

NOTICE TO RESPONDERS

The Town of Hanover, Hanover Town Hall, 550 Hanover Street, Hanover, MA 02339 (“the Town”), acting through the Hanover Town Manager, invites the submission of sealed Responses for designer services related to the restoration and rehabilitation at the Hanover Town Hall. Copies of this RFQ may be obtained from the Office of the Hanover Town Manager’s Office, 550 Hanover Street, Hanover, MA 02339, Monday, Tuesday, and Thursday, between 8:00 A.M. and 4:00 P.M. local time, Wednesday, between 8:00 A.M. and 8:00 P.M. local time, and Friday, 8:00 A.M. to 12:00 P.M. (noon) local time, beginning on Wednesday, August 26, 2015. The RFQ is also available on the Town of Hanover’s website and on ProjectDog.com by searching the project code 808448. Questions regarding this RFQ shall be submitted in writing and shall be delivered to the Town Manager’s Office by the close of business (4:00 P.M. local time Monday, Tuesday, and Thursday, 8:00 P.M. local time Wednesday, and 12:00 P.M. (noon) local time on Friday) on Wednesday, September 16, 2015. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. A non-mandatory briefing and building tour has been scheduled for September 9, 2015 and September 16, 2015 at 2:00 P.M. local time, at Hanover Town Hall, 550 Hanover Street, Hanover, MA 02339. For more information, please contact the Town Planner, Peter Matchak at 781-826-5000 Ext 1026, or Associate Planner, Heather Lamplough Ext 1016. Response Submission Deadline – Wednesday, September 30, 2015 at 3:00 P.M. local time. Ten copies plus an original signed Response are due by the above Response Submission Deadline at offices of the Town Manager, 550 Hanover Street, Hanover, MA 02339. All Responses must be accompanied by a completed copy of the Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2014, a copy of which is attached. This document can also be accessed electronically at <http://www.mass.gov/anf/docs/dcam/dlforms/dsb/14-6-10-cities-towns-application.pdf> Submissions must also include completed and signed and fully executed versions of all documents contained in the appendices section of this RFQ. Each Responder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Town Manager’s Office in the Hanover Town Hall shall be considered official. No late Responses shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Hanover Town Hall is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which Town Hall is open. Pursuant to M.G.L. c. 7C, §§44-58, the Town reserves the right to award one (1) Contract, if at all, to the most qualified responsive and responsible Responder who complies with the Response Submission Requirements in the RFQ. The award of any contract pursuant to this RFQ shall be subject to appropriation by Town Meeting. The Contract will be awarded, if at all, on a negotiated basis, subject to negotiation and subject to all procedures outlined in the RFQ, pursuant to M.G.L. c. 7C, §§44-58 and all applicable regulations and guidelines.

All Responses shall comply with the RFQ issued by the Town of Hanover. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town.

No formal feasibility study exists.

The Project budget, including construction costs and design fees, has been established at approximately one million, eighty-five thousand, and five hundred dollars (\$1,085,500.00).

PART 1

HANOVER TOWN HALL RESTORATION AND REHABILITATION **REQUEST FOR QUALIFICATIONS (R.F.Q.)** **ARCHITECTURAL DESIGN & ENGINEERING SERVICES**

Invitation

In accordance with the provisions of M.G.L. c. 7C, §§44-58, the Town of Hanover, Massachusetts, 550 Hanover Street, Hanover, MA 02339, acting through the Town Manager, invites Responses from experienced, qualified consulting firms, herein called qualified proposers, for the design development and preparation of final plans and specifications for the Hanover Town Hall restoration and rehabilitation. The objective is for the Architectural Design Team to first analyze existing conditions, second define by plans and specifications for the required work and, third provide the necessary construction assistance to implement the work detailed by the approved plans and specifications. For a full description of such designer services, please refer to subsequent sections of this Request for Qualifications (RFQ).

As part of this project, the successful applicant will prepare surveys and field tests; prepare sketches and schematic drawings, including site plans and façade drawings showing size and layout of the project; analyze major building components, including foundations, structures, electrical, heating, ventilating, air conditioning, and septic systems; prepare final plans, specifications, and bidding documents; and develop a minimum of two project cost estimates, one at the completion of design development and second when the construction plans and specifications are at or near the 90% completion.

Of critical importance is schedule. It is the intent of the Town Hall Restoration Committee to received filed sub bids and general contractor bids for the work by late March, 2016. Please see the detailed schedule in Part 2 of this RFQ.

Copies of this RFQ may be obtained from the Office of the Hanover Town Manager's Office, 550 Hanover Street, Hanover, MA 02339, Monday, Tuesday, and Thursday, between 8:00 A.M. and 4:00 P.M. local time, Wednesday, between 8:00 A.M. and 8:00 P.M. local time, and Friday, 8:00 A.M. to 12:00 P.M. (noon) local time, beginning on Wednesday, August 26, 2015. The RFQ is also available on the Town of Hanover's website and on ProjectDog.com by searching the project code 808448.

Questions regarding this RFQ shall be submitted in writing and shall be delivered to the Town Manager's Office by the close of business (4:00 P.M. local time Monday, Tuesday, and Thursday, 8:00 P.M. local time Wednesday, and 12:00 P.M. (noon) local time on Friday) on Wednesday, September 16, 2015. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Responders.

Response Submission Deadline – Wednesday, September 30, 2015 at 3:00 P.M. local time.

Ten copies plus an original signed Response are due by the above Response Submission Deadline at offices of the **Town Manager, 550 Hanover Street, Hanover, MA 02339**. All Responses must be accompanied by a completed copy of the Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2014, a copy of which is attached. This document can also be accessed electronically at <http://www.mass.gov/anf/docs/dcam/dlforms/dsb/14-6-10-cities-towns->

application.pdf Submissions must also include completed and signed and fully executed versions of all documents contained in the appendices section of this RFQ.

Each Responder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Town Manager's Office in the Hanover Town Hall shall be considered official. No late Responses shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Hanover Town Hall is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which Town Hall is open.

Each Response shall be submitted in accordance with the Response Submission Requirements in order to be considered for award. Any Response submitted shall be binding for at least sixty (60) days subsequent to the time of the opening of Responses.

The Town of Hanover will not reimburse Responders for any costs incurred in preparing Responses in response to this RFQ.

Submission of a Response shall be conclusive evidence that the Responder has examined this RFQ and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this RFQ, each Responder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Responder to investigate completely the RFQ and/or to be thoroughly familiar with this RFQ shall in no way relieve any such Responder from any obligation with respect to the Response.

By submission of a Response, the Responder agrees that if its Response is accepted, then it shall enter into a Contract with the Town which incorporates all the requirements of this RFQ. By submission of a response, the Responder further indicates acceptance of all terms of this RFQ.

Changes, modifications or withdrawal of Responses shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED RESPONSE/Town of Hanover Town Hall Restoration and Rehabilitation." No corrections, modifications, or withdrawal of Responses shall be permitted after Responses have been opened.

By submitting a Response, a Responder indicates acceptance of all terms and conditions of this RFQ.

M.G.L. c. 7C, §§44-58, which is incorporated herein by reference, shall govern all procedures.

A non-mandatory briefing and building tour has been scheduled for September 9, 2015 and September 16, 2015 at 2:00 pm. local time, at Hanover Town Hall, 550 Hanover Street, Hanover, MA 02339. For more information, please contact the Town Planner, Peter Matchak at 781-826-5000 Ext 1026, or Associate Planner, Heather Lamplough Ext 1016.

Response Submission Requirements

Each Responder shall submit the following with its Response:

1. A fully executed Response Form (Appendix 1) (which shall include certification of the following):

A. Responder is an established business with a minimum of five (5) years of experience in providing designer services related to public projects in the Commonwealth of Massachusetts.

B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)

C. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.

D. Responder holds all applicable documentation and Insurance in accordance with this RFQ. (Responder shall attach to the Response Form copies of all relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with the Contract.)

E. Responder has not defaulted on any Contract within the last five (5) years.

F. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its place of business).

G. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall attach to the Response form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which qualifications are sought. Responder shall attach to the Response Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)

H. Responder has suitable financial status to meet obligations incident to the work.

I. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

J. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

2. A fully executed Certificate of Non-Collusion. (Appendix 2)

3. A fully executed Certificate of Tax Compliance. (M.G.L. c. 62C, §49A) (Appendix 3)

4. A fully executed Conflict of Interest Certification. (M.G.L. c. 268A) (Appendix 4)

5. A fully executed Certificate of Corporate Responder, if applicable. (Appendix 5)

6. A fully executed Certificate of Compliance with M.G.L. c.151B (Appendix 6)

7. A fully executed Certificate of Compliance with applicable EEO/AA/SDO provisions (Appendix 7)

8. A fully executed Certificate of Non-Debarment. (Appendix 8)

9. A fully executed Designer Selection Board (DSB) Application Form (Appendix 9)

10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the Response documents.

11. A description of experience with similar Design contracts within the last five (5) years. This shall include a brief description of the location, costs and date services were provided. Contact names and telephone numbers shall be provided. Express permission to contact these previous clients by telephone, in person, or by written correspondence, shall also be provided.

12. A description of past performance in both public and private contracts held by the Responder.

13. The contact name, phone number and contract name for three (3) current references for past public and private contracts.

14. A statement of any legal proceedings pending or concluded within the past five (5) years relating to performance of this type of service.

15. A statement of financial stability of the Responder. Each Responder shall provide the last two (2) year-end Financial Statements with supplemental schedules or last two (2) year's Balance Sheets.

16. A statement evidencing thorough knowledge of the Massachusetts State Building Code, and all other pertinent codes and regulations related to successful completion of the Project.

17. A description of the Responder's approach. Each Responder shall describe its approach to providing the level and nature of services required, as evidenced by proposed project staffing for the Project

18. A summary of key personnel. Each Responder shall also provide an organizational chart that shows the interrelationship of key personnel to be provided by the Responder for this Project and that identifies the individuals and associated firms/sub-consultants (if any) who shall fill the key roles identified by the Responder, including, but not limited to, roles in design review/value engineering, estimating, records maintenance, sub-contracting, prequalification, bidding, and cost and schedule control. Specifically, each Responder shall describe the time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.

19. Name of lead consultant, address, name of contact person (including phone and fax numbers and email address).

20. Names and resumes of the Management Team for the provision of services.

21. A statement of the numbers, qualifications and general and special skills of the consultants, subcontractors, and in-house personnel of the Responder who shall be working with the Town.

22. A proposed project timeline. Each Responder shall demonstrate that it has set timelines that are reasonable, that the Project can be completed in the timeframe requested, and that it has provided references that indicate that the Proposer can complete the Project both on time and within Budget.

Selection Criteria

In order to be considered a responsible, responsive, and eligible Responder, a Responder shall comply with the Response Submission Requirements set forth above.

Comparative Evaluation Criteria

The Town will evaluate Responses (both in the written Responses and in the interview process) based upon the following criteria

a. Prior similar contract experience;

The Town will evaluate the Responder's past experience in serving as a Designer Services Provider, especially for designing expansions to a public building. Town will evaluate the Responder's past contract experience in this regard.

b. Past performance on public and private contracts;

The Town will evaluate the past performance of the Responder with regard to providing designer services in publicly funded projects across the Commonwealth, as evidenced by:

- i) Documented performance on all previous projects as set forth in the Town's DSB Application Form;
- ii) **A satisfactory working relationship with designers, contractors, owners and local officials.**

The Town will also evaluate the management approach employed by the Responder.

c. Demonstrated financial stability;

The Town will evaluate the Responder's current balance sheet and income statement as evidence of the Responder's financial stability and capacity to support the proposed contract.

d. Qualifications of consultants and assigned personnel who will work with the Town under any potential contract with the Town;

The Town will evaluate the Responder's key personnel, examining the interrelationship between them in filling the key roles identified by the Responder, and in terms of design review/value engineering, estimating, records maintenance, bidding, and cost and schedule control. The Town will evaluate the time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.

The Town will evaluate the Responder's knowledge (as evidenced, for example, by any and all certifications held by consultants and assigned personnel) of the Massachusetts State Building Code and all other pertinent codes and regulations related to successful completion of the Project.

e. Ability to Complete the Project on Time and Within Budget

The Town will evaluate the Responder's ability to complete the Project on time and within budget. The Town will evaluate whether the Responder has demonstrated that it has set timelines that are reasonable, that the Project can be completed in the timeframe requested, and that it has provided references that indicate that it can complete the Project both on time and within Budget.

Evaluation of Responses

Each responsive and responsible Responder shall be evaluated on the following criteria. Ratings HA (Highly Advantageous), A (Advantageous) and D (Disadvantageous) are delineated below.

Prior Similar Contract experience:

HA Responder has completed three (3) or more Designer Services Contracts for roof repair to a public building.

A Responder has completed at least one (1), but less than three (3) Designer Services for roof repair to a public building.

D Responder has not completed at least one (1) Designer Services Contract for roof repair to a public building.

Past Performance on Public and Private Contracts

HA Responder has not received a judgment against it by a court of competent jurisdiction, regarding any public or private contract in the last five (5) years, and has positive comments by all three (3) references for past public and private contracts

D Responder has received a judgment against it by a court of competent jurisdiction, regarding any public or private contracts in the last five (5) years, or has received more than one (1) negative comment by references for past public and private contracts

Demonstrated Financial Stability

HA Responder has provided financial information requested.

D Responder has provided no financial information.

Qualifications of consultants and assigned personnel who will work with the Town under any potential contract with the Town.

HA Responder has identified contacts, adequate staffing and consultants, and certified staff and consultants, which indicate that work may be completed expeditiously. Responder has an extensive knowledge of the Massachusetts State Building Code and of all other pertinent codes and regulations related to successful completion of the Project.

A Responder has identified contacts, adequate staffing and consultants, and certified staffing and consultants, which indicate that work may be completed expeditiously. Responder has a working knowledge of the Massachusetts State Building Code and of all other pertinent codes and regulations related to successful completion of the Project.

D Responder has failed to identify staffing and consultants, and/or has failed to indicate that the work shall be completed expeditiously. Alternatively, Responder does not have a working knowledge of the Massachusetts State Building Code and= all other pertinent codes and regulations related to successful completion of the Project.

Ability to Complete the Project on Time and Within Budget

HA Responder has submitted extremely detailed timelines and has provided references that indicate that the Project will be completed both on time and within budget.

D Responder has not submitted detailed timelines and/or has not provided references that indicate that Project will be completed on time and within budget.

Past experience with adhering to the proposed schedule shall be demonstrated. The proposed design schedule is the following:

Designer under contract with the Town – no later than Oct. 26, 2015

Kickoff meeting with Town Hall Building Committee – week of Oct. 26, 2015

Completion of Design Development Drawings (and Estimate) – Dec. 21, 2015

Completion of Construction Plans & Specifications – February 24, 2016

Advertise for Bids –March 2, 2016

Receive General Contract Bids –March 30, 2016

Preference will be given in the evaluation process to applicants who demonstrate the ability to meet the above project schedule.

Selection Process and Award

Once all Responses have been verified that they are responsive and responsible, the Town's Review Committee will rank all responses that meet the minimum requirements and will record the ranking on a scoring sheet.

In order to establish a short list of Responders to be interviewed, the Town's Review Committee will base its initial ranking of Responders on the above Evaluation Criteria. The Town's Review Committee will establish its final ranking of the short-listed Responders after conducting interviews and reference checks.

Identified reviewers will rank the responses based on the comparative evaluation criteria identified in this RFQ and short-list a minimum of three (3) Responses. The Responses will be reviewed based on the preceding criteria by the Town's Review Committee. After the review of all submitted qualification statements, the Town's Review Committee will select finalists and interviews with the Town will be scheduled. These interviews will result in a finalist and alternates.

