

**Town of Canton  
Canton Public Schools  
960 Washington Street  
Canton, MA 02021**

**June 2018**

**REQUEST FOR QUALIFICATIONS**

**Designer Services for Modular Classroom Project at John F. Kennedy Elementary School**

The Canton Building Renovations Committee, representing the Town of Canton and the Canton School Committee, invites qualifications from Architects/Engineers/Designers for Designer Services for a Modular Classroom Project at John F. Kennedy Elementary School.

The Canton Building Renovations Committee will select and rank the finalists, whereupon it will request a fee proposal from the top ranked applicant and engage in fee negotiations with said applicant. In the event that a fee cannot be successfully negotiated with the top ranked applicant, it shall be removed from consideration and negotiations will then commence with the applicant ranked second, and so on.

Copies of the Request for Qualifications requirements and specifications will be available from Canton Public Schools, Business Office, 960 Washington Street, Canton, MA 02021, beginning **Wednesday, June 13, 2018 at 8:00 AM.**

Qualifications are due at the Canton Public Schools Business Office, 960 Washington Street, Canton, MA. on **Friday, June 29, 2018, at 12:00 PM.**

Qualifications must be placed in a sealed envelope marked "Designer Services for Modular Classroom Project at John F. Kennedy Elementary School." Fax transmissions will not be accepted.

The Canton Building Renovations Committee reserves the right to reject, in whole or in part, any or all qualifications, if doing so serves the best interest of the Town of Canton and the Canton School Committee.

The Canton Building Renovations Committee, representing the Town of Canton and the Canton School Committee is the awarding authority.

Robert McCarthy, Chairperson  
Canton Building Renovations Committee  
Town of Canton, MA

**Town of Canton  
Canton Public Schools  
960 Washington Street  
Canton, MA 02021  
(781) 821-5060**

**Designer Services for Modular Classroom Project at John F. Kennedy Elementary School**

**REQUEST FOR QUALIFICATIONS** are hereby solicited from Architects/Engineers/Designers for Designer Services for a Modular Classroom Project at John F. Kennedy Elementary School.

Specifications, contract forms, and detailed requirements may be secured from the Canton Public Schools, Business Office, 960 Washington Street, Canton, MA 02021, beginning **Wednesday, June 13, 2018, at 8:00 AM.** Qualifications must be submitted in a sealed envelope and addressed to Business Office, 960 Washington Street, Canton, MA 02021, and will be received until **Friday, June 29, 2018, at 12:00 PM.** Qualifications should be clearly marked on the outer envelope:

**"Qualifications for Designer Services for Modular Classroom Project at John F. Kennedy Elementary School"**

The Canton Building Renovations Committee reserves the right to reject, in whole or in part, any or all qualifications, if doing so serves the best interest of the Town of Canton and the Canton School Committee.

The Canton Building Renovations Committee is the awarding authority.

For the Canton Building Renovations Committee:

Robert McCarthy, Chairperson

**The Town of Canton has established a policy to extend contract opportunities to Minority/Women Businesses. Minority/Women Business Enterprises are encouraged to participate.**

**THE TOWN OF CANTON, MA IS AN EEO/AA - H/WBE EMPLOYER**

## I. GENERAL

Canton Renovations Committee (“BRC”), representing the Town of Canton and the Canton Public Schools (“Owner”) is seeking the services of a qualified “Designer” as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFQ, to provide Designer Services for the design and construction of 4 or 5 modular classrooms at the John F. Kennedy Elementary School in Canton, MA. The scope of services, further defined in section IV herein will include representing the Town of Canton through design development, construction documents, bid and contract award, construction and final closeout of the Project.

Please submit six (6) copies of bound qualifications no later than **Friday, June 29, 2018, at 12:00 PM** to: Business Office, Rodman Building, 960 Washington Street, Canton, MA 02021

Qualifications received after the deadline will be returned unopened. Postmarks will not be considered. It is the sole responsibility of the applicant to ensure that its qualifications arrives on time at the designated place. Electronic or fax qualifications are unacceptable.

B. Qualifications should be clearly marked: “Designer Services for Modular Classroom Project at John F. Kennedy Elementary School”.

