

# **TOWN OF MONTAGUE**



## **REQUEST FOR QUALIFICATIONS (RFQ)**

**Public Works Facility Feasibility Study and Design Services**

**October 2015**

**Issued by: Montague Department of Planning and  
Conservation**

**Awarding Authority: Montague Board of Selectmen**

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**Public Works Facility Feasibility Study and Design Services**

The Town of Montague is soliciting qualifications for a new public works facility feasibility study to include site analysis, conceptual site plan and schematic design, and cost estimate for the Town's pre-selected site on Sandy Lane (assessors Map 20 Lot 27), herein referred to as Phase I services. Pending, authorization, and appropriation of funds, the Town reserves the right to negotiate with the same designer for final design services if it is determined by the Town to be in their best interest. The final design services may include schematic design, design development, master plans and specifications, studies, surveys, soil tests, construction bid documents, and construction phase services herein referred to as Phase II services.

Designer Selection services are being procured under Massachusetts General Law c. 7C. The designer's fee for Phase I and II will be a negotiated fee not to exceed \$600,000.00. The initial contract will include services and negotiated fees for Phase I services only. The Phase I contract is not to exceed \$15,000.00. Phase I services will be completed within 120 days of Notice to Proceed. There will be no briefing session prior to the RFQ proposal deadline, forward any questions as instructed in the RFQ document to the Montague Planning Department. As mandated by Massachusetts General Law, c. 7C ss44 the applicant designer shall be a Massachusetts registered Architect or Engineer for Phase I and II of the scope of work.

Request for Qualifications documents are available from the Town of Montague Planning Department, Attn: Walter Ramsey- Town Planner, One Avenue A, Turners Falls, MA 01376 Phone: 413-863-3200 x207, [planner@montague-ma.gov](mailto:planner@montague-ma.gov) . RFQ Documents can be obtained online at no charge at [www.montague-ma.gov](http://www.montague-ma.gov), select 'Request for Proposals' from the "quick Links" subheading on the home page. Applicants are encouraged to register with the Montague Planning Department to be added to the bidders list. Those that do not register will be responsible for monitoring the website bid listing service for the issuance of updates and addenda. Failure to acknowledge issued addenda may result in a proposal rejection.

Sealed proposal qualifications should be delivered to the Montague Planning Department and will be received until the RFQ proposal deadline of **Thursday, December 3, 2015 at 2:00PM**. Late qualifications will be rejected. Immediately following the proposal qualification deadline there will be a public logging of proposals received at Town Hall- One Avenue A Turners Falls, MA. The Town of Montague acting through the Board of Selectmen, the Awarding Authority, reserves the right to reject any and all proposals, waive informalities, and to award contracts in the best interest of the Town.

**REQUEST FOR QUALIFICATIONS:  
Public Works Facility Feasibility Study and Design Services  
Town of Montague, Massachusetts**

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## I. OBJECTIVE

The Town of Montague is soliciting qualifications for a new public works facility feasibility study to include site analysis, conceptual site plan and schematic design, and cost estimate for the Town's pre-selected site on Sandy Lane (assessors Map 20 Lot 27), herein referred to as Phase I services. Pending, authorization, and appropriation of funds, the Town reserves the right to negotiate with the same designer for final design services if it is determined by the Town to be in their best interest. The final design services may include schematic design, design development, master plans and specifications, studies, surveys, soil tests, construction bid documents, and construction phase services herein referred to as Phase II services.

Designer Selection services are being procured under Massachusetts General Law c. 7C. The designer's fee for Phase I and II will be a negotiated fee not to exceed \$600,000.00. The initial contract will include services and negotiated fees for Phase I services only. The Phase I contract is not to exceed \$15,000.00. Phase I services will be completed within 120 days of Notice to Proceed. Of the \$600,000 budget, expenses of an Owners Project Manager (OPM) will also be funded from the same design services budget of \$600,000 since the acquisition of an OPM is required prior to Phase II design services. There will be no briefing session prior to the RFQ proposal deadline, forward any questions as instructed in the RFQ document to the Montague Planning Department. As mandated by Massachusetts General Law, c. 7C ss44 the applicant designer shall be a Massachusetts registered Architect or Engineer for Phase I and II of the scope of work. All meetings, reports, mileage, travel expenses, and associated expenses will be inclusive in the negotiated fee.