The tentative week for applicant interviews is the week of October 12, 2015. The Town will choose three firms who best meet the RFQ requirements for interviews. Proposers selected for interviews will be interviewed at a mutually agreed upon time at a location to be announced. Each interview is expected to last up to one hour. The Town Hall Restoration Committee may request that the Architect bring his/her proposed structural consultant to the interview.

The following process will be followed by the Town:

1. The first-ranked selection will be submitted to the Hanover Board of Selectmen for its approval.

2. The first-ranked selection may be asked to participate in a presentation to the Hanover Board of Selectmen and/or submit additional documentation, as required by the Hanover Board of Selectmen, as part of the approval process at no cost to the Town.

3. Subject to the Hanover Board of Selectmen's approval, the Hanover Board of Selectmen will commence fee negotiations with the first-ranked selection.

4. The Hanover Board of Selectmen will negotiate a fee for the project.

5. If the Hanover Board of Selectmen is unable to negotiate a contract with the first-ranked selection or if the Hanover Board of Selectmen does not approve the first-ranked selection, the Hanover Board of Selectmen will then review the second-ranked selection and upon approval commence negotiations and so on, until a contract is successfully negotiated and approved by the Hanover Board of Selectmen.

The Hanover Board of Selectmen reserves the right to consider any other relevant criteria and speak with references other than those provided by Responders as the Board of Selectmen, in its sole discretion, may deem appropriate, provided that such action is consistent with current law. The Hanover Board of Selectmen may, within its sole discretion, seek additional information from Responders.

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

Pursuant to M.G.L. c. 7C, §§44-58, the Town reserves the right to award one (1) Contract, if at all, to the most qualified responsive and responsible Responder who complies with the Response Submission Requirements in Section 4 below. The award of any contract pursuant to this RFQ shall be subject to appropriation by Hanover Town Meeting. The Contract will be awarded, if at all, on a negotiated basis, subject to all procedures outlined in the RFQ and all applicable regulations and guidelines.

Nothing in this RFQ will compel the Town to award a Contract. The Town may cancel this RFQ, may waive, to the extent allowed by law, any informalities, and may reject any and all Responses, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Hanover. The Town may reject as non-responsive any Response that fails to satisfy any of the Response Submission Requirements.

The Successful Responder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this RFQ, in the form of the attached Contract.

The Successful Responder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

Prior to execution of the Contract for Designer Services, the fee for services shall be negotiated between the Town and the selected Responder to the satisfaction of the Town.

Contract award, if any, is subject to the availability of funds. Award of Contract under this solicitation shall be made thirty (30) days of completion of the interviewing process. No person or firm debarred under any provision of federal, state, or local law shall be included as a finalist.

The Successful Responder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless according to the indemnification responsibilities noted in AIA B101-2007 and the Addendum thereto.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

General Conditions

The successful proposer shall comply with all applicable federal, state and local laws and regulations. The Town of Hanover reserves the right to reject all Responses, to waive informalities, to advertise for new Responses and to make awards as may be in the best interests of the Town of Hanover.

Responses, reports and materials developed by the successful proposer after an award is made and submitted to the Town of Hanover are considered public information and cannot be copyrighted. All Responses become the property of the Town of Hanover, and the Town has the right to disclose information contained in the Responses once awards have been made.

Contract Period

The contract period shall be from the Notice to Proceed until certification of the completed project, and work on any punch list items is completed.

Form of Contract

The successful designer will be required to execute the Towns' Designer Services contract within five business days of the presentation of the contract by the Town (attached).

Background Materials

The Town of Hanover will provide background material on the History of the Hanover Town Hall, previous documents developed by previous Town Hall Committees. The material will be available for review at the Town Hall walk-through on September 9, 2015. Members of the Town Hall Restoration Committee and Administrative Staff will also be at the walk-through for discussion of the project.

The Town of Hanover reserves the right to reject any or all Responses, to waive any informalities in a Response, or to reject the applicant's choice of any engineering consultant or assigned staff if the awarding authority determines such actions to be in the best interests of the Town of Hanover.

Insurance

The Successful Responder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the Successful Responder complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language mandating that the Town of Hanover shall be named as an additional

insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

Indemnification

The Successful Responder shall assume the indemnification responsibilities described in the Contract which is a part of this RFQ and is incorporated herein by reference.

Use of Alcohol and Controlled Substances Prohibited

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Responder is prohibited on Town of Hanover property which is the subject matter of this RFQ and during all hours of work under any contract with the Town awarded pursuant to this RFQ. If any officer, employee, agent, or representative of the Successful Responder violates the foregoing provision, the Town of Hanover shall have the right to order that such officer, employee, agent, or representative of the Successful Responder shall not be permitted to return to work under any contract with the Town awarded pursuant to this RFQ. Under such circumstances, the Successful Responder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any contract with the Town awarded pursuant to this RFQ.

PART 2

Hanover Town Hall Restoration and Rehabilitation **Architectural and Engineering Services** **Project Summary & Tasks**

Project Summary

The Town of Hanover is requesting Responses from architectural and engineering firms to restore and rehabilitate the exterior of the historic portion of the existing Town Hall.

As such, the Town is seeking Responses from registered architects and supporting engineering firms (the Team) for design development and preparation of plans and specifications and bid documents including surveys and field tests; analyze major building components, including foundations and structures; provide updated project cost estimates based on the final plans and specifications; and administering the construction bid process and subsequent construction administration.

The Town will provide, from previous studies, (1) floor plans from previously completed Town Building Study, (2) a previously completed conditions assessment, (3) a 2014 study assessing and documenting the condition of Town Hall and proposed necessary renovations/improvements, (4) and additional files on research for various topics or other needed material pertaining to this historic building available for inspection at Town Hall.

Proposed Project Tasks

The successful Proposer will organize this project around **TASKS**. **Task One** is investigation and design development and formation of an overall plan and associated costs. **Task Two** is taking that information, producing final bid documents and procuring a contractor, and **Task Three** is the bidding and award of the construction contract. **Task Four** is the construction administration for the project.

Task 1 – Schematic/Design Development Phase: Perform investigations in support of the preparation of initial plans, specifications, and other project scope issues related to work planned in an occupied building.

The architect/engineer will prepare initial schematic plans based on comments and input from the Town Staff, Town Hall Restoration Committee, Boards and Massachusetts Historical Commission Staff. These documents will consist of drawings, sketches and the procedures needed that adequately describe the size and character of the Project as to architectural, space planning and associated engineering requirements as appropriate. The architect/engineer shall prepare an estimate of construction costs at the conclusion of Task 1.

Task 1 is to include a complete structural analysis of the Town Hall. In addition to the structural analysis Task 1 is also to include a full review of the historical character of the building. This examination will include a review and plans for the following: the foundation, the cupola, the portico, siding, windows, paint colors, wood work, and any other historically significant component of the building, including landscaping and lighting on the exterior of the structure. The cupola was removed from the roof of Town Hall in March of 2014, after it was found to be listing in heavy winds and deemed unsafe by a structural engineer. The successful proposer will be charged with coordinating with the insurance company for the full restoration of the cupola and its placement back on to the roof of Town Hall as part of this project.

All recommendations contained in Task 1 will be designed to assure compliance with all applicable codes and laws which also include building floor loading, structural skeleton, parking, code compliance issues, ADA and transitional costs. As part of this task, the architect/engineer may provide special surveys, tests, studies and submissions and shall assist the Town in seeking approvals of governmental authorities or others having jurisdiction over the Project.

TASK 2 – Construction Documents Phase: Prepare final bid documents & bid schedules

Based on the approved design development documents and any further adjustments in the scope or the quality of the Project, or in the construction budget authorized by the Town, the Architect/ Engineer shall prepare, for the approval by the Town, Construction Documents consisting of Drawings and Specifications detailing the requirements for the construction of the project.

The Architect/Engineer shall assist the Town in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract and the form of Agreement between the Town and the Contractor.

The Architect/Engineer shall prepare an estimate using an independent estimating consultant at the 90% completion stage of the plans and specifications. The Architect/Engineer shall assist the Town in connection with the Town's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.