C. Questions should be submitted in writing and addressed to Barry S. Nectow, School Business Administrator, Canton Public Schools, 960 Washington, MA 02021.

All questions must be submitted by **Friday, June 22, 2018, at 4:00 PM**. Written responses to questions will be emailed no later than **Monday, Monday, June 26, 2018, at 12:00 PM** to anyone who has registered for and obtained copies of the Request for Qualifications document at that time.

D. All materials submitted in response to this Request for Qualifications become the property of the Awarding Authority. The applicant takes full responsibility for any associated costs with the development or preparation of any responses to this Request for Qualifications.

F. The consideration of all qualifications and subsequent selection of the successful applicant will be made without regard to race, color, age, gender, handicap, religion, political affiliation, and/or national origin.

G. The designer selected shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts, M.G.L. Chapter 151B. The provisions relating to nondiscrimination and affirmative action in employment shall flow through all contracts and subcontracts that the selected designer may award as a result of this contract.

H. The Town of Canton and its departments are an EEO/AA/MBE employer. Women and minority owned businesses are encouraged to apply.

I. The Awarding Authority reserves the right to reject any and all qualifications, waive informalities, and to award contracts if it deems doing so is in the best interest of the School Committee and the Town of Canton.

## II. TENTATIVE TIMELINE

- Local Advertisement – Thursday, June 14, 2018
- Central Register – Wednesday, June 13, 2018
- Commbuys – Wednesday, June 13, 2018
- Deadline for Questions – Friday, June 22, 2018, at 4:00 PM
- Written Responses to Questions – Monday, June 26, 2018 at 12:00 PM
- Receive Qualifications – Friday, June 29, 2018 at 12:00 PM
- Evaluate qualifications (Estimated) – Monday, July 2, 2018 – Friday, July 13, 2018
- Award Contract – on or about Friday, July 20, 2018
- Completion of Plans and Specs – November 30, 2018 or a date mutually agreed to by the contractor and the BRC
- Completion of project – No later than August 31, 2019, or a date mutually agreed to by the contractor and the BRC

## III. Background

The Town of Canton is located approximately 20 miles south of Boston with a population of approximately 22,562 (2016) residents. The Canton Public School District includes the Rodman Early Childhood Center, three (3) elementary schools serving Kindergarten through 5th grade, (Dean S. Luce, Lt. Peter M. Hanson, and John F. Kennedy); the William H. Galvin Middle School serving grades 6 through 8, and Canton High School serving grades 9 through 12. The total District enrollment is comprised of approximately 3,400 students.

The John F. Kennedy Elementary School (“JFK”) has been overcrowded for several years. The four-room addition built in 2012 helped ease the problem but enrollment growth since the addition was built has pushed occupancy to an inefficient and uncomfortable level. A 4/5 room modular classroom addition would help temporarily ease the overcrowding and allow the school department sufficient time to study the recently completed master plan and determine a long-term solution to the problem.

Enrollment has grown from 416 on 10-1-2011 to 530 on 10-1-2017. Managing the growth has come in a variety of ways, including:

- Using a portion of the Media Center as teaching and learning spaces;
- Using the cafeteria stage for teaching and learning;
- Sending a classroom of kindergarten students to Hansen in the 2016/2017 school year;
- Converting the computer lab and a special education classroom to kindergarten classrooms.

JFK enrollment is projected to continue to grow in the short term, according to a study provided by McKibben & Associates during the development of the master plan.

Space at JFK is fully or over utilized. According to the master plan prepared by Dore and Whittier, the capacity of JFK is 492 students (current enrollment – 530). Additionally, the building has missing or has inappropriate teaching and learning spaces as well service delivery rooms.

**IV. Scope of Services: Will include, but not limited to providing full design, bidding, construction period services and project close-out, as follows:**

**Preliminary Design Phase:**

- a. Detailed review of all available pertinent project related information including architectural, structural, mechanical, heating, ventilating and air conditioning, plumbing and electrical drawings, and as built drawings.
- b. Using any existing available information, perform a review of the pertinent equipment at the schools to develop plans for all such equipment and pertinent architectural, mechanical, structural, roofing, plumbing and electrical information affecting and affected by the design of and construction of the modular classrooms.
- c. Perform a complete review of zoning and conservations commission requirements for projects of this type. Schedule meetings necessary to receive appropriate approvals.
- d. Provide preliminary design options of plans and specifications for the modular classrooms including location on the site, number of classrooms, recommended repair, replacement, and/or improvements to the existing systems and conditions. A detailed construction cost estimate for the modular classrooms

including all site work, mechanical, structural, roofing, plumbing and electrical work affecting and affected by the designs shall be provided.