Reference the Scope of Work section of this RFQ document for a detailed elaboration of the project requirements and specifications of the project objectives outlined in the legal notice.

### **Organizational Structure:**

The Montague Department of Public Works provides services in the areas of road maintenance, sidewalk maintenance, snow removal, street sweeping, storm drainage maintenance, tree maintenance, sewer collection systems maintenance, public grounds and park maintenance, municipal buildings, and operation of a Recycling Center/Yard Waste/Transfer station.

Montague is 31.5 square miles, has about 108 miles of road and an approximate population of 8,437 residents. Presently the DPW has 15 full time employees plus additional seasonal employees.

Other Available Resources to assist the Contractor:

The Town has other information available that may be of assistance to the contractor including

1. Topographic survey (in CAD format of the site)
2. 2012 Site Study and preliminary Space Needs assessment by Cecil Group.

## II. REQUEST FOR QUALIFICATION INSTRUCTIONS

Request for Qualifications (RFQ) documents are available from the Town of Montague Planning Department, Attn: Walter Ramsey- Town Planner, One Avenue A, Turners Falls, MA 01376  
Phone: 413-863-3200 x207, [planner@montague-ma.gov](mailto:planner@montague-ma.gov) . RFQ Documents can be obtained online at no charge at [www.montague-ma.gov](http://www.montague-ma.gov), select 'Request for Proposals' from the "quick Links" subheading on the home page. Applicants are encouraged to register with the Montague Planning Department to be added to the bidders list. Those that do not register will be responsible for monitoring the website bid listing service for the issuance of updates and addenda. Failure to acknowledge issued addenda may result in a proposal rejection.

Hard copies of proposal documents are available from the Montague Planning Department at no charge. RFQ documents will be mailed for a pre-paid nonrefundable mailing and handling fee of \$20.00.

The requirements set forth in the RFP instructions shall become an integral part of a subsequent contractual arrangement.

### Delivery of Proposals

Qualification submissions should be delivered to the Montague Planning Department, Attn: Walter Ramsey – Town Planner, One Avenue A, Turners Falls, MA 01376 and will be received until the request for qualifications proposal submission deadline of **Thursday, December 3, 2015 at 2:00PM**. Late proposals will be rejected. Immediately following the proposal deadline, all proposals will be publicly logged at the same address in the first floor meeting room.

Postmarks will not be considered. It is the sole responsibility of the applicant to be sure that the proposal arrives on time. Proposals should be clearly marked "**RFQ Public Works Facility Feasibility Study**" The firms **Name & Address** should also be on the envelope. *Include three (3) copies of the proposal, and one (1) thumb drive or CD containing a PDF copy of the proposal.*

#### Within a single envelope supply the following proposal content:

The proposal must contain a detailed description of how the consultant proposes to carry out the requirements set forth in the RFQ, including: a plan of services and a schedule for the completion of each task. The information submitted must include the following:

1. Statement of Project Understanding: A statement, in concise terms, that clearly discusses the consultant's understanding of the expectations of the Town of Montague with detail on the scope of work to be completed for this project;
2. Company background with elaboration on applicable company experience relating to public works facility design. A company background statement which includes:
  - a. Full name, address and telephone number(s) of the firm and, if applicable, the branch office that will perform or assist in performing the contract work.
  - b. Corporations should indicate the state in which they are incorporated. If appropriate, note whether the firm is licensed to operate in Massachusetts, and
  - c. Names, addresses and telephone numbers of personnel authorized to negotiate the proposed contract.
3. Company Financial Stability and Past Performance: Provide documentation supporting the financial stability of the designer. Provide documentation of any debarment and removal/termination of contracts for the designer and proposed sub-consultants.
4. Plan of Service: Provide a detailed description of your understanding of the Scope of Work, as outlined in the RFQ. In this description, detail the approach that your firm will utilize and outline your firm's capabilities to complete the scope of work on time. A detailed breakdown of the tasks

and methodology to be performed by the consultant, including specifics regarding the number of staff hours and other resources required, and the dates for attaining project milestones;