The final cost estimate and construction bid documents prepared for the Town will contain one copy delivered electronically in Microsoft Excel or Word and ten printed loose-leaf copies. The format must be reproducible. Plans will be provided in electronic PDF format and paper copy.

Task 3 – Bidding of the Project

The Architect/Engineer, in accordance with M.G.L. Chapter 149, will assist the Town with administering the bidding process consisting of the advertising for the appropriate sub-bids and general bids, conducting a pre-bid meeting as necessary, answering questions of prospective bidders during the bidding process, preparing and issuing addendums during the bidding process, evaluating the bids received, and providing a recommendation to the Town as to the capability of the contractor submitting the low bid.

Task 4 – Construction

Provide construction assistance to the Town Project Management Team for the execution of the project as defined in Task 2, including but not limited to the following:

- General Administration of the construction contract
- Providing interpretation of construction documents as required
- Checking of samples, submittals, schedules, shop drawings and other submissions by the general contractor
- A regular schedule of site visits and participation in construction site meetings with the general contractor, owner's project manager and town administration including visits by the architect's sub-consultants as required
- Confirmation that all work conforms to the contract documents
- Review and preparation of recommendations for all requests for changes in the plans and specifications

- Review and approval of change orders and assistance in the review of change orders and appeal hearings
- Review and approval of the general contractor requisitions for payment and weekly payroll records for compliance with prevailing wage requirements

PART 3

Hanover Town Hall Restoration and Rehabilitation **Architectural and Engineering Services** **Attachments**

Required Certifications/Appendices

1. Response Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c. 62C, §49A)
4. Conflict of Interest Certification (M.G.L. c. 268A)
5. Certificate of Corporate Responder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with applicable EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Designer Selection Board Application Form
10. Contract (AIA B101-2007, incl. by ref.) and Addendum

Project Goals and Objectives Statement – Two Pages

Article – “Restoration and Preservation of the Hanover Town Hall” – Two Pages

Photos – Exterior Photos of Town Hall, July 2015 – One Page (Four Photos)

APPENDIX 1
TOWN OF HANOVER
RESPONSE FORM

The undersigned hereby submits a sealed Response for the provision of Designer Services to the Town of Hanover.

Printed Name of Responder:

Address: _____

Responder certifies as follows:

- A. Responder is an established business with a minimum of five (5) years of experience in providing designer services related to public projects in the Commonwealth of Massachusetts.
- B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- D. Responder holds all applicable documentation and Insurance in accordance with this RFQ. (Responder shall attach to the Response Form copies of all relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with the Contract.)
- E. Responder has not defaulted on any Contract within the last five (5) years.
- F. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its place of business).
- G. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall attach to the Response form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which qualifications are sought. Responder shall attach to the Response Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)

H. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status.

I. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

J. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

The undersigned agrees that all specifications and Contract documents are hereto made part of any Contract executed with the Town and are binding on the Successful Responder.

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Response 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.

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Responder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Responder hereby certifies that:

1. The Responder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Request for Qualifications.
2. No consultant to, or subcontractor for, the Responder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Responder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining the Contract (pursuant to this Request for Qualifications) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Responder.
4. The Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Responder with respect to the services described in the Request for Qualifications.
5. The Responder understands that the Responder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
CERTIFICATE OF CORPORATE RESPONDER

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine. (Corporate Seal)

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Responder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Responder on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Responder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Responder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Responder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Responder shall inform the Town of Hanover within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
Designer Selection Board Application Form

(SEE ATTACHED DOCUMENT.)

Appendix 10
Contract (AIA B101-2007, inc. by ref.)
and Addendum

(SEE ATTACHED DOCUMENTS.)

Town Hall Restoration Committee Hanover, Massachusetts



Project: Major Goals & Objectives

Town Hall Restoration Committee: approved July 2015

Project – Major Goals

Preserve, restore, and rehabilitate the existing exterior of the historic Hanover Town Hall Building (1863 and 1910 sections of the structure). Including, but not limited to:

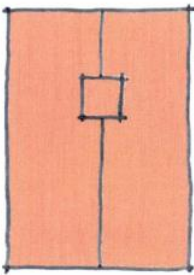
- Restoring the Cupola – Provide new structure at cupola, anchorage to roof and interior framing to prevent future toppling, hoist cupola and secure to new framing. Repair deteriorated decorative woodwork by closing open joints, milling new trim to match existing, replacing missing urns, balusters and trim and making new legs. Remove paint buildup and re-paint with historically appropriate colors. Replace or restore cupola roof.
- Replace Roof of Town Hall Building – Replace with asphalt shingles and flashing.
- Restoring the Entry Portico – Repair deteriorated woodwork by closing open joints, milling new trim to match existing, replacing missing urns. Replace the inappropriate aluminum columns with properly proportioned and tapered shafts. Replace the flat portico roof and gutter liner and copper where visible. Remove paint buildup and re-paint with historically appropriate colors. Replace the deteriorated concrete landing and reconstruct with new stone treads.
- Replacing the Windows and Shutters – Replace energy inefficient, forty-year old insulated glass windows with new clad wood operating and fixed sash windows. Replace the fake shutters that are screwed to siding with accurate replicas, wood or PVC, properly mounted to framed of windows.
- Replacing the Siding – Remove current synthetic siding, which traps moisture and obscures historic details and replace with historically appropriate wood clapboards or other approved material.
- Restore Historic Details - Remove heavily built-up paint on cornices, windows and door frames, pilasters and trim. Strip paint to bare wood for better paint adhesion and re-paint with historically appropriate colors. Restore missing or damaged historic ornament by salvaging extant remnants for creating models to cast into replacement ornament. Restore historic wood work joinery openings by closing joints that are open to the weather using stainless steel screws.
- Exterior Painting with Historic Colors – Perform paint analysis on extant historic materials to confirm colors of contrasting paint scheme shown in historic black and white photographs. Refer to contemporary accounts of the building for clues.

- **Structural Strengthening** – Reinforce roof by replacing failed rafters and establishing lateral tying at eaves. Reinforce the first floor joists, reduce displacement of second floor framing and first floor framing with repairs to basement framing, replace residentially lally columns in basement with properly sized posts, repair timber sill at building perimeter and conduct mortar repair at stone basement walls.
- **Landscape Improvements** – Remove plantings and mulching from around the foundation that are trapping moisture against the foundation. Regrade for improved drainage and replace with thin plantings that are more historically appropriate in appearance.

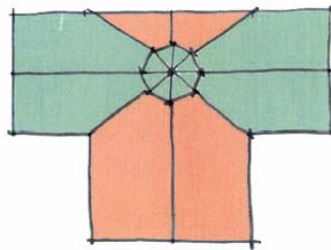
Project - Objectives

Accommodate in design the potential retrofitting to include a Phase II of the project to include:

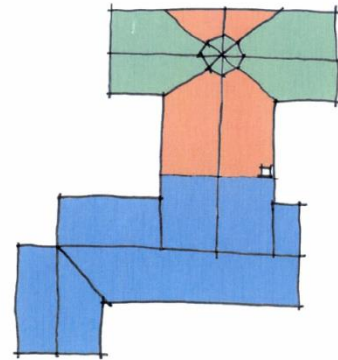
- Replacement of defective electrical wiring in the 1863/1910 portions of the building.
- Installation of HVAC in the 1863/1910 portions of the building.
- Repairs to the 1977 portion of the building:
 - Replace roofing, siding, insulation, windows, re-paint, etc.



