.

I. General Information

The Town of Dedham requests proposals from qualified architects, and Engineers registered in Massachusetts and other appropriate firms/individuals to provide a compelling and comprehensive design for the installation of an elevator at 123 High Street, Dedham, MA 02026

All interested parties must submit ten (10) copies of their proposals (one (1) original and nine (9) copies and one (1) digital copy CD or USB Drive) containing complete information as requested in the PROPOSAL SUBMISSION REQUIREMENTS described herein by **10:00 AM Thursday, March 9th, 2023** to the Town Manager's Office located on the 3rd floor of Town Hall at 450 Washington Street, Dedham, MA 02026. Attn: Rana Mana-Doerfer

**** PLEASE NO SPIRAL BOUND.** Stapled, paper clipped, or binder clipped will suffice. The original must be marked original by way of stamp, or watermark.

II. Project Description

The Project will result in the development and preparation of final plans, specifications and other bid documents and construction services for the installation of an elevator at 123 High Street. Value analysis of preliminary schematic designs is required, along with the development of updated construction and operation budgets for the Town's approval.

The Designer is responsible for final design compliance with the Americans with Disabilities Act guidelines and applicable building and life safety codes.

All work to be performed will be subject to the approval of the Town Manager, subject to adequate funding authorized by the Town.

Project Cost

1. The Estimated Construction Cost of this project is not to exceed Eight Hundred Ninety Thousand Dollars and 00/100 (**\$890,000.00**), including Designer Services, depending upon the project scope as agreed upon by the Owner.

2. The Design Fee for the basic services will be negotiated with the top ranked Designer. Should the Town and the Designer not be able to successfully

negotiate a price and scope of service, the Town will begin negotiations with the next top ranked Designer.

III. PROJECT SCOPE

1. The Town is seeking the design services of qualified architects, and Engineers registered in Massachusetts and other appropriate firms/individuals, to provide designs, specifications and construction administrative services through the design development, construction document, bidding, construction and closeout phases of this potential project. The Owner seeks preparation of preliminary drawings, specifications and costs estimated in preparation for public bidding.
2. The Town of Dedham has allocated funding (\$490,000 on the Town Side) for the design and preliminary construction document development Phase for the installation of a code compliant elevator for access within the Town-owned building located at 123 High Street, and for the construction phase. The building is currently without one. The Town seeks project specifications and document development to identify the extent of necessary construction, determine desired replacement equipment and prepare for public bidding of this work.

IV. Scope of Services

1. This RFQ will be appended to and become part of the Contract for Designer Service. Any Designer selected as a result of this RFQ will be required to execute the Contract for Designer Services that is attached hereto. Designers submitting an application in response to this RFQ must specify any exceptions to the Contract at the time of applications. The Owner may consider any such exceptions but shall not be bound by any such exceptions. A failure to specify exceptions will be deemed an acceptance of the Contract's terms and conditions.
2. Basic Services specifically include, but are not limited to, verification of previous studies or reports, additional hazardous material testing, architecture, cost estimating, electrical, fire protection, basic environmental permitting,

lighting design, and detailed cost and life-cycle analyses. The preparation of construction documents; bidding and administering of the Construction Contract Documents and other design and consulting services incidental but required to fulfill the project goals are also a part of this Designer RFQ and considered a part of the Basic Services.

3. The Architect/Engineer will be required to include in its Basic Services an estimate of all reimbursable expenses and this will be included in the negotiated fee.

The general scope of work shall include, but not be limited to the following tasks:

- A. Design Development. This phase will consist of preparing detailed design and program documents and related services. The program documents will consist of:
1. Meeting as many times as necessary with Town Personnel, including but not limited to the Town Manager, Assistant Town Manager, Director of Procurement, Director of Engineering.
 2. 2-3 meetings with the Mother Brook Arts and Community Center. Subject to change depending on Town's needs.
 3. Complete and well detailed construction drawings and specifications including site plans suitable for permit submission and for use by the General Contractor.
 4. Capital construction cost estimates and schedules, including phasing, site development and construction staging areas.
 5. Furnishings and equipment cost estimates and coordination into design spaces.
 6. Annual Operation/maintenance cost estimates, based on accepted engineering practices for energy consumption of installed equipment.
 7. The Designer shall be required to cooperate with the Town's Project Manager in the provision of services for the project

including but not limited to value engineering, construction phasing, and overall coordination.