- e. Attend meetings (evening, if necessary) with the Owner as required to review the preliminary design, zoning and conservation (if needed) approval, finalize the work agenda and develop a construction sequence schedule.

### **Final Design Phase**

- a. Prepare one complete set of design and construction documents for bid, including Bid Form, Contract form, General Conditions of the Contract, Construction and Supplementary General Conditions, technical specifications, plans and detailed drawings. The designer will provide twenty (20) sets of complete construction documents for bidding purposes.
- b. Attend meetings as required with the Owner to review the final design documents, zoning and conservation (if needed) approval, the bidding schedule, and the construction sequence schedule.

### **Bidding Phase**

- a. Prepare all public bid notifications including but not limited to advertisements and Central Register postings.
- b. Prepare a complete set of bid documents consistent with Massachusetts General Law 149 and all other applicable laws.
- c. Distribute the bid and track bidders consistent with Massachusetts General Law 149 and all other applicable laws.
- d. Schedule, attend and document a pre bid meeting with representatives of the Owner and the prospective bidders to review and proposed project and answer questions from the bidders.
- e. Provide clarifications to the contractors during the bid process including preparing and issuing addendum as required to the bidders.
- f. Attend the bid opening and review the low bidders' qualifications and bid amounts. Make recommendations for the award of a contract.

## Construction Administration Phase

- a. Project Start-Up: convene pre-construction meeting to introduce all parties named in the contract proposal to the Scope of work; answer all questions relative to the plans and specifications; clarify all relevant procedural issues; Assist in the preparation of the contract between the Owner and Contractor.
- b. Project administration: issue all classifications (if required) relative to the plans and specifications; review and approve or disapprove all requests for change orders prior to submission to the Owner; review all payment requisitions and lien waiver forms prior to submission to the Owner; review and approve or disapprove all shop drawings and submittals.

At a minimum, the designer shall be expected to make no/less than one (1) site visit per week during construction to observe job progress and conduct bi-monthly progress meetings between Owner and Contractor in which the Designer will compile all meeting minutes and provide all parties with written copies prior to the next scheduled meeting.

Provide mechanical/electrical /engineering observation services to monitor the construction. Responsibilities shall include liaison between the Engineers, the Owner, and the Contractor. The technical representatives shall observe the work progress and prepare reports for review as needed which will include photographs and progress charts detailing the work area. All items observed not in compliance with the technical specifications and/or details shall be identified. Provide punch list and ensure all work outlined in the technical specifications and details including punch list items are completed.

- c. Project Close-Out: Review all work and project correspondence to assess contract compliance; review all final lien waiver forms to ensure completeness and approve final project close-out; and ascertain that all warranties are obtained.

**V. MINIMUM QUALIFICATIONS** Designer selection shall be in accordance with the provisions of Massachusetts General Laws M.G.L. c. 7C, §§ 44-57 (formerly M.G.L. c. 7C, §§ 38A1/2-O), Public Building Projects Design Services, and any policies and procedures adopted by the Town pursuant thereto.

A. Thorough knowledge and familiarity with applicable Massachusetts public construction statutes, including relevant provisions of General Laws Chapters 7, 30, 30B, 149 and 149A.

B. The Designer and subcontractors must provide evidence of Massachusetts registration and licensing in all applicable disciplines. Disciplines will include architect,

structural engineer, HVAC/plumbing/fire protection/electrical engineer, civil/site engineer, hazardous materials specialists, construction cost estimator, and code consultant.

C. Demonstration of a thorough knowledge of procedures, requirements, and practices of Massachusetts and other agencies with respect to building codes.

D. Demonstrated experience in the preparation of plans and specifications, design options and construction cost estimation.