1863

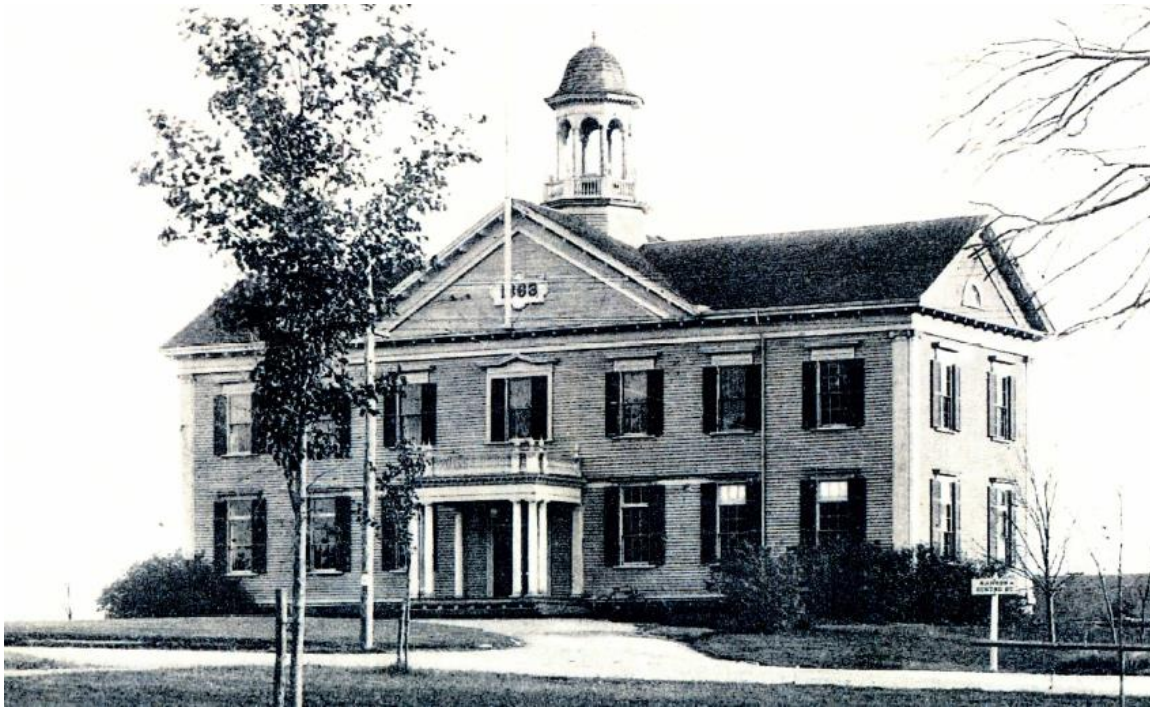


1910



1977

RESTORATION AND PRESERVATION OF THE HANOVER TOWN HALL



Built during the American Civil War, this historic landmark has played an integral role in community life for over a century and a half as the civic and cultural center of Hanover, Massachusetts. The Hanover Town Hall is familiar to anyone who has visited the idyllic small town of Hanover, Massachusetts. But it's more than a landmark: it's an important community resource intimately tied to Hanover's history - and to its future.

The goals of the Hanover Town Hall Restoration Project is to preserve and restore the structural integrity and key, character-defining historic features of Hanover's historic Town Hall, which is listed on the National Register of Historic Places, while allowing the building to continue to meet the current community needs.

HISTORY OF TOWN HALL

In 1862, the Hanover Town Hall and the First Congregational Church, which were located adjacent to one another on the north side of Hanover Street, caught fire and were destroyed. Each was rebuilt in 1863, but the new Town Hall was constructed on the south side of Hanover Street, across from the new church. The original portion of the Town Hall building was designed by noted architect, Luther Briggs, Jr. and was constructed by builder Samuel Nathan Turner. In 1893, a wing was added to each end of the original center portion, which was designed by local architect, John Williams Beal. The high school was housed on the second floor of Town Hall from 1893 until 1928 (35 years), and two rooms served as the town library until the John Curtis Library was constructed in 1907.

In 1977, on the 250th anniversary of the town, the rear addition of the building was constructed. The lower level of this addition housed the Hanover Police Department for a number of years.

THE NEED

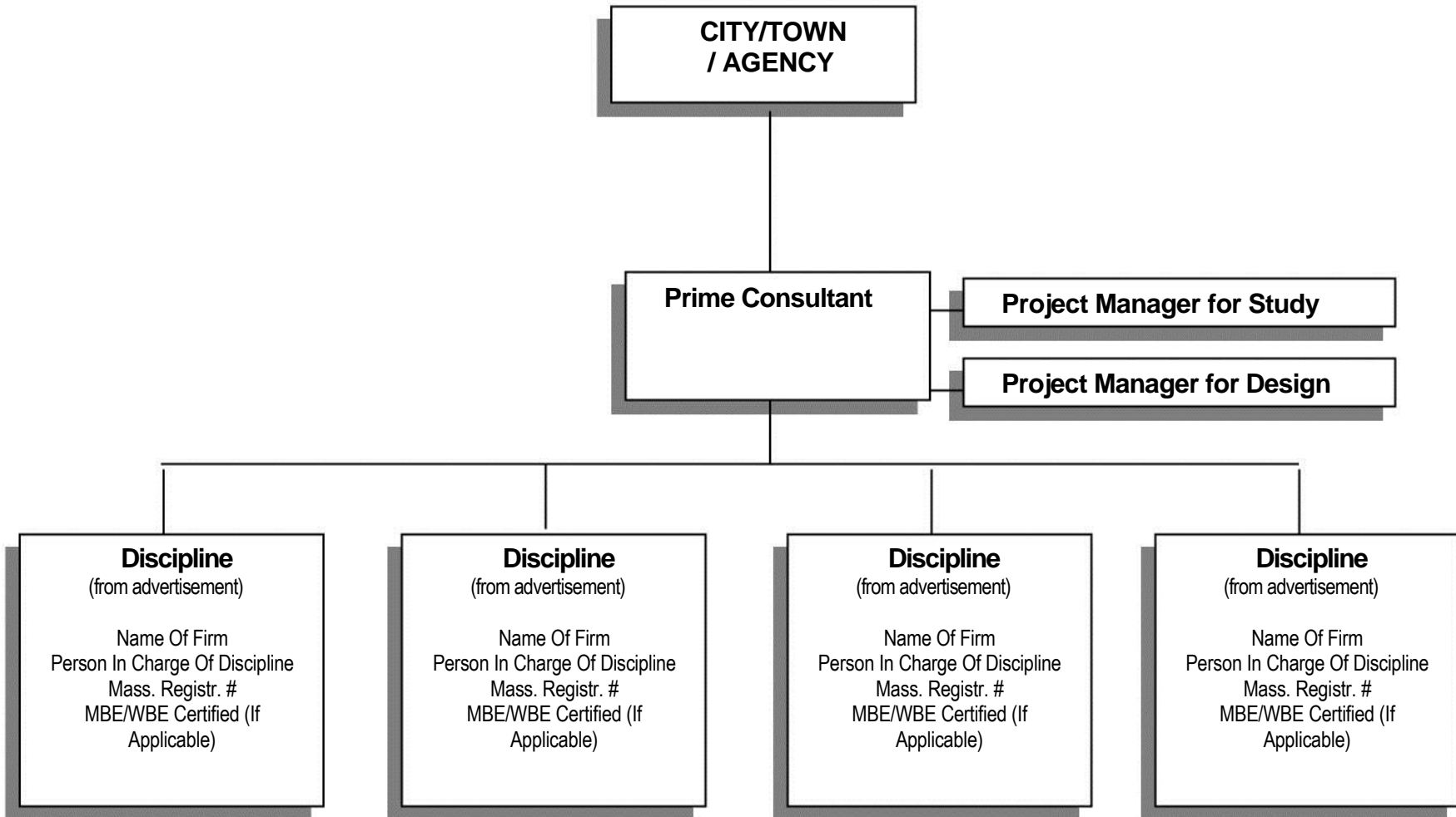
The Town Hall reflects over 152 years of Hanover's history, government and culture and has a long history as the civic and institutional core of the town. The Town Hall is arguably Hanover's most significant structure architecturally and historically, and is a vital presence in the living history of the Town of Hanover. Town centers are symbolic of settlements and reflect their community's unique heritage. Town Centers often contain the best examples of architecture, main landmark buildings, statues and public spaces associated with a place. Town Centers are the traditional center for social, cultural, and economic activity for their communities. They tell us who we are and who we were, and how the past has shaped us. When a city or town loses a historic building in its center, it loses a piece of its identity. The Town Hall Restoration Project will serve as a catalyst for the continued preservation of the Town of Hanover's historic areas and buildings, as a picturesque Old New England community. Adversely, continued neglect and deterioration could spur a domino-effect of deterioration and demolition of the community's cherished historic buildings and sites; forever changing the unique character of the Town of Hanover.