B. Construction Documents.

1. The Designer shall prepare complete working plans and specifications in sufficient detail to permit contractor bids in open competition for construction of the Project.
2. Detailed cost estimates for the Project shall be further developed and shall include quantities of all materials and unit prices for labor and materials as well as cost estimates for each item of work.

C. Bidding.

1. The Designer shall prepare the final construction contract documents, including advertising for receipt of bids from construction contractors.
2. The Designer shall assist in distributing the bidding documents to prospective proposers and assist the Awarding Authority in prequalifying proposers.
3. The Designer shall prepare and distribute all addenda and shall conduct a pre-bid conference.
4. The Designer shall review all bids and make a recommendation of award to the Awarding Authority.

D. Construction Administration Services.

1. The Designer will be charged with the general administration of the construction contract, with the Town's Director of Procurement acting as Project Manager.
2. The Designer must be present and active on the site periodically during the lifetime of the project. Construction oversight shall be performed by the Designer to assure work is in accordance with specifications until the completion and acceptance of the project.
3. The Designer shall participate, on-site, in weekly project meetings with General Contractor, Project Manager and others as required by the Town.
4. The Designer shall require each consultant employed by the Designer to make site visits periodically for the same purposes during the progress of that portion of the construction to which the consultant's services relate; and to report in writing thereon to the Designer.
5. The Designer shall check and approve samples, schedules, shop drawings and other submissions by the General Contractor.
6. The Designer shall recommend condemnation of all project work observed by the Designer that fails to conform to the contract documents.
7. The Designer shall decide all questions regarding interpretation of or compliance with the construction documents, except as the Town may, in writing, otherwise determine.

8. The Designer shall review and act on all requests for changes in the plans, specifications or contracts for the project.
9. The Designer shall report to the Town, in writing, on the progress of the construction.
10. The Designer shall conduct semi-final and final inspections of the construction project and report the results of such inspections in writing to the Town.

V. Minimum Qualifications & Experience.

The following pieces must be included in the sealed RFQ:

- a. **Letter of Introduction** – Signed by a principal in the firm serving as the lead applicant on the application and include at a minimum; the year the firm was established, total number of employees currently employed, and the number of employees focused on this engagement and include the items as listed below.
- b. **Summary of Qualifications** – Include the firm’s organizational capacity and strengths. List at least two to three (2-3) relevant projects with a brief description of the challenges, strategies and measures incorporated on each job and include a client reference for each. These projects should be similar to the types of projects listed in Section II. Include information on the variance between the firm’s construction cost estimates and actual bid pricing.
- c. **Design Approach** – Discuss how you envision the challenges and opportunities presented by the project described in Section II and how you might meet them to ensure a successful outcome. The Town highly encourages respondents to use this opportunity to elaborate on their thinking and experience with respect to its experience managing similar projects and to highlight those aspects of their qualifications that make them the most attractive design team.
- d. **Design Team** – Identify the players of the team (including illustrative sub-consultants) for the categories of work under this design project. If

applicable, state the firm's name and any proposed individuals' names. Include a summary of each team member's experience, role on the team for this project, and approximate percentage of time allocated to this project. A resume or CV of each proposed team member shall be included in the respondent's submission.

- e. **Bidding and Construction Administration Approach** – Explain how the firm approaches Construction Bidding and Construction Administration.
- **Project Closeout Services** – Discuss respondent's approach to project closeout services. The Town's expectations are that designers will manage the following types of components: all inspections, punch list inspection and follow-up; final inspection and certification; coordination of warranties; O&M documentation and training; plant maintenance guides, and the coordination and delivery of as-built record drawings.

Additionally, the applicant must possess the following:

- Massachusetts professional registration and licensing in all applicable disciplines.
- Thorough knowledge of the Massachusetts Architectural Access Board and Americans with Disabilities Act.
- Maintain sufficient levels of staff to complete the project in an acceptable time frame.