E. A fully completed and signed Commonwealth of Massachusetts DSB Application Form (Updated July 2016).

F. A registered architect shall be assigned to the project and shall attend all meetings as required.

G. Financial and operations capability, including appropriate staffing levels, to perform the requested services within the established time frame.

H. List all public projects undertaken in the past five years in the New England area (MA, NY, CONN, VERMONT, MAINE, NH, RI)

I. List all current projects.

J. At least three examples of projects comparable in size and scope to the project contemplated herein completed within the past five years.

K. At least five separate project references with the names and phone numbers of persons who are familiar with the work performed. Agents of the Owner shall have express permission to contact, either in person, by phone or by correspondence, the references listed.

L. A comparison of at least three similar projects identifying for each, the original cost estimates prior to bidding, the contract award, and the cost at project completion.

## VI. QUALIFICATIONS REQUIREMENTS

A. Acknowledgment that the applicant meets all the requirements outlined in Section V: MINIMUM QUALIFICATIONS. **Please complete the checklist on Form 1 of the Form Packet attached hereto.**

A. Summary statement, less than ten (10) pages exclusive of attachments, detailing, at a minimum, the applicant's particular qualifications for this project. The statement should describe the applicant's approach to this project and explain its skills and previous experiences with projects similar in nature. In addition, include any other information that the applicant considers relevant for the purpose of evaluating its qualifications for this project.

B. A reasonably detailed description of the scope of work required, including time frames for completion of each step and conditions of the qualifications submitted, if any.

C. Description of the applicant firm's size, professional capabilities to undertake this project in a timely manner, organizational structure, and evidence of financial stability. This profile should include a list of key personnel who will actively participate on this project, and should identify the principal in charge, project manager, and project architect. Any and all sub-consultants who will work with the applicant must also be identified. Resumes must be included.

D. The applicant must complete all forms Forms I-VI in the Forms Packet attached hereto including the Certifications attesting to non-collusion and tax compliance.

E. By submitting qualifications, the applicant agrees to execute a contract in form and substance to the contract attached hereto as **Exhibit 1**.

## **VII. EVALUATION OF QUALIFICATIONS**

A. All qualifications shall be received and evaluated in conformance with the requirements of Massachusetts General Laws Chapter M.G.L. c. 7C, §§ 44-57 (formerly M.G.L. c. 7C, §§ 38A1/2-O), Public Building Projects Design Services as amended.

B. The BRC will evaluate the qualifications for completeness and verify that the Minimum Qualifications specified in Article V herein have been met. Incomplete qualifications and/or failure to meet minimum criteria will disqualify the qualifications from further consideration.

C. After evaluation of minimum criteria, qualifications will be evaluated by BRC based solely on the comparative evaluation criteria specified below:

1. Prior experience with similar projects in the evaluation, planning, design and construction oversight of modular classrooms. The experience of both the applicant's firm and specific individuals assigned to this project will be evaluated. The experience shall demonstrate:

- o Knowledge of modular design and construction

- o How such knowledge has been reflected in past designs, and

2. Public Sector Knowledge: Previous experience and knowledge of Massachusetts public construction laws, bid specifications and bidding procedure past performance on public projects and working knowledge of Massachusetts General Laws Chapter 149 and 149A relating to public construction projects.

3. Design excellence in past projects.

4. Financial stability and responsibility of the applicant.
5. Professional qualifications and licenses of staff and consultants assigned to this project.
6. Ability to complete this project on schedule based on the adequacy of staff and current workload.
7. The applicant's demonstrated ability to prepare and support effective implementation plans, including the ability to accurately estimate costs and meet schedules.
8. The appropriateness of the project organization, the identity and qualifications of the individuals assigned, including sub-consultants, responsible for this project and the role of each individual in completion of the project.

D. Comparative criteria will be rated as follows:

- o Highly advantageous – Qualifications excels on specified criteria
- o Advantageous – Qualifications meets specified criteria
- o Unacceptable – Qualifications does not meet criteria

E. The BRC will make award decisions and may or may not elect to conduct interviews.

## **VIII. FEE**

A. The BRC will select and rank the finalists, whereupon it will request a fee proposal from the top ranked applicant and engage in fee negotiations with said applicant.