5. Staffing: Identification of each person responsible for directing the work to be performed under the contract. For each individual with identified responsibilities provide resumes. The consultant must include a statement of the percentage of each person's time that will be devoted to this project and a complete resume;

6. Project Experience:

a. Describe your firm's qualifications and experience related to a public works site evaluation and design. Supply documentation of completed studies similar in nature.

b. Provide elaboration on specifically Phase II type of design services of new public works facilities that the proposer has been involved with that are currently in construction or completed. At minimum include reference to these types of facilities from the past 3 years and include Massachusetts public works facilities. Provide a detailed description of the services provided, the current project status, identify the consultant name and their contact information (prime contractor or sub-consultant name), and name and contact information of an appropriate owner.

7. References: Include a complete list of all similar projects completed for public entities in the last 24 months with contact name, telephone number, email, and general description of project. Do not ear mark references, the Towns reserve the right to select from the list of ALL clients. In the event that the Town is not able to get in contact with the reference supplied within two attempts, the Town reserves the right to communicate and solicit reference feedback from a different contact within the public entity that is knowledgeable and familiar with the referenced project.

8. Schedule Commitment: The Town expects Phase I to be completed within 120 calendar days of the Notice to Proceed. The Contractor will prepare supply hard copies of the preliminary design study within the 120 calendar days. Supply documentation of commitment to meet the required date deadlines referenced.

### **Briefing Conference Session:**

There will be no briefing session facilitated. Forward all questions to Walter Ramsey, Town Planner for the Town of Montague by email no less than 7 days) before the RFQ proposal submission deadline.

Questions received after the deadline for questions will not be answered.

### **Modification of Proposals**

A proposer may correct or modify a proposal by written notice received by the awarding authority prior to the receipt deadline. Modifications must be submitted in a sealed envelope clearly labeled "Modification to RFQ- Public Works Facility Feasibility Study". The name and address should also be documented on the envelope.

After the receipt deadline, a proposer may not change any provision of the proposal. Minor informalities may be waived or the proposer may be allowed to correct them. If there is a mistake and the intent is clearly evident on the face of the document the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the document, but the intended correct proposal is not similarly evident. No proposer shall withdraw their proposal within a period of ninety (90) days after the date set for the receipt of proposal qualifications.

### **Questions**

All questions should be directed to Walter Ramsey, Town Planner for the Town of Montague by email no less than 7 days) before the RFQ proposal submission deadline. Questions received after the deadline for questions will not be answered.

### **Assignment**

The successful consultant is prohibited from assigning, transferring, conveying or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or cooperation without prior written consent and approval by the Town.

### **Unexpected Closures**

If at the time of the scheduled proposal deadline, the Montague Town Hall (One Avenue A) is closed due to uncontrolled events such as fire, snow, ice, wind, storm, catastrophe, building evacuation, etc., the proposal deadline for the delivery of proposal qualifications will be extended to the next regular business day at the same time and location posted in the request for qualifications document.

## **III. SCOPE OF SERVICES**

### **Phase I**

#### **Objective**

The Town of Montague is soliciting qualifications for a new public works facility feasibility study to include site analysis, conceptual site plan and schematic design, and cost estimate for the Town's pre-selected site on Sandy Lane (assessors Map 20 Lot 27), herein referred to as Phase I services.

An initial space needs assessment was completed in August 2012 by The Cecil Group as a component of a site evaluation/master plan for 163 acres of municipal land contemplated as an industrial park. This report will be made available to the successful designer and proposers who request the report. It is available online at the following link: [http://montague-ma.gov/Pages/MontagueMA\\_Planning/MasterPlan.pdf](http://montague-ma.gov/Pages/MontagueMA_Planning/MasterPlan.pdf). The report identified space needs and ultimately recommended not locating the public works facility within the industrial park study area. In October of 2015 Town Meeting rejected that recommendation and decided to locate the facility on the municipal land off Sandy Lane. In 2015, Town staff updated the space-needs assessment.