** Must have prior to signing of the contract:

- Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000. A Waiver of Subrogation shall be provided in favor of Town of Dedham.
- General Liability insurance, including property damage, bodily injury or death, and personal injury insurance against claims for damages because of bodily injury or death of any person or damage to property in a minimum amount of \$1,000,000 Per Occurrence. Additional Insured status shall be

afforded in favor of Town of Dedham, as well as a Waiver of Subrogation in favor of Town of Dedham.

- Workers' Compensation insurance at statutory limits, and Employers' Liability coverage at limits of at least \$500,000. A Waiver of Subrogation shall be provided in favor of Town of Dedham.
- Auto Liability insurance in a minimum amount of \$1,000,000 Combined Single Limit for bodily injury or property damage. Additional Insured status shall be afforded in favor of Town of Dedham, as well as a Waiver of Subrogation in favor of Town of Dedham.

VI. Proposal Submission Requirements.

1. Ten (10) copies of the proposal (**Please DO NOT use 3 ring binders or spiral binding**) and one (1) digital copy CD or USB Drive shall be submitted no later than **10:00 A.M. on Thursday March 9th, 2023**. Proposals shall be submitted to and addressed as follows:

Rana Mana-Doerfer
Director of Procurement
Dedham Town Hall
450 Washington Street
Dedham, MA 02026

Postmarks will not be considered. It is the sole responsibility of the proposer to ensure that its proposal arrives on time at the designated place.

2. Proposal shall be submitted in a sealed envelope clearly marked on the outside as follows:

“20230002- 123 High Street Elevator Installation Design”

3. Complete proposals must include the following:

- a. A list at least two-three (2-3) current or past public and private projects of similar nature with the name and telephone number of reference person(s) to contact. Photos may also be submitted. The description should include the scope of work, the extent of your involvement with the community, and a description of the final project. Include the date of completion and the construction cost, with cost breakdowns where possible.
- b. A general company/firm profile or brochure and list of key personnel who will participate on this project with resumes included.
- c. The identification of any and all consultants who will work with the applicant with resumes attached. Please identify the individual who will bear primary responsibility for this project.
- d. A work plan outlining the applicant’s approach to the project, schedule and sequencing of tasks, along with a proposed completion date.
- e. Documentation of “Minimum Qualifications” as set forth above.
- f. Conditions of proposal offered, if any; and
- g. Any other information that the applicant considers relevant for the purpose of evaluating its qualifications for the project.

VII. General

1. Withdrawal. Applicants may withdraw an application as long as the written request to withdraw is received by the Town of Dedham’s Director of Procurement prior to the time and date of the proposal opening.

2. Public Record. All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. chapter 66, sections 10, and chapter 4, section 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

3. Waiver/Cure of Minor Informalities, Errors and Omissions. The Town 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 to serve the best interest of the Town and its beneficiaries.

4. Rejection of Responses, Modification of RFQ. The Town reserves the right to reject any and all responses if the Town determines, within its own discretion, that it is in the Town's best interests to do so. This RFQ does not commit the Town to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Town 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.

6. The Town of Dedham reserves the right to reject proposals, to waive technicalities, to advertise for new proposals, or to make awards that may be deemed to be in the best interests of the Town.

7. All proposals, discs, plans, CAD drawings, data collected, and reports become the property of the Town.

8. All documents prepared for the project shall remain the property of the Town of Dedham.

G. Incurring Cost

The Town shall not be held liable for any proposal preparation or, if awarded a contract, for any pre-contract activity or costs incurred by any proposer in the preparation of their proposal, preparation or presentation at an interview, during any negotiations regarding the contract, or in execution of the contract.

H. Oral Presentations / Interviews

The Town may require proposers to give oral presentations / interviews regarding their proposal and / or to demonstrate the firm's capabilities to provide the Town of Dedham with the necessary services required under the contract. If shortlisted for an interview, the proposer will be notified of the exact requirements to be addressed at the interview.

I. Examination of Specifications

The proposer shall carefully examine the RFQ and all other documents and data associated with this contract, and become familiar therewith. The Proposers shall not at any time after executing a contract, make any claims whatsoever

alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstandings with regard to the nature, conditions, or character of the work to be completed under this contract, and shall assume all risks resulting from any changes in the conditions which may occur during the progress of the work.