With the preservation and restoration of the building the Town Hall can continue to serve the public in ways that are appropriate for our own time and for a broad range of community events and meetings that can bring residents of the Town closer to each other and to the living history of the Town of Hanover.



Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)	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:	3e. 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.: _____	3h. 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. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function – Average Number Employed Throughout The Preceeding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Withing Brackets, The Total Number Holding Massachusetts Registrations):																																																																		
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Admin. Personnel</td> <td style="width: 10%;">_____ (____)</td> <td style="width: 25%;">Ecologists</td> <td style="width: 10%;">_____ (____)</td> <td style="width: 25%;">Licensed Site Profs.</td> <td style="width: 10%;">_____ (____)</td> <td style="width: 5%;">Other</td> <td style="width: 10%;">_____ (____)</td> </tr> <tr> <td>Architects</td> <td>_____ (____)</td> <td>Electrical Engrs.</td> <td>_____ (____)</td> <td>Mechanical Engrs.</td> <td>_____ (____)</td> <td></td> <td>_____ (____)</td> </tr> <tr> <td>Acoustical Engrs.</td> <td>_____ (____)</td> <td>Environmental Engrs.</td> <td>_____ (____)</td> <td>Planners: Urban./Reg.</td> <td>_____ (____)</td> <td></td> <td>_____ (____)</td> </tr> <tr> <td>Civil Engrs.</td> <td>_____ (____)</td> <td>Fire Protection Engrs.</td> <td>_____ (____)</td> <td>Specification Writers</td> <td>_____ (____)</td> <td></td> <td>_____ (____)</td> </tr> <tr> <td>Code Specialists</td> <td>_____ (____)</td> <td>Geotech. Engrs.</td> <td>_____ (____)</td> <td>Structural Engrs.</td> <td>_____ (____)</td> <td></td> <td>_____ (____)</td> </tr> <tr> <td>Construction Inspectors</td> <td>_____ (____)</td> <td>Industrial Hygienists</td> <td>_____ (____)</td> <td>Surveyors</td> <td>_____ (____)</td> <td></td> <td>_____ (____)</td> </tr> <tr> <td>Cost Estimates</td> <td>_____ (____)</td> <td>Interior Designers</td> <td>_____ (____)</td> <td></td> <td>_____ (____)</td> <td></td> <td>_____ (____)</td> </tr> <tr> <td>Drafters</td> <td>_____ (____)</td> <td>Landscape Architects</td> <td>_____ (____)</td> <td></td> <td>_____ (____)</td> <td>Total</td> <td>_____ (____)</td> </tr> </table>			Admin. Personnel	_____ (____)	Ecologists	_____ (____)	Licensed Site Profs.	_____ (____)	Other	_____ (____)	Architects	_____ (____)	Electrical Engrs.	_____ (____)	Mechanical Engrs.	_____ (____)		_____ (____)	Acoustical Engrs.	_____ (____)	Environmental Engrs.	_____ (____)	Planners: Urban./Reg.	_____ (____)		_____ (____)	Civil Engrs.	_____ (____)	Fire Protection Engrs.	_____ (____)	Specification Writers	_____ (____)		_____ (____)	Code Specialists	_____ (____)	Geotech. Engrs.	_____ (____)	Structural Engrs.	_____ (____)		_____ (____)	Construction Inspectors	_____ (____)	Industrial Hygienists	_____ (____)	Surveyors	_____ (____)		_____ (____)	Cost Estimates	_____ (____)	Interior Designers	_____ (____)		_____ (____)		_____ (____)	Drafters	_____ (____)	Landscape Architects	_____ (____)		_____ (____)	Total	_____ (____)
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Drafters	_____ (____)	Landscape Architects	_____ (____)		_____ (____)	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:



<p>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 Questions # 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.</p>	
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"/> </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"/> </div>
d. <u>Years Experience:</u> With This Firm: _____ With Other Firms: _____	d. <u>Years Experience:</u> 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 <u>ONLY</u> 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.	<p>Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u></p> <p>Be Specific – No Boiler Plate</p>																																
11.	<p>Professional Liability Insurance:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">Name of Company</td> <td style="width: 30%; border: none;">Aggregate Amount</td> <td style="width: 30%; border: none;">Policy Number</td> <td style="width: 10%; border: none;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
Name of Company	Aggregate Amount	Policy Number	Expiration Date																														
12.	<p>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).</p>																																
13.	<p>Name Of Sole Proprietor Or Names Of All Firm Partners And Officers:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td><td></td><td></td><td></td><td>d.</td><td></td><td></td><td></td> </tr> <tr> <td>b.</td><td></td><td></td><td></td><td>e.</td><td></td><td></td><td></td> </tr> <tr> <td>c.</td><td></td><td></td><td></td><td>f.</td><td></td><td></td><td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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a.				d.																													
b.				e.																													
c.				f.																													
14.	<p>If Corporation, Provide Names Of All Members Of The Board Of Directors:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td><td></td><td></td><td></td><td>d.</td><td></td><td></td><td></td> </tr> <tr> <td>b.</td><td></td><td></td><td></td><td>e.</td><td></td><td></td><td></td> </tr> <tr> <td>c.</td><td></td><td></td><td></td><td>f.</td><td></td><td></td><td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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a.				d.																													
b.				e.																													
c.				f.																													
15.	<p>Names Of All Owners (Stocks Or Other Ownership):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td><td></td><td></td><td></td><td>d.</td><td></td><td></td><td></td> </tr> <tr> <td>b.</td><td></td><td></td><td></td><td>e.</td><td></td><td></td><td></td> </tr> <tr> <td>c.</td><td></td><td></td><td></td><td>f.</td><td></td><td></td><td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline																										
a.				d.																													
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c.				f.																													
16.	<p>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 7, 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.</p> <p>Submitted by (Signature) _____ Printed Name and Title _____ Date _____</p>																																

**DRAFT AGREEMENT
TOWN OF HANOVER, MA
Contract for Designer Services**

AIA B-101 (2007) – standalone document, together with:

ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN

THE TOWN OF HANOVER (“OWNER” “THE TOWN OF HANOVER” OR “THE TOWN”) AND
_____ (“ARCHITECT”)

This Addendum is attached to and modifies the Standard Form of Agreement between Owner and Architect, AIA Document B 101-2007. Its provisions supersede and, where applicable, modify and supplement the corresponding numbered provisions of those standard forms.

1.4 Add new provision as follows:

The provisions of the Town of Hanover’s Request for Qualifications and the Architect’s Response are incorporated herein by reference. In the event of any conflict among the Agreement Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Agreement (if any)
Second Priority:	This Addendum
Third Priority:	Standard Form Owner/Architect Agreement/AIA Document B 101-2007.
Fourth Priority:	Addenda to the Request for Qualifications (RFQ) (if any)
Fifth Priority:	RFQ
Sixth Priority:	Architect’s Response to the RFQ.

2.5 Delete the current text and replace with the following:

The Architect shall provide and maintain throughout the term of the Agreement and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required: The Architect shall provide and maintain throughout the term of this Agreement and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.

Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

Automobile Liability Insurance - Combined single limit of \$1,000,000.

Professional Liability Insurance, covering errors and omissions, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a claims made basis, the policy shall remain in effect at least six (6) years after the termination of any Contract with the Town of Hanover.

Excess Liability Insurance, Umbrella Form - \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance and automobile liability insurance.

The Town of Hanover shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form.

The Architect shall also be required to provide to the Town of Hanover, with its proof of insurance coverage, endorsements or riders to the policies of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form, which indicate that the Town of Hanover is named as additional insured on each such policy.

All certificates and policies of insurance shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder, to the Hanover Town Manager, before such cancellation or amendment shall take place.”

Certificates evidencing such insurance in five (5) copies shall be furnished to the Town of Hanover at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Architect shall make no claims against the Town of Hanover or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by this Agreement.

No insurance shall be obtained from an insurer which:

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.

2.6 Add new provision as follows:

The Architect shall compensate the Town of Hanover for all damage to Town property to the extent caused by the willful or negligent act or omission of the Architect. To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold harmless the Town of Hanover and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims,

causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Architect of its obligations under this Agreement, or the act or omission of the Architect, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Architect under the Agreement, or which arise out of the violation of any federal, Massachusetts or Town of Hanover statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Architect or any of its officers or employees regarding the subject matter of this Agreement. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

Neither the Town of Hanover, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or Town of Hanover statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Architect or its employees, regarding the subject matter of this Agreement.

2.7 Add new provision as follows:

The Architect shall comply with all provisions of Federal, Massachusetts and Town of Hanover law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Agreement and any extension or renewal thereof. Without limitation, the Architect shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and any applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Agreement shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

2.8 Add new provision as follows:

By signing this Agreement, the Architect acknowledges that it has examined the area of work which is the subject matter of this Agreement and that it is familiar with all sites which are the subject of this Agreement and with all conditions of the Agreement. The Architect has entered into this Agreement in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

3.6.1.4 Add a new provision as follows:

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service.

3.6.2.1 In the first sentence, insert the following text after the words "stage of construction": "as the Town deems necessary."

3.6.3.1 Delete the second sentence and replace with the following:

The Architect's certification for payment shall constitute a representation to the Owner, based upon the Architect's onsite observations and evaluations of the work provided in Section 3.6.2, as an experienced and qualified design professional, and on the review of the data comprising the Contractor's Application for payment, that the Work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents.

3.6.3.2 Insert the word "or" between clauses "(1)" and "(2)". Delete clauses "(3)" and "(4)".

4.1.11 Delete this text.

4.1.24 Delete this text.

4.3.1.5 Delete this text.

4.3.1.8 Add the following at the end of the current text "or where issues arise as to the Architect's performance under this Agreement."

5.6 In the third sentence, after the word "demonstrates," insert the words "to the satisfaction of the Owner".

5.11 Delete the first sentence.

7.3 In the first sentence, delete the words "including prompt payment of all sums when due".

7.3.1 Delete this text.

8.1.2 In the first sentence, delete the word "covered" and insert the word "paid" in its place.

8.1.3 In the last sentence, delete the phrase "except as specifically provided in Section 9.7."

8.2 Delete this Paragraph and insert a new Mediation provision as follows:

8.2 Non-Binding Mediation.

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the American

Arbitration Association or such other mediation service or mediator as the parties agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement. This paragraph 8.2 shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of a legal proceeding to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. This Paragraph 8.2, in addition, shall be without prejudice to the rights of either party to initiate legal proceedings while such mediation is pending in order to avoid the expiration of any applicable statutes of limitation.

8.3 Delete this Paragraph.

9.1-9.7 Delete and replace with the following:

9.1 If either party shall breach any provision of this Agreement, which breach is not cured within twenty-one (21) days of written notice thereof from the non-breaching party to the breaching party, the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party.

9.2 If any assignment shall be made by the Architect or by any guarantor of the Architect for the benefit of creditors, or if a petition is filed by the Architect or by any guarantor of the Architect for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Architect and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Agreement upon written notice to the Architect.

9.3 The award of this Agreement and the continued operation of this Agreement are contingent upon appropriation by Hanover Town Meeting of sufficient money to fund the Agreement. Should Hanover Town Meeting fail to appropriate necessary funds therefor, the Town of Hanover shall no longer be under any obligation to tender performance, including payment, under the terms of this Agreement. In that event the Town may terminate this Agreement upon written notice to the Architect.

9.4 The Town may terminate this Agreement upon written notice to the Architect if a source of money to fund the Agreement is lost during the Agreement term. In the alternative, the parties may agree in writing to amend the Agreement to provide for a Agreement price which represents a reduced appropriation for the Agreement term.

9.5 The Town may also terminate this Agreement for convenience upon thirty (30) days' written notice to the Architect.

9.6 In the event of termination the Architect shall be entitled to be paid for services rendered in accordance with this Agreement prior to termination; however, the Architect shall not be paid any termination expenses.

9.7 In the event that this Agreement is terminated pursuant to Section 9.1 or 9.2 above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Architect and may deduct the cost of any substitute contract, or damages sustained by the Town due to

non performance or non conformance of services together with incidental and consequential damages from the Agreement price, and shall withhold such damages from sums due or sums which become due.

10. Delete 10.1-10.8. Miscellaneous provisions will now appear as Article 14, below. Insert new Article 10 as follows:

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:

Town Manager
Hanover Town Hall
550 Hanover Street
Hanover, MA 02339

With copies to:

Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Architect:

11.4 Insert five percent (5%) for the amount allowed.

11.5 Add the following percentages as appropriate:

Schematic Design Phase	Fifteen Percent (15%)
------------------------	-----------------------

Design Development Phase	Twenty Percent (20%)
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Construction Documents Phase	Thirty-Five Percent (35%)
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Bidding or Negotiation Phase	Five Percent (5%)
------------------------------	-------------------

Construction Phase	Twenty-Five Percent (25%)
--------------------	---------------------------

Total Basic Compensation	One Hundred Percent (100%)
--------------------------	----------------------------

11.6 In the last sentence, insert the words “in accordance with this Agreement” after the word “performed”.

11.8.1.1 Insert at the end the words “as authorized in advance by the Town”.

11.8.1.2 Insert at the end the words “as requested by the Town”.

11.8.1.8 Delete this text.

11.8.1.11 Delete this text.

11.8.2 Insert ten percent (10%) for the amount of reimbursable expenses.

11.9 Insert zero dollars (\$0.00) for the amount of the licensing fee to be paid.

11.10.5 Add the following provisions:

Payment shall be made to the Architect for work completed in accordance with this Agreement. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Architect's invoice by the Town for services rendered in accordance with this Agreement. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Architect in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Payment of the amounts due under this Agreement shall release the Town of Hanover, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Agreement or anything done in pursuance thereof.

No payment by the Town to the Architect shall be deemed to be a waiver of any right of the Town under this Agreement or a ratification by the Town of any breach hereof by the Architect.

12. Delete all provisions beginning with 12.

Add the following new provisions:

Article 12 PERSONNEL

12.1 The personnel assigned to this Project shall be as follows:

TO BE SUPPLIED BY THE ARCHITECT

There shall be no change to these personnel assignments without the prior written consent of the Owner, which consent shall not be unreasonably withheld. In the event substitution of personnel is requested by the Architect or the Owner, written notice of such request shall be timely provided in writing to the other party. The Owner shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

The Architect warrants that it has in its employ, and will continue to have for the term of this Agreement or any extension or renewal thereof, sufficient personnel experienced in performing design services such that the Architect's obligations under this Agreement will be carried out in a prompt and professional

manner. The Architect further warrants that it is experienced in performing design services, and agrees that it will perform the services required by this Agreement in accordance with the prevailing standard of professionalism and care applicable to such professionals and services in Massachusetts.

The Architect shall not subcontract any services to be performed under this Agreement without the advance, written consent of the Owner. The Architect's employees, servants and agents shall not be considered to be Owner's employees for any purpose, including matters of workers' compensation and unemployment insurance.

Neither the Architect, nor its employees, agents, officers, boards, commissions, committees, shall smoke in any public building in the Town of Hanover.