B. In the event that a fee cannot be successfully negotiated with the top ranked applicant, the top ranked applicant shall be removed from consideration and negotiations will then commence with the applicant ranked second, and so on.

## **IX. INSURANCE REQUIREMENTS**

Prior to the start of the Contractor's work, the Contractor shall procure for the Contractor's work, and maintain in force with companies licensed to sell insurance in Massachusetts the following:

- Workers' Compensation and employer's Liability Insurance.
- Commercial General Liability insurance including contractual liability to cover the contractor indemnification obligation. Completed operations coverage to continue in force for 2 years beyond completion of work for the Town.

- Automobile Liability insurance on all owned, leased, hired and non-owned Vehicles.
- Umbrella Liability Insurance

The Town of Canton shall be named as additional insured on all of these policies except for Workers' Compensation. The additional insured endorsement shall limit that status to the acts or omissions of the Contractor, or the acts or omissions of any party for whom the contractor is responsible.

All insurance shall be maintained with limits of liability not less than the following:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
Workers' Compensation	Statutory
Employers Liability	\$ 500,000 each accident \$ 500,000 each employee - Disease \$ 500,000 policy limit - Diseases
Commercial General Liability	\$ 3,000,000 general aggregate \$ 1,000,000 per occurrence \$ 1,000,000 aggregate, completed operations \$ 1,000,000 personal injury
Automobile Liability	\$ 1,000,000 combined single limit
Umbrella Liability	\$ 5,000,000 per occurrence \$ 5,000,000 general aggregate
Errors and Omissions	\$ 1,000,000 in aggregate

The successful applicant must comply with all insurance regulations required by the State and the Town of Canton, including Worker's Compensation Insurance. Appropriate insurance certificates must be provided to the Awarding Authority by August 1 of each year during the contract period.

The general liability policy must be amended to provide coverage for claims alleging sexual abuse or molestation.

The Contractor shall maintain in effect all insurance coverage required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Town.

All insurance policies shall contain a provision that the coverage afforded shall not be canceled or non-renewed, nor restrictive modifications added, until at least 30 days prior written notice has been given to the Town, unless otherwise specifically required in contract documents. Underwriter will certify annually that there is no impairment of aggregate limits on each policy.

In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, the town may purchase such coverage and charge the expense thereof to the contractor or terminate this agreement.

A letter by a reputable insurance company must accompany the qualifications signifying that the Proposer (contractor) is insurable to the amount stipulated in the specifications. The Town shall be named as an additional insured on the Certificate on Insurance to be provided by the Contractor. The certificate of any insurance policy must be delivered to the Superintendent of Schools or his/her designee before the contract may be signed.

No cancellation of, change, or revision in the insurance by the Insurer of Insured, the existence of which insurance is evidenced by this certificate, shall be valid unless written notice thereof is given to the Canton Public Schools, 960 Washington Street, Canton, MA 02021, at least thirty (30) days prior to the intended date of cancellation, change, or revision by mail, postage prepaid and evidenced by a return receipt, or if the insurance is canceled, the contract is null and void.

Within ten (10) business days after notice of the contract award, the Contractor shall deposit with the Superintendent, a Certificate of Insurance from the insurer stating that the insurance policies required in the above section have been issued to the Contractor.

The Contractor must file a copy of these policies with the Superintendent by August 1 of each school year during the contract period.

Evidence of Workers' Compensation coverage shall be filed with the Superintendent of Schools by August 1 of each year that the contract is in effect.

The Town of Canton is not responsible for any loss or damage whatsoever to the property of the Contractor.

Proposer must submit a statement indicating the number of accidents and any and all lawsuits, insurance settlements or out-of-court settlements, during the past five (5) years. The information regarding the lawsuits should include all pending and/or previously settled lawsuits directly relating to school bus transportation and day care services. Supporting evidence from the Proposer's insurance company's accident data must be included.

Failure to provide and continue in force the required insurance shall be deemed a material breach of this contract and shall be cause for immediate termination.XI.

## **X. SPECIAL PROVISIONS**

A. The applicant is expected to comply with all applicable federal and state laws and Town of Canton by-laws and regulations in the performance of all services provided hereunder.

B. The successful applicant will adhere to the provisions of the Fair Employment Practices Law of the Commonwealth, Massachusetts General Laws Chapter 152B.

C. The provisions relating to nondiscrimination and affirmative action in employment shall apply to all contracts and subcontracts that the successful applicant may receive or award as the result of this contract.

D. Services provided by the successful applicant will be rendered through a professional services contract. The successful applicant will be an independent contractor of the Town of Canton and will not be considered an employee of the Town of Canton School Department nor will it receive benefits afforded to Town employees.

**FORM I**  
**DOCUMENT CHECKLIST**  
**Canton Building Renovations Committee**  
**Town of Canton**  
**Canton School Committee**

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

- Proposer hereby acknowledges receipt of all addenda, if any:  
Addendum Number 1 dated \_\_\_\_\_  
Addendum Number 2 dated \_\_\_\_\_  
Addendum Number 3 dated \_\_\_\_\_  
Addendum Number 4 dated \_\_\_\_\_  
Addendum Number 5 dated \_\_\_\_\_
- Applicant has met the **Minimum Qualifications** as set forth in Section V herein and completed, signed, and enclosed **Form II, Minimum Qualifications**.
- Applicant included a fully completed and signed **Commonwealth of Massachusetts DSB Application Form (Updated July 2016)**.
- Applicant has met the **Qualifications Requirements** as set forth in Section VI herein.
- Applicant has completed, signed, and enclosed **Form III, Certificate of Compliance with Massachusetts Tax Laws**.
- Applicant has completed, signed, and enclosed **Form IV, Certificate of Non-Collusion**.
- Applicant has completed, signed, and enclosed **Form V, AFFIDAVIT of CLERK OF CORPORATION VENDOR**.

**PLEASE PRINT**

\_\_\_\_\_  
Name of Person Signing The Request for Qualifications

\_\_\_\_\_  
Name of Company or Business

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FORMS I, II, III IV, V and VI MUST BE FILED WITH  
THE REQUEST FOR QUALIFICATIONS SUBMISSION**

**FORM II**  
**MINIMUM QUALIFICATIONS**

Qualification	Indicate Yes (Can Meet) or No (Can't Meet)
The Designer has thorough knowledge and familiarity with applicable Massachusetts public construction statutes, including relevant provisions of General Laws Chapters 7, 30, 30B, 149 and 149A.	
The Designer and subcontractors must provide evidence of Massachusetts registration and licensing in all applicable disciplines. Disciplines will include architect, structural engineer, HVAC/plumbing/fire protection/electrical engineer, civil/site engineer, hazardous materials specialists, construction cost estimator, and code consultant.	
The designer can demonstrate a thorough knowledge of procedures, requirements, and practices of Massachusetts and other agencies with respect to building codes.	
The Designer has provided a fully completed and signed Commonwealth of Massachusetts DSB Application Form (Updated July 2016).	
The Designer will assign a registered architect to the project and shall attend all meetings as required.	
The Designer will provide evidence of financial and operations capability, including appropriate staffing levels, to perform the requested services within the established time frame.	
The Designer will provide a list all public projects undertaken in the past five years in the New England area	
The Designer will provide a list all current projects.	
The Designer will provide a list of at least three examples of projects comparable in size and scope to the projected contemplated herein completed within the past five years	
The Designer will provide a list of at least five separate project references with the names and phone numbers of persons who are familiar with the work performed. Agents of the Owner shall have express permission to contact, either in person, by phone or by correspondence, the references listed.	
The Designer will provide a comparison of at least three similar projects identifying for each, the	

original cost estimates prior to bidding, the contract award, and the cost at project completion.	
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**PLEASE PRINT**

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Name of Person Signing Application

---

Name of Company or Business

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Signature

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Date

**FORM III**  
**CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS**

All providers of goods or services to any agency of the **Commonwealth of Massachusetts** or of any subdivisions shall be required to attest that he/she is in compliance with all the laws of the **Commonwealth of Massachusetts**. The form of attestation shall also provide space for the provider to furnish his/her:

1. Social Security Number or;
2. Federal Identification Number

It should be noted that submission of a Social Security Number or Federal Identification Number is purely voluntary.

The attestation shall be in the following form:

*"Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the Proposer has filed all state tax returns and paid all state taxes required under law."*

**PLEASE PRINT**

\_\_\_\_\_  
Individual or Corporate Name of Proposer

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_ *has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

\_\_\_\_\_  
Signature and Title of Person Making Certification

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

**Form IV**  
**CERTIFICATE OF NON-COLLUSION**

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

**PLEASE PRINT**

---

Name of Person Signing Application

---

Name of Company or Business

---

Signature

Date

**FORM V**  
**AFFIDAVIT of CLERK OF CORPORATION VENDOR**

I, \_\_\_\_\_, certify as follows:  
(print full name)

I am the Clerk of \_\_\_\_\_  
(print exact name of corporation)

which is duly authorized and incorporated under the laws of \_\_\_\_\_.  
(state of incorporation)

That the names and addresses and title of the officers of the above named corporation are as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City Zip

\_\_\_\_\_  
City Zip

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Resident Agent

That the above named corporation was incorporated on \_\_\_\_\_.

The Federal tax identification number of said corporation is: \_\_\_\_\_.

That the above named corporation is in good standing with the Secretary of the Commonwealth or the Secretary of the State of \_\_\_\_\_ (state if incorporated under the laws of a foreign state.)

Signed under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2010.

\_\_\_\_\_  
Clerk

**FORM VI**  
**Commonwealth of Massachusetts**  
**Designer Selection Board (“DSB”)**  
**Application Form (Updated July 2016)**

Available as a separate document

**EXHIBIT 1**

**AGREEMENT BETWEEN  
THE TOWN OF CANTON, MASSACHUSETTS  
AND**

**Contractor/Vendor/Designer**

**FOR**

**Designer Services**

THIS AGREEMENT made effective \_\_\_\_\_, by and between the **TOWN OF CANTON, MASSACHUSETTS**, a municipal corporation, acting by and through its Building Renovation Committee (“BRC”), with offices at Town Hall, Canton, Massachusetts 02021 (hereinafter called the “TOWN”), and XXXXXXXXXXXXXXXXXXXX, whose principal office address and state of organization are as set forth on Exhibit A (hereinafter called the “CONSULTANT”).

**RECITALS:**

WHEREAS, the TOWN desires to retain the CONSULTANT to provide certain services for the TOWN as described, below, and the CONSULTANT is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT**

- 1.1 The TOWN hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement, to perform certain services for the TOWN, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONSULTANT acts at all times as an independent CONSULTANT. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONSULTANT on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONSULTANT performs its work or functions aside from such control or directions which are consistent with the independent CONSULTANT relationship contemplated in the Agreement.

**ARTICLE 2 - SERVICES OF THE CONSULTANT**

- 2.1 The CONSULTANT will perform the services described in the Scope of Services set forth on Exhibit A (the “Work”).
- 2.2 The CONSULTANT shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement

without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONSULTANT which are not explicitly agreed to by the TOWN in writing. The TOWN hereby appoints **Robert McCarthy**, Chairman of the BRC as its designated representative with respect to this Agreement and the CONSULTANT acknowledges and agrees that only such designee has the authority to speak or act for the TOWN in connection with this Agreement.

- 2.4 The CONSULTANT represents and warrants to the TOWN that the CONSULTANT (including all of its personnel, whether employees, agents or independent CONSULTANTS) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services (either directly or through subCONSULTANTS) in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONSULTANT will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONSULTANT represents and warrants to the TOWN that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of “hard” copies, graphics, drawings, magnetic media or otherwise) which are produced by the CONSULTANT pursuant to this Agreement shall be deemed the Consultant’s Instruments of Service and shall be the property of the CONSULTANT. The CONSULTANT hereby grants to the TOWN a perpetual, royalty-free exclusive license in such items. The TOWN acknowledges that such materials are being prepared with respect to the specific project(s) contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN’s sole risk unless otherwise agreed to by the CONSULTANT in writing.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the Town’s reasonable satisfaction.
- 3.2 The CONSULTANT shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONSULTANT acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONSULTANT is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, “Unavoidable Events”) which materially and adversely affect its ability to perform the Work, then the time for the CONSULTANT to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONSULTANT to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to

terminate this Agreement upon thirty (30) days written notice.