VIII. Selection Process.

1. In evaluating proposals, the evaluation committee will review all proposals and base its rankings and selection of finalists on the following criteria:

- a. Prior experience with similar projects.
- b. Past performance on public projects and working knowledge of the Massachusetts General Laws relating to public construction projects.
- c. Financial stability of the proposer.
- d. Professional qualifications of staff and consultants who will work on the project.
- e. Current workload or clearly established capacity to complete scope of work on a qualitative, timely basis.
- f. Completeness of proposal submitted by each firm.
- g. Design vision for creating a signature public space.
- h. Any other criteria considered relevant to the project.

I. Evaluation Criteria

All statements of qualifications will be reviewed by an evaluation committee consisting of two Town employees & one member of the Motherbrook Arts & Community Center. Final selection will be based upon the evaluators' analysis of the information and materials required under the RFQ and provided by the proposing vendors in their submissions. The Town reserves the right to involve an outside consultant in the selection process. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

Based upon the ranked proposals, at least three (3) firms will be selected and ranked according to preferences and an award recommendation will be made by the Evaluation Committee. Interviews will be conducted as described above.

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

Following the interviews, the highest-ranking Proposer will be contacted, and a fee negotiation period will take place between the selected proposer and one or more representatives of the Town.

If a mutually acceptable compensation agreement cannot be negotiated between the parties, the Town reserves the right to terminate negotiations with the highest ranked Proposer and begin discussions with the next highest ranked Proposer.

The Town reserves the right to reject any and all RFQs if it determines that the criteria set forth have not been met.

The Town Manager is the Awarding Authority for the project and shall undertake the award of the contract based upon the recommendations of the Evaluation Committee and as determined to be in the best interest of the Town. An award of contract will be made within ninety (90) business days after the bid submission date or as soon as practicable thereafter. The time for award may be extended for up to ninety (90) business days by mutual agreement. The contract shall be in substantially the form as attached hereto as Exhibit A.

The Evaluation Criteria set forth in this section of the RFQ shall be used to evaluate responsible and

responsive RFQs. The Evaluation Criteria are:

A. Designer Selection:

a. Be a qualified Designer with the Meaning of M.G.L. Chapter 7C, section 44, employing a Massachusetts registered architect responsible for and being in control of the services to be provided pursuant to the Contract.

b. Complete and submit the Designer Application Form with any RFQ submission for Designer Services. (See, **Exhibit B**).

c. Applicants must meet all established Minimum Criteria for proposal submission to have their proposal considered by the Designer Selection Committee for this RFQ. (See Below).

B. Minimum Criteria

All Proposers must meet the following minimum requirements in order to have their proposal considered:

- i. Five (5) years of experience of providing similar Professional Design/Engineering services;
- ii. Assigned Project Manager(s) must have a minimum of 3 continuous years of service with current firm;
- iii. Firm must have an office in the State of Massachusetts;
- iv. All of the above minimum evaluation criteria must be addressed in a Cover Letter submitted to the Town of Dedham. Maximum page length for the cover letter is Two (2) pages.

C. Comparative Selection Criteria

In the evaluation of the proposal, the Owner and the Designer Selection Panel will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm’s name, individual’s name, professional registration or license number, as applicable, must be listed in the application for each category of work as well as whether the firm is SWMWBA certified as an MBE and/or WBE).

1. Architecture

2. Civil

3. MEP

4. Cost Estimating

5. Code Consultant

6. Hazardous Materials/Environmental Consultant

7. Other – Describe

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff for by sub-consultant(s).

The members of the team for each of the categories of work listed above must be identified including the firm’s name, individual’s name, professional registration or license number, as applicable, as well as whether the firm is SOMWBA certified as an MBE and/or WBE.

Failure to address each category may result in the elimination of the applicant from consideration on this project.

Applicants shall not list any consultants other than those for the categories of work listed above.

The Owner and the Designer Selection Committee will consider the following additional criteria in evaluating proposals. For a detailed breakdown in scoring of comparative criteria, please see **Exhibit F** to this RFQ.