The Scope of Work of the new feasibility study will include reviewing the existing DPW space needs assessment and offer recommendations and collaborate with the Town for assessment of the Sandy Lane site. The current Sandy Lane site is used by the DPW for a salt shed, outside storage, composting, fuel station, and transfer station. All of these elements need to be incorporated into the site plan with the new garage and offices. The Town anticipates converting the existing DPW garage and offices at 500 Avenue A into cold storage. The 2015 Space needs calls for a new climate controlled garage for 14 critical vehicles:

- seven (7) six-wheel dump trucks
- three (3) wheel loaders
- two (2) street sweepers
- one (1) backhoe
- one (1) Vactor

The designer will develop a basic 'Program' for the new DPW complex that will clarify project goals and design issues, provide a rational basis for design decision making, and ensure that the project reflects the Town's values. The Contractor will work with town representatives as part of the Program study to obtain needed information about Department operations, compare that information to industry standards/best practices, and advise the Town on areas for operational development that will influence what the future

space needs will be for a new DPW complex. The Program will address special needs and function of the designed facility, square footage requirements, a preliminary conceptual layout, and preliminary budget estimates including construction, FF&E (furniture, fixture and equipment) and relocation expenses, etc. The Contractor will complete the feasibility study within 120 calendar days of the Notice to Proceed. The Town will review a draft of the study and provide feedback and then a finalized report will be completed. The content of the feasibility study will be documented in a report and four (4) hard copies of the report shall be delivered to the Town. The Contractor will also provide one (1) thumb drive with the report in electronic format that can be reproduced at the town's discretion at no additional expense to the Contractor. After the report is delivered the Contractor will prepare one presentation at a scheduled meeting with the Town. The presentation will be scheduled on a weekday and may be scheduled during the business day or in the evening. The proposal submission will take into account this meeting and all associated expenses associated with the meeting including presentation expenses, mileage, travel, lodging, etc.

## **Phase II**

### **Objective**

Pending the feasibility study recommendation, authorization and appropriation of funds, the Town reserves the right to negotiate with the same designer for final design services for the selected site if it is determined by the Town to be in their best interest. The final design services may include schematic design, design development, master plans and specifications, studies, surveys, soil tests, cost estimates, programs, construction bid documents, and construction phase services herein referred to as Phase II services.

## **IV. PROPOSAL EVALUATION**

### **Minimum Requirements**

Each proposal MUST meet all of the following Minimum Requirements in order to be considered for further proposal evaluation. Proposals that do not meet the following experience and quality requirements will be rejected from further RFQ evaluation and consideration for contract award.

- The Principal In Charge (MA Registration Required) must be able to provide evidence that they have experience with delivering completed design services involving construction of a department of public works type of facility (Phase II, Scope of Work).
- The Proposer designer or their project team must provide evidence that they have experience with delivering a completed feasibility with program, for a department of public works feasibility study or similar type of facility that is in a climate with seasons similar to New England.
- The Proposer must at minimum supply a complete list of ALL similar projects completed for public entities in the last 24 months, with contact names, telephone numbers and general description of project. The TOWN reserves the right to select project contacts of former clients to perform reference checks.
- The Proposer must supply completed Proposal Submission Forms. A completed Certificate of Non-Collusion is a mandatory form.

- Designer Selection Board application form for Municipalities and public Agencies not within DSB Jurisdiction form shall be completed so it is compliant with the legal requirements of Massachusetts General Law, chapter 7C including:
  - Note: The Designer Selection Board application requires that the applicant be a Massachusetts registered architect or engineer: “Eligibility requirements are set forth in this Public Notice in item 8(a), Sub-paragraph (iii) of item 8(a) requires: 1) the majority of directors or a majority of the stock ownership to be persons who are Massachusetts registered architects, landscape architects or engineers; the chief executive officer to be a person who is so registered; and 3) the person to be in charge of the project to be so registered in the discipline required for the project”. The designer should not be a subconsultant, or a technology firm, it should be the applicant for the design work.