#### **ARTICLE 4 - PAYMENTS TO THE CONSULTANT**

- 4.1 The compensation to due to the CONSULTANT shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONSULTANT will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONSULTANT upon review and approval of such invoices by the TOWN or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.

#### **ARTICLE 5 - TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONSULTANT, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
  - (a) the TOWN shall remain liable for payments for the services and/or expenses of CONSULTANT accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the TOWN as a result of the CONSULTANT's default, if any), as determined by the TOWN. but for no other amounts including, without limitation, claims for lost profits on work not performed; and
  - (b) the CONSULTANT shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

#### **ARTICLE 6 - INDEMNIFICATION AND INSURANCE**

- 6.1 The CONSULTANT agrees to indemnify and hold harmless the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONSULTANT (including all its employees, agents and independent CONSULTANTs) in performing the Work, or any breach of the terms of this Agreement by such CONSULTANT and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONSULTANT, in connection with this Agreement.
- 6.2 Before commencing work, the CONSULTANT shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the

Commonwealth of Massachusetts, insurance as set forth below. If the CONSULTANT is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town, the CONSULTANT shall assure that such sub-CONSULTANT or other third party also has such insurance.

- (a) Workers' Compensation, covering the obligations of the CONSULTANT in accordance with applicable Workers' Compensation or Benefits law.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subCONSULTANTS. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Errors and Omissions Insurance of not less than \$1 million per claim.
- (e) Such additional insurance as may be required to be carried by the CONSULTANT by law.
- (f) Such additional insurance as the TOWN may reasonably require as set forth on Exhibit A.

CONSULTANT shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on an Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

#### **ARTICLE 7 - GENERAL PROVISIONS**

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONSULTANT (whether completed or in process) shall become the property of the TOWN and the CONSULTANT shall immediately deliver or otherwise make available all such material to the TOWN.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (CONSULTANT, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits attached hereto or referred to therein, constitute the entire agreement of TOWN and CONSULTANT with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONSULTANT. If there is any conflict between a term set forth in the

body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF CANTON, MASSACHUSETTS  
By and through its  
Building Renovation Committee

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_  
Robert McCarthy, Chairman

By: \_\_\_\_\_

TOWN OF CANTON, MASSACHUSETTS  
By and through its  
School Department

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Barry S. Nectow  
Chief Procurement Officer

\_\_\_\_\_  
Date

Approved As To Funds Available:

By: \_\_\_\_\_  
Town Accountant

This form has been pre-approved by Town Counsel.

**EXHIBIT A**

**CONSULTANT, SCOPE OF WORK, TERM**

1. **Name of CONSULTANT:**
2. **State of Organization:**
3. **Principal Office Address:**
4. **Description of Services (§2.1) (refer to bid documents, if appropriate):**
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
6. **Term of Agreement (§3.1), if other than through the completion of work:**
7. **Completion Date (§3.2**
8. **Additional Insurance Coverage (§6.2(e)):**

**EXHIBIT B**

**PAYMENTS**

(complete for appropriate method of payment)

1. **Lump Sum Method**

- a. **Maximum Project Amount:**
  
  
  
  
  
  
  
  
  
  
- b. **Payment Increments (upon completion, monthly, completion of discreet performance milestones, etc.):**
  
  
  
  
  
  
  
  
  
  
- c. **Reimbursable Expenses (if any):**

2. **Per Unit Method**

- a. **Total Payment per Unit (per hour, per cubic yard, etc.):**
  
  
  
  
  
  
  
  
  
  
- b. **Maximum Project Amount:**
  
  
  
  
  
  
  
  
  
  
- c. **Payment Intervals (upon completion, monthly, completion of discreet performance milestones, etc.):**
  
  
  
  
  
  
  
  
  
  
- d. **Reimbursable Expenses (if any):**

3. Town of Canton General Ledger Account to be charged: \_\_\_\_\_.

**EXHIBIT C**

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By: \_\_\_\_\_

Date: \_\_\_\_\_

Federal EIN : \_\_\_\_\_

DWLIB 2049v2