1. Prior similar experience best illustrating current qualifications for the specific project.

2. Past performance of the firm, in any regard to public, private or State-funded across the Commonwealth, with respect to:
 - a. Quality of project design.
 - b. Quality, clarity, completeness and accuracy of plans and contract documents.
 - c. Ability to meet established program requirements within allotted budget.

d. Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions, and change orders.

e. Coordination and management of consultants.

f. Working relationship with contractors, subcontractors, local awarding authority, and local officials.

3. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.

4. The identity and qualifications of the consultants who will work on the project.

5. The financial stability of the firm.

6. The qualifications of the personnel to be assigned to the project.

7. Geographical proximity of the firm to the project site and willingness of the firm to make site visits and attend additional local meetings as required by the client.

8. Additional criteria that the Town of Dedham's Designer Selection Committee considers relevant to the project.

D. Proposal requirements

Person or firms interested in applying must meet the following requirements:

1. Applicants must have an up-to-date status on file with the Department of Capital Asset Management and Maintenance (DCAMM) for the Commonwealth of Massachusetts.

2. Applications shall be on “Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2016” as developed by the Designer Selection Board of the Commonwealth of Massachusetts. (<http://www.mass.gov>). PLEASE SEE FORM LOCATED IN **EXHIBIT B**.

3. Applications (One (1) original and Three (3) Bound copies) must be received on or before **2:00 P.M. EST, September 16, 2022**. Applications should be printed **SINGLE SIDED** and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the proposal is at the applicant’s discretion, but it is recommended that the proposal be laid out in such a manner that the reader doesn’t need to be constantly rotating the proposal.

4. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the applications. The cover letter must include the certifications as noted in Section E of this RFQ. (A copy of any SOMWBA letters should be attached to the cover letter.)

5. The forms and certifications contained in the exhibits must be completed, signed, and submitted as part of the Proposal.

6. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project, subject to the page limitations as set forth in the Standard Designer Application Form. (**Exhibit B**).

I. Pre-Proposal Meeting

All interested parties should attend a briefing session/site walk through to be held on-site at **the Mother Brook Arts & Community Center** (located at 123 High Street, Dedham, MA 02026), scheduled for **Wednesday March 1st, 2023 @ 10:00 AM.** For questions regarding the site visit, contact Rana Mana-Doerfer @ rmanadoerfer@dedham-ma.gov

EXHIBITS

Exhibit A: Draft Contract for Designer Services with Town of Dedham (Example contract form for reference only)

Exhibit B: Designer Application Form for Municipalities not with DSB – Updated July 2016

Exhibit C: Tax Certification Affidavit

Exhibit D: Collusion/Fraud Statement

Exhibit E: Debarment Certificate

Exhibit F: Comparative Criteria to be used by Evaluation Committee

End of Request for Qualifications for Designer Services

EXHIBIT A: Draft Contract for Designer Services with Town of Dedham

PROFESSIONAL SERVICE AGREEMENT

**AGREEMENT
BETWEEN
TOWN OF DEDHAM, MASSACHUSETTS
AND

FOR
DESIGN SERVICES**

THIS AGREEMENT made this _ day of __ in the year Two Thousand and Twenty-Three, between with a usual place of 53 Southampton Road, Westfield, MA 01085____ hereinafter called the DESIGNER, and the Town of Dedham, acting by its Town Manager, with a usual place of business at 450 Washington Street, Dedham, MA 02026, hereinafter called the OWNER.

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

1. Scope of Services

- A. Assist the OWNER, as requested, with professional design services related to design, bidding and construction phase services as described in Attachment A – DESIGNER’s proposal.

2. Contract Price

The OWNER shall pay the DESIGNER for the performance of this Agreement, subject to any additions and deductions provided for herein.

3. Commencement and Completion of Work

- A. It is agreed that time is of the essence of this Agreement. The DESIGNER shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work as outlined in the “Schedule” Section of the attached Scope of Work. Regardless of the completion dates stated in the “Schedule” section, all work associated under this Agreement shall be completed upon successful completion and development of design plans per scope outlined in the bid package and scope of services.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and completion of the work are essential conditions of this Agreement. It is

further agreed that time is of the essence for each and every portion of the Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: DESIGNER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, and diligently at such a rate of progress as will ensure completion within the stipulated number of calendar days, notwithstanding the impacts to the schedule for conditions outside the DESIGNER's control.