Proposals that meet all minimum requirements shall be evaluated based on the responsiveness to the criteria, terms and conditions contained in this RFP and its attachments. Failure to follow instructions, to meet criteria, or agree to the terms and conditions contained in this RFP may be cause for rejection of the proposal as non-responsive. All proposals shall be signed in ink by the proposer. If the proposer is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the proposal and certified by the clerk of the corporation. All proposals shall be binding upon the proposer for a minimum period of ninety (90) calendar days following the opening of the proposals. All proposals and related materials submitted in response to the RFQ shall become the property of the TOWN and will not be returned to proposers unless the TOWN, at its sole discretion, determines otherwise.

**Contract Award:**

Qualification submissions will be evaluated by a Review Committee. Proposals will be evaluated for Minimum Requirements. Those that meet the Minimum Requirements will then be evaluated on Comparative Criteria. Proposals that meet the Minimum requirements will be placed on a short list of recommended proposers. From this short list the Review Committee may select proposers to participate in an interview or may make contact for additional inquires or questions. Finalists will then be ranked and evaluated. No award will be made to applicants or consultants debarred pursuant to M.G.L. c. 149, 44C.

The Committee will then enter into negotiations with the top ranked finalist. Designer Selection services are being procured under Massachusetts General Law c. 7C. The designer’s fee for Phase I will be a negotiated fee not to exceed \$15,000.00. The initial contract will include services and negotiated fees for Phase I services only. Of the \$600,000 budget, expenses of an Owners Project Manager (OPM) will also be funded from the same design services budget of \$600,000 since the acquisition of an OPM is required prior to Phase II design services. If negotiations stall or do not move forward, the Committee will enter into negotiations with the next highest ranked finalist.

Pending feasibility recommendations, appropriation of funds, and authorization from the awarding authority to proceed with Phase II, the Town reserves the right to negotiate and contract with the same designer for the final design services (which may include master plans, studies, surveys, soil tests cost estimates and programs) herein referred to as Phase II, if it is in the Town’s best interest to do so. If Phase II negotiations are unsuccessful or determined not in the best interest of the Town, the Town reserves the right to not award Phase II services, or re-solicit qualifications for Phase II design services.

**Comparative Criteria**

Proposals that meet the minimum requirements will be evaluated by the Review Committee on the basis of proposal submission, qualifications, selection procedures, and other relevant criteria.

**1. GENERAL EXPERIENCE**

**Relevant experience of the designer and proposed consultants in relation to the project scope of work:**

**Highly Advantageous:** The designer and proposed consultant's relevant experience is considered to be above average to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

**Advantageous:** The designer and proposed consultant's relevant experience is considered to be average to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

**Not Advantageous:** The designer and proposed consultant's relevant experience is considered to be below average to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

**Unacceptable:** The designer and proposed consultant's relevant experience is considered to be poor to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

## **2. PUBLIC WORKS FACILITY FEASIBILITY EXPERIENCE**

### **Relevant experience of the designer and proposed consultants with completing public works facility type of feasibility studies:**

**Highly Advantageous:** The designer and proposed consultants have completed public works facility type of feasibility studies for four (4) or more organizations.

**Advantageous:** The designer and proposed consultants have completed public works facility type of feasibility studies for three (3) organizations.

**Not Advantageous:** The designer and proposed consultants have completed public works facility type of feasibility studies for two (2) organizations.

**Unacceptable:** The designer and proposed consultants have completed public works facility type of feasibility studies for one (1) organization.

## **3. MASSACHUSETTS EXPERIENCE OF THE DESIGNER AND PROPOSED CONSULTANTS**

### **Relevant experience of the designer and proposed consultants in providing design services for Massachusetts department of public works (DPW) type of facilities:**

**Highly Advantageous:** The designer and proposed consultants have provided design services for four (4) or more Massachusetts DPW type of facilities.

**Advantageous:** The designer and proposed consultants have provided design services for three (3) Massachusetts DPW type of facilities.

**Not Advantageous:** The designer and proposed consultants have provided design services for two (2) Massachusetts DPW type of facilities.

**Unacceptable:** The designer and proposed consultants have provided design services for one (1) Massachusetts DPW type of facilities.

## **4. STAFF EXPERIENCE AND QUALIFICATIONS**

### **Relevant capability and experience of proposed project staff in relation to the Scope of Services required:**

**Highly Advantageous:** The proposer's professional staff experience and staff qualifications are considered to be above average based on the opinion of the review committee.

**Advantageous:** The proposer's professional staff experience and staff qualifications are considered to be average based on the opinion of the review committee.

**Not Advantageous:** The proposer's professional staff experience and staff qualifications are considered to be below average based on the opinion of the review committee.

**Unacceptable:** The proposer's professional staff does not have the experience and qualifications based on the opinion of the review committee.

## **5. QUALITY OF REFERENCES**

Evaluation of a reference's feedback regarding similar type of scope of work and timely delivery of services performed for a reference organization. The Town reserves the right to select from the list of ALL client owners. Remember at minimum supply a complete list of ALL similar projects completed for public entities in the last 24 months with contact name, telephone number and general description of projects. Do not supply ear marked references. The Town will make 2 attempts to contact a reference owner's representative as requested, but if the Town is still unsuccessful at reaching the owner's representative, the Town reserves the right to solicit a reference from an alternate owner's representative that is familiar with the referenced project.

***Highly Advantageous:*** All selected references checked confirmed that their scope of work was completed to the references satisfaction and completed on time.

***Advantageous:*** One of the selected references checked confirmed that their scope of work was not completed to the references satisfaction or was not completed on time.

***Not Advantageous:*** Two of the selected references checked confirmed that their scope of work was not completed to the references satisfaction or was not completed on time.

***Unacceptable:*** Three or more of the selected references checked confirmed that their scope of work was not completed to the references satisfaction or was not completed on time.

### **Proposals will be rated on these criteria as follows:**

***Highly Advantageous*** - .3 points.

***Advantageous*** - 2 points.

***Not Advantageous*** - 1 point

***Unacceptable*** - 0 points

**V. CONTRACT TERMS AND CONDITIONS FOR PHASE 1 SCOPE OF SERVICES ONLY. A DIFFERENT CONTRACT FOR FINAL DESIGN SERVICES THAT IS MORE APPROPRIATE FOR FINAL DESIGN SERVICES WILL BE COMPLETED FOR PHASE II SCOPE OF WORK**

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The following provisions shall constitute an Agreement with an Effective Date of \_\_\_\_\_ between the Town of Montague, Massachusetts, with an address of One Avenue A Turners Falls, 01376 herein referred to as the 'Town'; and \_\_\_\_\_ VENDOR \_\_\_\_\_ with an address of \_\_\_\_\_, herein referred to as the 'Contractor'. In consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: SCOPE OF SERVICE:**

The Contractor shall provide supplies and services in accordance with the specifications contained in [Attachment A](#): Request for Qualifications: Public Works Preliminary Design Services Services dated December 3, 2015; and Addendum No..... (if any)

**ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete Phase I within 120 days of the Notice to Proceed. It is agreed that time is of the essence of this Agreement. The presentation may be completed after the 120 days. The Substantial Completion Date will be 120 days after the Notice to Proceed. It is expressly agreed between the Contractor and the Town that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the Scope of Work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial Completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages after the Substantial Completion Date, the amount of liquidated damages shall be \$100.00 per day following the Substantial Completion Date.

**ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of \$ *TBD* for Phase I Scope of Work, in accordance with the provisions of the specifications, or as set forth in an attachment hereto in [Attachment B](#), the price proposal.

**ARTICLE 4; CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.

3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Montague, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Longmeadow for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: DESIGNER CERTIFICATION:**

The designer has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with the award of the contract for design services;

Certification that no consultant to, or sub-consultant for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with the award of the consultant or subcontractor of a contract by the designer or construction manager;

Certification that no person, corporation, or other entity, other than a bona fide fulltime employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity to be paid a fee or other consideration contingent upon the award of the contract to the designer; and

Certification that the designer has internal accounting controls as required by M.G.L. c. 30, 39R(d), and that the designer has filed and will continue to file and audited financial statement as required by M.G.L. c. 30, 39R(d).

**ARTICLE 11: LIABILITY INSURANCE:**

Supply professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whom performance the designer is legally liable arising out of the

performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction. The designer shall at its own expense and shall furnish a certificate or certificates of insurance coverage to the Awarding Authority prior to the award of the contract.

**ARTICLE 12: ANTICIPATED ADDITIONAL WORK:**

The designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, or reasonably determined by the individual responsible for administering the design contract.

**ARTICLE 13: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 14: PHASE 1 SCOPE OF SERVICES:**

This agreement is for the Phase I Scope of Services only. In the event that Phase II Scope of Services is authorized and awarded to the same designer by the Town, the contract award for Phase II services will be at the sole discretion of the Town, then a new contract will be negotiated and drafted which will address in more detail final design service contract requirements.

V. PROPOSAL SUBMISSION FORMS

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REQUEST FOR QUALIFICATIONS  
Public Works Facility Preliminary Design Services  
Town of Montague, Massachusetts

**Minimum Requirements**

Each proposal MUST meet all of the following Minimum Requirements in order to be considered for further proposal evaluation. **Does the Proposer fulfill each of the following Minimum Requirements?**

- The Principal in Charge (MA Registration Required) must be able to provide evidence that they have experience with delivering completed design services involving construction of a department of public works type of facility (Phase II, Scope of Work).  

Yes \_\_\_\_\_, No \_\_\_\_\_
- The Proposer or their project team must provide evidence that they have experience with delivering a completed feasibility with program, for a department of public works feasibility study or similar type of facility that is in a climate with seasons similar to New England.  

Yes \_\_\_\_\_, No \_\_\_\_\_
- The Proposer must at a minimum supply a complete list of ALL similar projects completed for public entities in the last 24 months, with contact names, telephone numbers and general description of project. The TOWNS reserve the right to select project contacts of former clients to perform reference checks.  

Yes \_\_\_\_\_, No \_\_\_\_\_
- The Proposer must be able to demonstrate that the applicant designer is financially stable. Provide supporting documentation.  

Yes \_\_\_\_\_, No \_\_\_\_\_
- The Proposer must supply completed Proposal Submission Forms. A completed Certificate of Non-Collusion is a mandatory form.  

Yes \_\_\_\_\_, No \_\_\_\_\_
- DSB Jurisdiction form shall be completed so it is compliant with the legal requirements of Massachusetts General Law, chapter 7C including:
  - Note: The Designer Selection Board application requires that the applicant be a Massachusetts registered architect or engineer: “Eligibility requirements are set forth in this Public Notice in item 8(a), Sub-paragraph (iii) of item 8(a) requires: 1) the majority of directors or a majority of the stock ownership to be persons who are Massachusetts registered architects, landscape architects or engineers; the chief executive officer to be a person who is so registered; and 3) the person to be in charge of the project to be so registered in the discipline required for the project”. The designer should not be a subconsultant, or a technology firm, it should be the applicant for the design work.  

Yes \_\_\_\_\_, No \_\_\_\_\_

REQUEST FOR QUALIFICATIONS  
Public Works Facility Preliminary Design Services  
Town of Montague, Massachusetts

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**Contact Information:**

Company Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tel. & Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**ADDENDA:**

**I acknowledge receipt of the following Addenda (if any) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

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**SUBSTANTIAL COMPLETION:**

Is the Proposer committed to obtaining Substantial Completion for Phase I services within 30 days of notice to proceed.?

**YES \_\_\_\_\_, NO \_\_\_\_\_**

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**CERTIFICATE OF NON-COLLUSION: REQUIRED FORM**

Pursuant to M.G.L. Ch. 30b, s10, the undersigned hereby certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without fraud or collusion with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

\_\_\_\_\_  
Signature of person submitting contract/bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

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**CERTIFICATE OF TAX COMPLIANCE**

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

\_\_\_\_\_  
*Social Security Number or  
Federal Identification Number*

\_\_\_\_\_  
*Signature of Individual or  
Corporate Name*

\_\_\_\_\_  
*Corporate Officer (if applicable)*

Standard Designer Application Form for Municipalities and Public Agencies  
not within DSB Jurisdiction (Updated May 2014)

Found at the following link:

<http://www.mass.gov/anf/docs/dcam/dlforms/dsb/14-6-10-cities-towns-application.pdf>



### Turnpike Road Area Concept Plan

0 460 920 Feet

 Town Land     Solar Array (Planned)     DPW Study Area