12.2 Add the following provision:

The Architect shall provide services under this Agreement as an independent contractor with the Town of Hanover and not as an employee of the Town of Hanover. No employee, agent or representative of the Architect shall be entitled to receive any benefits of employment with the Town of Hanover, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

12.3 Add the following provision:

The Architect hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Architect is prohibited on Town of Hanover property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Architect violates the foregoing provision, the Town of Hanover shall have the right to order that such officer, employee, agent, or representative of the Architect shall not be permitted to return to work on this Agreement. Under such circumstances, the Architect shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

13. Add the following new provisions:

Article 13 STATUTORY PROVISIONS

13.1 The Architect hereby certifies that:

- (i) If an individual, the individual is a registered architect;
- (ii) If a partnership, a majority of all the partners are persons who are registered architects;
- (iii) If a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, landscape architects or engineers, and the person to have the project in his or her charge is a registered architect; or

(iv) If a joint venture, each joint venturer satisfies the requirements of G.L. c.7C, §44. (Statutory reference: M.G.L. c.7C, §44)

13.2 The Architect hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with, the award of this Agreement. (Statutory reference G.L. c.7C, §51 (d)(i))

The Architect hereby certifies that no consultant to or subcontractor for the Architect has given, offered or agreed to give any gift, contribution or offer of employment to the Architect, or to any other person, corporation or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Architect. (Statutory reference: G.L. c.7C, §51(d)(ii))

The Architect hereby certifies that no person, corporation or other entity, other than a bona fide full time employee of the Architect, has been retained or hired by the Architect to solicit for or in any way assist the Architect in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Architect. (Statutory reference: G.L. c.7C, §51(d)(iii))

The Architect hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws and that the Architect has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: G.L. c.7C, §51(d) (iv)).

13.3 The Architect is hereby prohibited from receiving any extra payments for additional work that should have reasonably been anticipated by the Architect. [M.G.L. c. 7C, §51(i)].

13.4. The Architect shall maintain all books, records and accounts related to the Project in compliance with the following:

1. The Architect shall make, and keep for at least six (6) years after final payment, books, records and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Architect.
2. Until the expiration of six (6) years after final payment, the Owner, the Office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Architect and of its subcontractors and consultants that directly pertain to, and involve transactions relating to the Project and to the Architect or its consultants in relation to the Project.
3. The Architect shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Architect's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Architect's independent certified public accountant approving or otherwise commenting on the changes.
4. The Architect has filed a statement of management on internal accounting controls prior to the execution of this Agreement.

5. The Architect has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year.

6. The Architect shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Architect and its subsidiaries reasonably assures that:

(a) Transactions are executed in accordance with the management's general and specific authorization;

(b) Transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (ii) to maintain accountability for assets;

(c) Access to assets is permitted only in accordance with management's general or specific authorization; and

(d) The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

7. The Architect shall also file annually with the Owner a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(a) whether the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and

(b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Architect's financial statements.

8. During the term, the Architect shall annually file with the Commissioner of Capital Asset Management and Maintenance and the Owner of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Owner upon request.

9. Records and statements required to be made, kept or filed in compliance with the provisions of this Agreement shall not be public records, as defined in section seven of chapter four of the Massachusetts General Laws (Statutory reference: G.L. c. 30, §39R).

14. Add the following new provisions:

Article 14 MISCELLANEOUS PROVISIONS

a. Any action at law or suit in equity instituted by the Architect as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence

in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Architect shall constitute a waiver of any subsequent default or breach.

c. If the Architect discovers or is informed of any discrepancy or inconsistency in the Agreement Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Architect shall promptly, before commencing services under this Agreement, report the same to the Town in writing.

d. The Architect acknowledges that it has not been influenced to enter into this Agreement, nor has the Architect relied upon any warranties or representations not set forth in this instrument.

e. The Architect shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Architect has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

f. The Architect shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

g. Prior to commencing services under this Agreement, the Architect shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

h. By entering into this Agreement, the Architect certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any 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.

i. By entering into this Agreement, the Architect certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

j. The Architect understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Architect with respect to the services required to be provided under this Agreement. The Architect and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

l. The Architect shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic

information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Architect shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.

n. The Architect shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Town.

o. The Architect shall not assign any money due or to become due to the Architect unless the Town of Hanover shall have received prior written notice of such assignment. No such assignment shall relieve the Architect of its obligations under this Agreement.

p. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

q. This Agreement may be amended only by written consent of the parties.

r. This Agreement constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Agreement. When executed, this Agreement supersedes any other agreement of any of the parties in connection with the transaction contemplated.

s. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

t. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

u. Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of a person to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, except to the extent that the presence, handling, removal, disposal or exposure is caused by the Architect or its officers, employees, agents and representatives or by the Architect's consultants or their officers employees, agents or representatives. Other than as required for the preparation of a hazardous material (HAZMAT) abatement plan, including without limitation, taking of samples related to testing required for the abatement plan, neither the Architect and its officers, employees, agents, and representatives, nor the Architect's consultants and their officers, employees, agents, and representatives, shall have authority to handle, transport, remove or

dispose of hazardous materials in any form regarding the Project which is the subject of this Agreement, including without limitation, asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

u. Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

v. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

x. This Agreement is executed in five (5) copies as a sealed instrument.

OWNER

ARCHITECT

The Town of Hanover

by:

by:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

Pursuant to M.G.L. c. 44, §31C, this is to certify that an appropriation in the amount of this Agreement is available therefor, and that the Hanover Town Manager, as designated, is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Dated: _____

Accounting Official

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

Dated: _____

Town Counsel

TOWN OF HANOVER
NOTICE TO PROCEED

Date:
To:
From:
Re:

You are hereby notified to commence work on the above mentioned contract on or before _____ . All work is to be performed in accordance with the scope of services as defined in the contract and will conform to all architectural and building codes and standards.

Completion date for work performed under this contract is as follows:

The basis for compensation under the contract is negotiated, as set forth in the contract.

Please acknowledge receipt of this Notice by signing below and returning the original to my attention.

Acceptance of the above Notice to Proceed is hereby acknowledged on this _____ day of _____, 2015.

By: _____
Printed Name: _____
Title: 867192v1

DRAFT AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Hanover
Hanover Town Hall
550 Hanover Street
Hanover, MA 02339

and the Architect:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

Hanover Town Hall Restoration and Rehabilitation»
Hanover Town Hall
550 Hanover Street
Hanover, MA 02339

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Town of Hanover's Request for Qualifications for Designer Services for Restoration and Rehabilitation of the Hanover Town Hall.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

The date of Execution of the Standard Form Agreement between the Owner and the General Contractor for the Work.

.2 Substantial Completion date:

To be determined.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

<< >>

.2 Automobile Liability

<< >>

.3 Workers' Compensation

<< >>

.4 Professional Liability

<< >>

See Addendum to Standard Form of Agreement between the Town of Hanover ("Owner," "the Town of Hanover," or "the Town") and _____ ("Architect") ("ADDENDUM").

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of

the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is

fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)
None.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		
§ 4.1.6 Building Information Modeling (E202™–2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™–2007)		
§ 4.1.10 Value Analysis (B204™–2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™–2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™–2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner’s consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™–2007)		
§ 4.1.22 Commissioning (B211™–2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™–2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™–2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Ten (10)** reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty(30) visits to the site by the Architect over the duration of the Project during construction
- .3 Ten(10) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **Five(5)** inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within **twenty-four (24)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of

Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

« »

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

« _____ »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

N/A

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« » %), or as otherwise stated below:

See Addendum.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (« »	%)
Design Development Phase	« »	percent (« »	%)
Construction Documents Phase	« »	percent (« »	%)
Bidding or Negotiation Phase	« »	percent (« »	%)
Construction Phase	« »	percent (« »	%)
Total Basic Compensation	one hundred	percent (100	%)

See Addendum.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Architect's Response to Town of Hanover's Request for Qualifications for Designer Services Related to the Restoration and Rehabilitation of the Hanover Town Hall.

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » percent (« » %) of the expenses incurred.

See Addendum.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

zero percent (0 %)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

N/A

This Agreement entered into under seal as of the day and year first written above.

OWNER
The Town of Hanover

ARCHITECT

by:

by:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

Pursuant to M.G.L. c. 44, §31C, this is to certify that an appropriation in the amount of this Agreement is available therefor, and that the Hanover Town Manager, as designated, is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Accounting Official

Dated: _____

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

Town Counsel
867194v1

Dated: _____