4. Performance of the Work

- A. Direction of the Work: The DESIGNER shall supervise and direct the Work, using that degree of care, skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location. The DESIGNER shall be solely responsible for coordinating all portions of the Work under the Agreement, under their control.

B. Responsibility for the Work:

- (1) The DESIGNER shall be responsible to the OWNER for the acts and omissions of their employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the DESIGNER. Consistent with the standard of care referenced in paragraph A. above, the DESIGNER shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by themselves or their consultants and subcontractors. The DESIGNER shall perform their work under this Agreement in such a competent and professional manner that detail checking and reviewing by the OWNER shall not be necessary.
- (2) The DESIGNER shall not employ additional consultants not named in their proposal to the OWNER, nor sublet, assign or transfer any part of their services or obligations under this Agreement without the prior approval and written consent of the OWNER. Such written consent shall not in any way relieve the DESIGNER from their responsibility for the professional and technical accuracy and coordination of all

data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.

- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The DESIGNER and all consultants and subcontractors shall conform their work and services to Dedham's current guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement. "Current" shall be taken to mean those in place at the time of the execution of this Agreement.
- (5) The DESIGNER shall not be relieved from their obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the OWNER in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the DESIGNER.
- (6) Neither the OWNER's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents:

One (1) reproducible and (1) digital copy of all drawings, plans, specifications and other documents prepared by the DESIGNER shall become the property of the OWNER upon payment in full therefor to the DESIGNER. Ownership of stamped drawings and specifications shall not include the DESIGNER's certification or stamp. Any re-use of such documents 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.

D. Notices, Compliance With Laws:

- (1) The DESIGNER shall give notices and comply with federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work in effect at the time the services are rendered. The DESIGNER shall provide the

OWNER with reproductions of all permits, licenses and receipts for any fees paid. The OWNER represents that it has disclosed to the DESIGNER the orders and requirements known to the OWNER of any public authority particular to this Agreement.

- (2) If applicable to DESIGNER's Work, if the DESIGNER observes that any of the OWNER's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations, they shall promptly notify the OWNER in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) In the performance of the Work, the DESIGNER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; DESIGNER's Investigation

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

6. Payments to the DESIGNER

- A. The OWNER shall make payments to the DESIGNER, monthly, upon approval of the DESIGNER's requisitions. Payments shall be made, in general conformance with Attachment B, consisting of the compensation section of Attachment A, on lump sum basis, invoiced on a percentage complete basis, and a time and materials basis, as provided in Attachment B, up to the cost not to exceed noted above, without prior written approval by the Owner.
- B. If there is a material change in the scope of work, the OWNER and the DESIGNER shall mutually agree to an adjustment in the Contract Price.

- C. If the OWNER authorizes the DESIGNER to perform additional services, the DESIGNER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the DESIGNER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the DESIGNER shall be reimbursed by the Owner: (a) at 1.1 times the actual cost to the DESIGNER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the OWNER; (b) at 1.1 times the actual cost of additional or specially authorized expense items, as approved by the OWNER.

8. Final Payment, Effect

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

9. Terms Required by Law

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

10. Indemnification

A. General Liability: The DESIGNER shall indemnify and hold harmless the OWNER from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement that relate to matters of general commercial liability, to the extent such claims, damages, losses, and expenses are caused by the negligent acts or omissions of the DESIGNER or their employees, agents, subcontractors or representatives.

B. Professional Liability: The DESIGNER shall indemnify and hold harmless the OWNER from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement to the extent that such claims, damages, losses, and expenses are caused by the negligent acts, negligent errors or omissions of the DESIGNER or their employees, agents, subcontractors or representatives.

11. Insurance

- A. The DESIGNER shall at their own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00. A Waiver of Subrogation shall be provided in favor of Town of Dedham.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the OWNER. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

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

- C. The DESIGNER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The DESIGNER shall also maintain General Liability insurance, including property damage, bodily injury or death, and personal injury insurance against claims for damages because of bodily injury or death of any person or damage to property in a minimum amount of \$1,000,000 Per Occurrence. Additional Insured status shall be afforded in favor of Town of Dedham, as well as a Waiver of Subrogation in favor of Town of Dedham.
- E. The DESIGNER shall also maintain Auto Liability insurance in a minimum amount of \$1,000,000 Combined Single Limit for bodily injury or property damage. Additional Insured status shall be afforded in favor of Town of Dedham, as well as a Waiver of Subrogation in favor of Town of Dedham.
- F. The DESIGNER shall also maintain Workers' Compensation insurance at statutory limits, and Employers' Liability coverage at limits of at least \$500,000. A Waiver of Subrogation shall be provided in favor of Town of Dedham.
- G. 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 OWNER at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice.
- H. Upon request of the DESIGNER, the OWNER reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default or make a reasonable attempt to cure and the OWNER agrees to extend the cure period.
- B. The OWNER shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the DESIGNER. In the event that the Agreement is terminated pursuant to this subparagraph, the DESIGNER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Royalties and Patents: The DESIGNER shall pay all applicable royalties and license fees. The DESIGNER shall defend all suits or claims for infringement of any patent rights and shall save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the OWNER; but if the DESIGNER believes or has reason to believe that the design, process or product specified is an infringement of a patent, the DESIGNER shall be responsible for such loss unless the DESIGNER promptly give such information to the OWNER, and thereafter the OWNER insists on the use of the design, process or product specified.
- B. Assignment: The DESIGNER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the OWNER.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. Certification of Tax Compliance: By its execution of this Agreement, the DESIGNER certifies, pursuant to General Laws Chapter 62C, Section 49A and under the pains and penalties of perjury, that it has complied with all laws of the

Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

15. Construction Phase Provisions

- A. The DESIGNER shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the TOWN and the DESIGNER, in order to observe the progress and quality of the Construction Work (“Work”) completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Engineer to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the DESIGNER shall keep the OWNER informed about the progress of the Work and shall advise the OWNER about observed deficiencies in the Work.

- C. If the OWNER desires more extensive project observation or full-time project representation/observation, the OWNER shall request by written amendment that such services be provided by the DESIGNER as Additional Services in accordance with the terms of this Agreement.

- C. The DESIGNER shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

- D. The DESIGNER shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The DESIGNER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. This limitation shall not apply to any acts or omissions or failure to perform by the DESIGNER or an entity directly retained by the DESIGNER.

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

DESIGNER:

OWNER:
TOWN OF DEDHAM, MA

Signature

I hereby certify that there is an unencumbered balance of \$ _____ available for this contract and furthermore that this sum is hereby encumbered against the appropriate account for the purpose of this Agreement.

Name of Signer

Title

Director of Finance or Town Accountant

Director of Procurement

Street Address

Leon Goodwin, Town Manager

Town, State and Zip

Approved as to Form

Tax ID#

Town Counsel

DRAFT

EXHIBIT B

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

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

CITY / TOWN / AGENCY

Prime Consultant
Principal-In-Charge

Project Manager for Study

Project Manager for Design

Discipline
(from advertisement)

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

Discipline
(from advertisement)

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

Discipline
(from advertisement)

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

Discipline
(from advertisement)

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

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

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

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

Sub-Consultant Name:

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

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

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

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **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 C: CERTIFICATE OF TAX COMPLIANCE
123 High Street Elevator Installation Design
20230002

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and penalties

(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CONTRACTOR

By: _____

(Signature of Authorized Representative)

Title: _____

Date: _____, 20__

EXHIBIT D: Certificate of Non-Collusion
123 High Street Elevator Installation Design
20230002

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

EXHIBIT E: Certificate of Non-Debarment
123 High Street Elevator Installation Design
20230002

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

EXHIBIT F: COMPARATIVE CRITERIA
123 High Street Elevator Installation Design
20230002

PROPOSER: _____ **EVALUATOR:** _____

Proposals that meet the minimum criteria will be evaluated by the Review Committee on the basis of proposal submission, qualifications and the comparative criteria listed below.

1. PRIOR SIMILAR EXPERIENCE BEST ILLUSTRATING CURRENT QUALIFICATIONS FOR THE SPECIFIC PROJECT.

Highly Advantageous (HA): The Proposer is considered to be above average if their prior similar experience consists of ten (10) projects or more.

Advantageous (A): The Proposer is considered to be average if their prior similar experience consists of five (5) to 9 projects.

Not Advantageous (NA) The Proposer is considered to be below average if their prior similar experience consists of three (3) to 4 projects.

Rating: _____

COMMENTS:

2.PAST PERFORMANCE OF FIRM IN REGARD TO PUBLIC, PRIVATE OR STATE FUNDED PROJECTS IN THE COMMONWEALTH WITH RESPECT TO: a) Quality of project design. b) Quality, clarity, completeness and accuracy of plans and contract documents. c) Ability to meet established program requirements within allotted budget. d) Ability to meet schedules

including submission of design and contract documents, processing of shop drawings, contractor requisitions, and change orders. e) Coordination and management of consultants. f) Working relationship with contractors, subcontractors, local awarding authority, and local officials

Highly Advantageous (HA): The Proposer is considered to be above average based on the opinion of the Evaluator.

Advantageous (A): The Proposer is considered to be average based on the opinion of the Evaluator.

Not Advantageous (NA): The Proposer is considered to be below average based on the opinion of the Evaluator.

Rating: _____

COMMENTS:

3.CURRENT WORKLOAD AND ABILITY TO UNDERTAKE THE CONTRACT BASED ON THE NUMBER AND SCOPE OF PROJECTS FOR WHICH THE FIRM IS CURRENTLY UNDER CONTRACT.

Highly Advantageous (HA): The Proposer is considered to be above average based on the opinion of the Evaluator

Advantageous (A): The Proposer is considered to be average based on the opinion of the Evaluator

Not Advantageous (NA): The Proposer is considered to be below average based on the opinion of the Evaluator.

Rating: _____

COMMENTS:

4.THE IDENTITY AND QUALIFICATIONS OF THE CONSULTANTS WHO WILL WORK ON THE PROJECT.

Highly Advantageous (HA): The Proposer is considered to be above average based on the opinion of the Evaluator

Advantageous (A): The Proposer is considered to be average based on the opinion of the Evaluator

Not Advantageous (NA): The Proposer is considered to be below average based on the opinion of the Evaluator.

Rating:

COMMENTS:

5.THE FINANCIAL STABILITY OF THE FIRM

Highly Advantageous (HA): The Proposer is considered to be above average based on the opinion of the Evaluator

Advantageous (A): The Proposer is considered to be average based on the opinion of the Evaluator

Not Advantageous (NA): The Proposer is considered to be below average based on the opinion of the Evaluator.

Rating:_____

COMMENTS:

6.THE QUALIFICATIONS OF THER PERSONNEL TO BE ASSIGNED TO THE PROJECT

Highly Advantageous (HA): The Proposer is considered to be above average based on the opinion of the Evaluator

Advantageous (A): The Proposer is considered to be average based on the opinion of the Evaluator

Not Advantageous (NA): The Proposer is considered to be below average based on the opinion of the Evaluator.

Rating: _____

COMMENTS:

7.GEOGRAPHICAL PROXIMITY OF THE FIRM AND THE WILLINGNESS OF THE FIRM TO MTO THE PROJECT SITE AND WILLINGNESS OF THE FIRM TO MAKE SITE VISITS AND ATTEND LOCAL MEETINGS AS REQUIRED BY THE CLIENT

Highly Advantageous (HA): The Proposer is considered to be above average based on the opinion of the Evaluator.

Advantageous (A): The Proposer is considered to be average based on the opinion of the Evaluator.

Not Advantageous (NA): The Proposer is considered to be below average based on the opinion of the Evaluator.

Rating: _____

COMMENTS:

8. Additional criteria that the City of Springfield's Engineer Selection Panel considers relevant to the project, including:

Highly Advantageous (HA): Additional criteria considered is considered to be above average based on the opinion of the Evaluator.

Advantageous (A): Additional criteria considered is considered to be average based on the opinion of the Evaluator.

Not Advantageous (NA): Additional criteria considered is considered to be below average based on the opinion of the Evaluator.

Rating: _____

COMMENTS: