

REQUEST FOR QUALIFICATIONS

for

ARCHITECT/DESIGN SERVICES

Randall Library Renovations and Addition



Town of Stow, Massachusetts

*Denise M. Dembkoski, Town Administrator
Chief Procurement Officer*

October 26, 2022

INVITATION TO SUBMIT PROPOSAL

The Town of Stow (“Town”) invites qualified applicants to submit proposals to provide Architectural Design Services related to the design and construction of a renovated Randall Library in Stow. Architectural Design services may include utilizing the preliminary design to develop the full design, contract documents, bid and contract administration services including all related site, civil, structural, mechanical, fire protection and electrical engineering services, as well as landscape architecture, interior design and selection/procurement of Furniture, Fixtures and Equipment (FF&E) for a complete project for the design, bidding, and construction of a renovated Randall Library. All applicants must submit in complete conformance with this Request for Qualifications (RFQ) document. Applicants can find the full RFQ and all supporting documents on our website or they may register on the Town of Stow’s website to obtain the documents:

<https://www.stow-ma.gov/procurement/pages/bids-and-proposals>

This RFQ shall be governed by the designer selection law, M.G.L. Chapter 7C, Sections 44 to 58 and M.G.L, Chapter 149, Section 44A½.

Questions concerning this request must be emailed to Denise M. Dembkoski, Town Administrator townadministrator@stow-ma.gov. All inquiries received five or more days prior to the RFQ deadline will be considered. If any changes are made to the RFQ, an addendum will be issued. Addenda will be emailed or mailed to all applicants on record as having received the RFQ.

I. PROJECT DESCRIPTION

The Town of Stow is seeking to renovate our public library in accordance with the preliminary design and cost estimates previously conducted. The Town is seeking comprehensive full-service proposals from qualified architectural firms to assist the Town with design development, contract documents, bid and contract administration services including all related site, civil, structural, mechanical, fire protection and electrical engineering services, as well as landscape architecture, interior design and selection/procurement of Furniture, Fixtures and Equipment (FF&E) for a complete project. The final building program, scale, features, and aesthetics will be determined by Randall Library Building Committee(s) based on the available financial resources.

A preliminary design was performed in 2022 by designLAB architects and is attached hereto as Appendix C. The design encompassed: an evaluation of the existing facility, scoping sessions with users, management, staff, the physical and programmatic limitations of the structure; and three proposed renovation options along with the associated cost estimates. The Library Building Committee and Town Administrator selected one design to put forward to the Town at the Annual Town Meeting on May 14, 2022, and as a debt exclusion on the May 22, 2022, ballot. Both votes passed overwhelmingly. The successful firm is expected to utilize the work performed by designLAB to design the full renovations and addition.

Finally, the Town of Stow is designated as a “Green Community” by the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs. The Town wishes to explore reducing the town’s carbon footprint with focus on reducing the town reliance on natural gas. Accordingly, the selected designer should be prepared to work with the Town to consider design elements that would support the use of green technology in the design and construction of the new building.

II. GENERAL REQUIREMENTS

A. Key Project Dates and Schedule

The following is a tentative schedule noting target dates for phases and tasks to be completed.

TASK	Target Date
1. First advertise in Central Register	October 26, 2022
2. Advertisement in the Stow Independent	October 26, 2022
3. Prebid Meeting	November 15, 2022
4. Last Day for questions to the Town Administrator	November 22, 2022
5. RFQ responses due	November 28, 2022
6. Review of responses	December 1, 2022
7. Finalist Interviews (if deemed necessary)	December 2022
8. Identify top ranked firm	December 2022
9. Award Design Contract	December 2022

SECTION III. PROPOSAL INSTRUCTIONS

A. Instructions to Proposers

1. The Town of Stow may cancel this RFQ, in whole or in part, or may reject all Proposals, or may procure only some goods and/or services outlined in this RFQ whenever such action is determined to be fiscally advantageous to the Town, or if it is otherwise in the best interest of the Town of Stow.
2. The Town of Stow may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by the Awarding Authority in the Attachments. All Proposals shall be in ink or typewritten and must be presented in an organized and clear manner. Proposals shall be submitted in accordance with Section VI, Qualifications Proposal Submission Requirements.
4. Questions or clarifications rising from these documents shall be submitted to the Town Administrator in writing via email to Denise M. Demboski at townadministrator@stow-ma.gov. They must be submitted in accordance with Section II “Key Project Dates and Schedule”.
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Qualifications by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the Proposal as being unresponsive.
6. The proposer shall sign the Proposal correctly in ink; or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the Proposal will sign the document.
7. Proposers may correct, modify or withdraw the original Proposals on or before the date and time as stated in the “Legal Advertisement” (See Appendix “B.”) Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. Any late correction or modification to the Proposal will not be accepted. A proposer who wishes to withdraw a Proposal must make a request in writing.

8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her Proposal.
9. It is understood that the proposer's Proposal to the Town of Stow to provide said services and products will remain valid for 90 days past the submission deadline. At the Town's sole discretion, the successful proposer's Proposal shall be attached thereto and become a part of the contractual Contract between the Town of Stow and the proposer the same as though therein written out in full.
10. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over these services shall apply to the Contract throughout, and they shall be deemed to be included in the contractual Contract the same as though herein written out in full.
11. It is understood that the proposer has submitted the Proposal in good faith and without collusion or fraud with any other individuals, firms, or corporations in creating the Proposal to subvert the market process. See attached Certificate of Non-Collusion, and other required Proposal forms. (See Attachment "B".)
12. All costs involved in preparing the Proposal will be borne by the proposer; the Town of Stow will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
13. All responses are to include a statement that the Proposal is in accordance with this Request for Qualifications and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
14. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the Awarding Authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The Awarding Authority's decision or judgment on these matters shall be final, conclusive and binding.
15. Any Proposal received after the due date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened Proposals will be returned to the proposer.
16. The evaluation of the Proposals will be conducted by the Designer Selection Committee appointed by the Town Administrator. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFQ and shall be final.
17. The Proposals will be opened on the date and at the time stated in the "Legal Advertisement" and the name of the person or organization submitting a Proposal will be read and recorded. The contents of all Proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of Proposals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. Price Proposals will not be accepted at this time. The Town shall request a fee proposal from the most highly ranked designer remaining on the list and begin contract negotiations. Should an agreement between the Town and the highest rank firm fail to be negotiated, the Town of Stow reserves the right to negotiate an agreement with the next highest ranked firm. The Designer Selection Committee will be the sole judge in determining whether a proposer's Proposal satisfies the requirements of this RFQ and whether or not the Proposal will prove advantageous to the Town. Any Contract

resulting from this RFQ shall be awarded to the proposer, assuming successful fee negotiations, the selected proposer will be under Contract to the Town of Stow per the attached sample Contract (see Attachment “A”).

18. Response to this Request for Qualifications acknowledges the proposer's acceptance of all sections and requirements of this document. The proposer’s response to the Request for Qualifications will be incorporated within the Contract shown as Exhibit 1. If the proposer’s Proposal does not comply with the requirements of this Request for Qualifications, or if an item is not understood in any way, a copy of that section of the Request for Qualifications must then be included in the Proposal and all its copies clearly stating the deviation, additions, or other comments.
19. Services provided by the successful proposer shall be rendered through the Town of Stow’s standard Contract for consultant/contractor services; the successful proposer will not be considered an employee of the Town and will not receive any benefits of an employee.

B. Pre-Response Conference and Site Visit

There will be a voluntary pre-response conference and site visit on Tuesday, November 15, 2022, at 10:00 AM to be at the Randall Library in Stow. A listing of those attending will be kept. There will be a tour of the proposed site. It is very likely that important information will develop during this conference; therefore all prospective respondents are encouraged to attend.

C. Questions and Clarifications

Questions requiring clarification shall be submitted in writing, via email, to the Town Administrator prior to the deadline stated in Section II, Key Project Dates and Schedule, in order to afford the Town of Stow adequate time to respond with a correction or additional information prior to the deadline for submission of Proposals. Should it be found necessary, a written addendum will be incorporated into the RFQ and will become part of the Contract. All registered plan holders of the RFQ will be notified of such changes.

D. Notification of Award

All proposers will be notified of the selection decision within 60 days of the date. Proposals are due to the Town of Stow unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the proposer agrees to extend the period of time in which the Proposal is valid.

E. Contract

This Request for Qualifications, as well as the selected Contractor’s Proposal, and any addenda to the RFQ will become part of the final Contract. See Attachment “A” for sample Contract. Please note that the sample attached does not include all of the additional terms and conditions between an owner and architect.

The Town shall have the right to terminate this Agreement in accordance with the provisions of Article 11, Termination or Suspension, of the sample Contract (Attachment “A”).

F. Insurance Requirements

See Article 14, Insurance, of the sample Contract for required insurance coverage and limits (Attachment “A”).

G. Monitoring

On a regular basis, appropriate members of the Town of Stow may review the Contractor’s operations and inform the Contractor if there are any issues associated with the service provided by the Contractor.

H. Interview (Optional)

After review of firm qualifications, the Designer Selection Committee may determine that interviews are necessary to further narrow down the qualified firms. Should interviews be scheduled, the Committee will first select a short list of the most qualified, responsive and responsible proposers to invite in. Proposers whose submittals are determined to be not advantageous or that did not meet the minimum requirements will not be interviewed.

If interviews are conducted, the Committee will then rank those finalists and make a recommendation of award to the Town Administrator as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services.

If an interview is not needed, the Committee will make a recommendation to the Town Administrator based on the most responsive and responsible proposal and reference checks.

If the Town Administrator, or designee, is unable to negotiate a contract and fee, with the top-ranked finalist, the Town Administrator, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Town Administrator.

Reimbursement for expenses incurred for an interview will not be forthcoming to either the awarded Contractor or any other candidate asked to be interviewed. The Town of Stow reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

I. Licenses and Permits

The proposer is responsible for attaining and holding in good standing all relevant permits, licenses and certificates associated with the completion of these services, as applicable. Evidence of these requirements is to be made part of the Proposal. If a permit is not currently held or the application process is pending, the proposer should indicate such. The Town of Stow reserves the sole right to decide if the Contract may be awarded to the successful proposer despite the failure to produce the actual permits or copies thereof. Licenses and permits must be held in force throughout the terms of the services as contracted. See Section IV, Proposal Requirements, for additional information.

J. Miscellaneous Information

The Proposals will be accepted until **Monday, November 28, 2022, at 2:00 PM**. They shall be delivered to the Town of Stow, Town Administrator's Office, 380 Great Road, Stow, MA. 01775. Any proposal received after this deadline will not be accepted by the Town.

The name(s) of the Proposer's key individual who will be performing the consultant services must be submitted along with their resume(s) and professional registration(s). The individuals listed shall attend an interview, if requested. The Proposal firm must have sufficient qualified staff to undertake and complete the project in a timely manner.

All information acquired by the Proposer from the Town of Stow, or from others at the expense of the Town, in performance of the Contract, shall be and remains the property of the Town. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the proposer for delivery to the Town shall be and will remain the property of the Town of Stow.

The Proposer agrees to use this information only as required in the performance of this Contract and will not, before or after the completion of this Contract, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town of Stow.

K. Minority or Woman Business Enterprise Participation

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the Request for Qualifications (RFQ). For the purposes of this RFQ, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the Commonwealth of Massachusetts' Supplier Diversity Office (SDO), and who is still certified at the time the contractor's Proposal is submitted.

All minority owned businesses are encouraged to apply for SDO certification. For further information on SDO qualifications, or access to SDO vendor lists, contact the Supplier Diversity Office at (617) 502-8831.

The Town of Stow will require contractors and subcontractors involved in local municipal projects to abide by the Equal Employment Opportunity Anti-Discrimination Program guidelines below, which form a part of the Contract generating from this RFQ.

EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

During the performance of this contract, the Contractor and all of his/her Sub-Contractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

See MGL Chapter 7C regarding an affirmative marketing program for state-assisted local projects, and the Town of Stow's Minority or Women Business Enterprise Participation programs for additional D/M/WBE requirements.

The contractor by signing the Contract offered by the Town of Stow agrees to abide by the above paragraphs to the best of his/her ability.

SECTION IV. PROPOSAL REQUIREMENTS

A. Minimum Requirements

The Designer Selection Board shall reject Proposals which do not meet the following certain minimum requirements:

1. The Proposal must be from an individual or established business, corporation, partnership, sole proprietorship, joint stock company, joint venture, firm, or other entity engaged in the practice of providing such services as the principal business for which the entity was formed.
2. Possess all necessary current licenses and registrations, as applicable, either within the firm or through independent consultants, to qualify under Massachusetts law to perform the stated services. All consultants carried by the Architect are to be licensed to provide professional services in the Commonwealth of Massachusetts.
3. All Proposers must provide a "Contractor Profile" that includes:
 - a. Full name, tax identification number, main office address and officers of the Contractor that would ultimately enter into a Contract with the Town of Stow.
 - b. History and background including when the firm was organized and if a corporation, where incorporated, and how many years engaged in providing the stated services. Provide a complete list of officers including name, title, address, telephone number, and e-mail address.
4. Not be debarred under M.G.L., chapter 149, section 44C, or disqualified under M.G.L., chapter 7C, section 38H, as applicable.
5. All Proposals shall be submitted to the Town Administrator as stated in the "Legal Advertisement"- Appendix "B". Each Proposal shall be in a SEALED envelope, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
6. The Proposal must be received by the Town Administrator before the deadline for receipt of Proposals indicated in Section II, Key Project Dates and Schedule, and must be complete (must include or address all items specified in Section VI – Proposal Submission Requirements). The proposer is responsible to make sure that their proposal submittal is received at the proper location as stated herein before the due date and time. Do not rely upon stated delivery times from contracted package delivery services. Proposals delivered after the proposal response deadline will be refused.

7. The proposer must have signed the Certificate of Non-Collusion and the State Taxes Certification Clause, and all other required Proposal forms (see Attachment “B”) and shall include them in the Proposal package.
8. The proposer must have completed and signed the Commonwealth of Massachusetts, Division of Capital Asset Management and Maintenance (DCAMM), Cities and Towns Application Form (DSB 2016) (see Attachment “C”) and shall have included them in the Proposal package.
9. The Proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
10. All responses are to include a statement that the Proposal is in accordance with this Request for Qualifications and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

B. Staffing Requirements

1. The architect must set forth the staffing to be utilized for this service, including the percentage of time to be dedicated to this project. Provide resumes for specific staff to be assigned to the Project that include education, relevant past experiences, qualifications, licenses, current projects being worked on and any other pertinent information that will assist in making the selection.
2. List major leadership, individuals to be assigned to this project, their duties and responsibilities.
3. Submitting firm must be prepared to contractually commit all individuals as submitted in their Proposal to this service. Any deviation from the proposed will constitute a breach of Contract to any agreement which may result from this Request for Qualifications.
4. The Proposal must include resumes, experience, and qualifications of any proposed consultants that would be utilized by the Proposer in the performance of this contract. Any deviation from the architect’s listed consultants or their team will constitute a breach of Contract to any agreement which may result from this Request for Qualifications. Any change in consultants listed in the Proposal must obtain approval from the Town.
5. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the proposer’s staffing as outlined in the Proposal will be subject to the approval of the Town of Stow. The Town of Stow Town Administrator, or designee, shall notify the proposer within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the Town.

C. Technical Scope of Services

The successful architectural firm shall prepare design development and contract documents, participate in the bid process and perform contract administration phase services as outlined per

the scope of work listed below for the renovated Randall Library. The disciplines of site, civil, structural, mechanical, HVAC, plumbing, fire protection, and electrical engineering, as well as landscape architecture, site lighting, interior design, including the design, selection and procurement thru the Purchasing Office of furniture, fixtures and equipment (FF&E) are to be provided. The scope of work shall include, but is not limited to, the following:

1. Preparing a comprehensive design development phase plans, outline specifications, and construction and project cost estimates to ensure the project stays within budget. Participate with the Randall Library Building Committee 2.0 and Exterior Design Committee and Town leadership in a value engineering process which is to be utilized during each phase for potential cost savings in order to keep project construction costs within the allocated funds available.
2. Work with and make necessary presentations to regulatory and Town agencies and officials to obtain necessary permits, recommendations and approvals for the site and project, including but not limited to the Zoning Board of Appeals, Conservation Commission, Planning Board, and MEPA review if required.
3. Provide construction and project cost estimates to the Town in writing at the end of each of the three design phases in coordination with the Town's Owner's Project Manager.
4. Establish a design, approval and construction schedule for review and approval of the Town. Update at the completion of each phase.
5. Prepare final design, specifications and contract documents for the public bidding of this construction project per Massachusetts General Law.
6. Provide final construction and project cost estimate in writing.
7. Project signage, interior and exterior.
8. Provide any required demolition plans.
9. Provide design support for temporary relocation of equipment and assets currently in the existing facility to a temporary facility if needed.
10. Provide any required phasing, traffic and parking management or implementation plans.
11. Provide for the incorporation of Owner reused and relocated equipment and Owner purchased equipment.
12. Provide project scheduling.
13. Provide electronic record drawings of the completed project in approved ACAD format.
14. Bidding and construction administration.
15. Complete Project closeout, including obtaining warrantees, operation manuals, etc.

Additional services are subject to authorization by the Town include site surveys, traffic surveys, soil borings, investigation and reports, existing building condition survey, investigations for lead and asbestos containing materials within the existing building and specifications for the removal of the same, site environmental investigations and geo-technical investigations and engineering recommendations, and inventory of existing equipment to be reused.

C. Additional Narrative Information

1. Summarize what you believe your architectural firm and team offers to the Town that is unique from your competition in this field.
2. List the anticipated amount of support services and/or documents the Town would be required to provide to you.
3. Provide evidence that the firm has an established and implemented Affirmative Action Plan.
4. Discuss your Design Team's approach to the bidding and construction administration phase of the work. The Town's expectations of the designer in this role are outlined as follows. In addition to attending a pre-bid site meeting and preparing any addenda in coordination with Purchasing and Capital Projects Department, the designer should assume an eleven (11) month construction schedule with attendance at weekly site-based job meetings. The design firm will be responsible for preparation and distribution of meeting minutes. Additionally, the designer will review and process RFIs, submittals, shop drawings and potential change orders, and will create a log of each, updating them weekly. The designer will review payment requisitions and will prepare any change orders.

D. Miscellaneous Requirements

Public Relations: The Town of Stow and the Proposer shall cooperate in maintaining good public relations throughout the period of this project. All announcements including, but not limited to, press releases, bill stuffers, flyers, web site information, and so forth, shall be submitted to the Town Administrator, or designee, for review and approval before distribution to the public.

The Architect, or a representative of the firm given the Contract may be required to meet privately or publicly with various representatives, committees, boards, or commissions of the Town of Stow, or other public forums, to discuss this project, gather information, and address any concerns or to provide timely updates.

E. Payments

Invoicing shall be furnished as per Article 13, Notices, Approvals, Invoices, of the sample Contract, Attachment "A".

SECTION V. SELECTION PROCEDURES

A. PROCESS

1. The Designer Selection Committee for this project will be appointed by the Town Administrator.
2. The Town Administrator's office will review all qualification submittals to make sure minimum requirements are met. Those qualification submittals that meet all of the minimum requirements as outlined in this RFQ, and are determined to be both responsive (those that offer all of the services requested in the RFQ and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed by the Designer Selection Committee using the selection criteria outlined in this section.
3. The Designer Selection Committee will select the highest ranked submittals by proposers in accordance with the comparative evaluation criteria listed in Section V.B below (3 minimum). Should the Committee need further information to make a selection, interviews will be scheduled.
4. The committee will rank each of short-listed architects based on the evaluation criteria, the presentation of the firm and the interview (if necessary), and then make a recommendation of award to the Town Administrator as the awarding authority on this project. If the Town Administrator is unable to negotiate a contract, including the fee, with the top-ranked finalist, the Town Administrator will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Town Administrator.
5. The Town currently has appropriated funds for Phase II Services, which shall include full design and engineering, and bidding and construction administration services.

The Town reserves the right to award the contract to the responsive and responsible qualification submittal which best meets the Town's needs, taking into account firm qualifications, submittal quality and evaluation criteria. The awarding authority's decision or judgment on these matters shall be final. The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the criteria may contain ratings of:

"Unacceptable" – 0 points – submission will be eliminated from further consideration

"Not Advantageous" – 1 point – submission does not fully met the evaluation criteria or leaves a question or issue not fully addressed

"Acceptable" – 2 points – meets the minimum requirements

"Advantageous" – 3 points – submission exceeds minimum requirements

"Highly Advantageous" – 4 points – submission excels in the category

An "Unacceptable" rating in any one of the criteria will eliminate the proposal from further consideration.

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town's needs, taking into account proposal quality and proposal price.

B. COMPARATIVE EVALUATION CRITERIA

Architects must meet the minimum requirements as specified in Section IV.A. Failure to meet the minimum evaluation criteria will result in immediate rejection of the qualification submittal and will not be subject to further review.

The following criteria will be used in the evaluation of the architectural firm regarding the Technical or Non-Price Proposal. An “**Unacceptable**” rating in any one of the listed criterions will eliminate the proposal from further consideration. **Responding Architects are to address each of the following criteria in a clearly labeled section of their response and in the same order.**

1. The Project Team:

a. Firm Background

- b. Capability:** to perform all of the aspects of the project, such as programming, planning, site permitting, cost estimating and value engineering, architectural design, landscape architectural design, civil, environmental, structural and mechanical engineering, fire protection, electrical engineering, interior design, and FF&E services.

Unacceptable: Less than three (3) years of experience in providing architectural services for public projects.

Not Advantageous: Architectural services have not been for public projects.

Acceptable: Three (3) to five (5) years of experience in providing architectural services for public projects.

Advantageous: More than five (5), of experience in providing architectural services for public projects.

Highly Advantageous: More than five (5) years of experience in providing architectural services for public projects to municipalities with documented examples of providing services to Massachusetts municipalities.

2. Recent Relevant Experience: with projects comparable to the proposed project. Architect to address:

- i. Relevant Library design experience
- ii. Other experience of similar size and scope

Unacceptable: Firm has no Library design experience.

Acceptable: Three (3) to five (5) years of Library design experience.

Advantageous: Library design experience is current (within past 5 years).

Highly Advantageous: Library design experience is current (within past 5 years). Additional similar work is underway currently within the firm. Three (3) or more projects of similar type have been successfully completed.

3. Local Experience: with public and private projects completed within Stow or Massachusetts Communities in the surrounding 10 miles:

- i. Relevant permitting experience through the local boards and commissions
- ii. Other local experience of similar size and scope

Unacceptable: Firm has no local design and permitting experience.
Acceptable - Local design and permitting experience is more than 5 years ago
Advantageous: Local design and permitting experience is current (within past 5 years).
Highly Advantageous: Local design and permitting experience is current (within past 5 years). Two (2) or more projects of similar scale have been successfully completed.

4. **Experience with Historical Municipal Buildings:** with projects comparable to the proposed project. Architect to address:
- i. Relevant historical design experience

Unacceptable: Firm has no municipal historical design experience.
Acceptable: Three (3) to five (5) years of municipal historical design experience.
Advantageous: Municipal historical design experience is current (within past 5 years).
Highly Advantageous: Municipal historical design experience is current (within past 5 years). Additional similar work is underway currently within the firm. Three (3) or more projects of similar type have been successfully completed.

5. **References:** Provide at least five (5) references with contact names and valid phone numbers of other clients whereby similar work has been performed.

Unacceptable: References are not provided.
Not Advantageous: References provided are not related to similar project type.
Acceptable: At least two (2) references are from similar project experience.
Advantageous: More than three (3) references are provided from similar project types.
Highly Advantageous: All references provided are for similar project types.

6. **Staffing:**

- a. **Key Personnel:** Professional background, caliber and staff availability for project; quantify staff and discipline; describe the percentage of time to be committed to the project by the key members of the project team.
- b. **Outside Consultants:** Qualifications and experience of firms regularly engaged by the architect; describe the percentage of time to be committed to the project by the leadership of the project team.
- c. **Team Organization:** Chart and describe team organization

Unacceptable - No staffing plan or team organization provided.
Not Advantageous - The staffing information provided may meet the Town's needs, but the organization plan provided is not clear enough to make a determination of roles and responsibility.
Acceptable - The staffing and team organization information provided will adequately meet the needs of the Town.
Advantageous - The staffing information and team organization plan provided will meet the needs of the Town, and shows the proposer's commitment to the project by providing an experienced team of quality professionals with defined roles.
Highly Advantageous - The staffing information and team organization provided will exceed the needs set forth by the Town and shows the proposer's commitment to putting their best and most experienced staff and resources into this project. Project roles and responsibility are clearly defined.

7. **Project Discussion & Scope of Work:**
 - a. **Project Understanding & Challenges**
 - b. **Project Approach**

Unacceptable - Proposal did not adequately convey the proposer's understanding of the project and the firm's approach to completing the project successfully.

Not Advantageous - The response indicates the proposer may understand the Town's needs, but the plan provided is not clear enough to make a determination. The proposer's approach does not instill confidence in a plan to complete the project in a well thought out manner.

Advantageous - The Scope of Services response provided indicates the proposer will meet the needs of the Town; and shows the proposer's demonstrated understanding of the project and their approach to the work required to complete a successful project.

Highly Advantageous - The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the Town; shows the proposer's demonstrated understanding of the project; their ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process

8. **Proposed Schedule**

- a. **Please provide a proposed schedule and articulate any differences from the Project Schedule proposed by the OPM in Appendix "A."**

Unacceptable: A proposed schedule was not offered.

Not Advantageous: The proposed project schedule does not demonstrate a plan to complete the project in a well thought out manner.

Acceptable: The proposed project schedule provided indicates the proposer understands the project, its scope and its timeframes for completing the work adequately.

Advantageous: The proposed schedule provided indicates the proposer has more than adequately demonstrated their understanding of the project and the work required to complete a successful project and to meet the requirement of the Town's review and approval cycles.

Highly Advantageous: The proposed schedule provided indicates the proposer has demonstrated their complete understanding of the project and will monitor and keep the project on schedule. The firm understands the time required to complete a successful project and has clearly demonstrated their process which will meet the requirements of the Town for timely reviews and approvals.

9. **General Impression of Proposal**

Unacceptable - The proposal was not responsive to the Comparative Evaluation Criteria in an acceptable manner.

Not Advantageous - Response is informative, meets the criteria for responsiveness. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the Town but was lacks details and demonstration of proposer's ability to meet project objectives.

Advantageous - Response is informative, meets criteria for responsiveness and communicates well. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the Town, and shows the proposer's commitment to the Town and the project.

Highly Advantageous - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town, communicates well and shows the proposer's commitment to the Town and the project. The Designer Selection Committee is confident in the provider's overall ability to provide and administer the services as required by the Town.

C. WORK REFERENCES

Architects will be evaluated based upon the answers to the questions posed to references as outlined below. Reference check list of minimum questions:

1. Did this architect provide the specified services for you or for the community? When? Are you using the architect for any project currently?
2. Did the architect perform the work requested in accordance with the terms of the qualification submittal and the written contract? If not, what were the deviations?
3. How would you describe the working relationship between the architect and lead members of the contracting body?
4. Did the architect adhere to the rules and regulations associated with your business relationship?
5. Overall, on a scale of one to ten, how would you rate the architect's performance?
6. Would you retain this architect's services on future projects?
7. Did the architect provide a design that upon completion was within the allocated budget and was the project completed on time?

SECTION VI. QUALIFICATIONS & PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

One sealed envelope containing an original and five (5) copies of the qualification submittal marked "**Qualifications – Randall Library Renovation - Designer Selection,**" must be received per the time frame outlined in the legal advertisement- (Appendix "B").

The qualification submittal will be accepted until **2:00 PM, on November 28, 2022**. They shall be delivered to the Town Administrator's Office, 380 Great Road, Stow, MA 01775. It is the sole responsibility of the architect to ensure that the qualification submittal arrives on time and at the designated place. Place firm name on the outside of each envelope.

Within your Qualification submittal, please provide each of the following items and clearly structure and label your Qualification submittal. Qualification submittals received after this date and time will not be accepted.

1. Cover Letter to include the name of Firm, address and telephone number, signed in ink by someone authorized to sign such documents. Acknowledge any addenda, if any, and include a statement that the Proposal is in accordance with this RFQ, and that the Proposer understands all sections and provisions therein. Any exceptions must be clearly stated.
2. Attach Financial Statement for two previous calendar years attested by a CPA or Bank Officer. In respect of confidentiality, this may be submitted (one copy) in a separate envelope. This information will only be used if financial information provided in qualification submittal is not adequate to communicate financial capabilities. If you do not provide financial statements, you must include a letter to that effect and provide some other means to determine the financial status of your company. The Town reserves the right to request additional financial information from any proposer who does not submit adequate information to allow the Town to make a reasonable determination of financial capability and stability.
3. Submission of all information requested to meet Minimum Requirement per Section IV.A.
4. Certificate of Non-Collusion, State Taxes Certification Clause, and other required forms per Attachment "B".

5. Appropriate certificates of insurance.
6. If applicable, and the company is not registered in Massachusetts, proof of registration with the Massachusetts Secretary of State as a “foreign” corporation authorized to do business in the Commonwealth of Massachusetts.
7. Any other information that the Proposer considers relevant for the purpose of evaluating its qualifications for the Project.
8. Division of Capital Asset Management and Maintenance (DCAMM) Cities and Towns Application Form (DSB 2016) per Attachment “C” to do business in the Commonwealth of Massachusetts. See their website at https://www.mass.gov/files/citiestownsapplication2016_1.doc
9. Clearly identify any and all consultants and/or subcontractors who will work with the architect with resumes of staff to be assigned to the project and their roles and responsibility.
10. Proposal shall contain a proposed schedule and timeline which clearly identifies the Consultant’s project approach to the scope of services as defined in *Section IV Proposal Requirements – Part C Technical Scope of Services*.

B. CONTACT INFORMATION

Clarification and interpretations of this Request for Qualification must be requested in writing. Responses shall be likewise furnished. See key dates listed in Article II. A for last day to submit questions. After that day no requests or questions will be accepted. Please contact the Town of Stow for clarification of this Request for Qualification, direct all inquiries to:

Denise M. Dembkoski
380 Great Road
Stow, MA 01775
Phone. (978) 897-2927
Email: townadministrator@stow-ma.gov
Business Hours: 8:00 a.m. – 4:00 p.m. Monday through Friday



Attachment A

TOWN OF STOW, MA Contract for Designer Services

PROJECT TITLE: Randall Library Addition and Renovation Project

This AGREEMENT is made under seal the ___ day of _____ in the year Two Thousand and Twenty-Two between the Town of Stow, Massachusetts, by its Town Administrator/Chief Procurement Officer, the AWARDING AUTHORITY, and _____, with an address of _____ acting as PROJECT ARCHITECT or PROJECT ENGINEER (the DESIGNER).

The scope of services is set forth in Attachment A.

ARTICLE 1: DEFINITION OF TERMS

- 1.1 GENERAL LAWS -- the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.
- 1.2 DESIGNER -- the individual or firm performing professional services under this AGREEMENT.
- 1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in ARTICLE 16.
- 1.4 NOTICE TO PROCEED -- written communication from the Awarding Authority, constituting an essential condition of this AGREEMENT, authorizing the Designer to perform services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost. Proceeding with various phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.
- 1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.6 CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project, including all change orders.
- 1.7 TOTAL CONSTRUCTION COST -- the sum of the actual construction contract award price and each authorized change order revising the construction contract award price. The construction contract award price

shall be the same as the construction price of the lowest responsible and eligible bidder.

- 1.8 AWARDING AUTHORITY -- The board, commission, agency or department of the Town having authority to award design and construction contracts in connection with the Project.
- 1.9 PROJECT -- the building project for which designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).

ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS

- 2.1 The Designer shall not employ additional consultants not named in the proposal(s) nor sublet, assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval and written consent of the Awarding Authority. The Awarding Authority shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.
- 2.2 Except as otherwise provided in this AGREEMENT or authorized by the Awarding Authority, the Designer shall employ within the basic fee for this project the following consultants where their specific services are required: Architect, Structural Engineer, Civil Engineer, Sanitary Engineer, Mechanical Engineer, Landscape Architect, Cost Estimator, and Electrical Engineer, and any other consultant specifically listed in the proposal. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.
- 2.3 When the Designer receives payment from the Awarding Authority, the Designer shall promptly make payment to each consultant whose work was included in the work for which payment was made by the Town. The Awarding Authority shall have the contractual right, but not the obligation, to require corrective measures necessary for the best interests of the Town.

ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS

- 3.1 The Awarding Authority shall furnish to the Designer available surveys of the project building site, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.
- 3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is

specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior written authorization of the Awarding Authority.

- 3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.
- 3.4 If a consultant's services estimated to cost more than \$25,000 are required, including the services of a qualified testing laboratory functioning under the jurisdiction of both a Massachusetts registered Engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and approved by the Awarding Authority. Consultant fee proposals shall be received by the Designer and accompanied with recommendations of approval submitted to the Awarding Authority before any work is authorized. Such consultants shall carry adequate Liability Insurance. When a consultant's services are estimated to cost \$25,000 or less, the Designer shall use established standard rates for such services.
- 3.5 Drawings and/or specifications needed to obtain survey or subsoil information, and any other soils engineering shall be prepared by the Designer as part of the basic fee. The Designer shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.
- 3.6 The Awarding Authority will compensate and reimburse the Designer as provided in ARTICLE 9 for the cost of consultant services performed under this Article. For responsibility, coordination inspection, analysis and evaluation of consultant services retained under this ARTICLE, the Designer shall similarly be compensated as provided by ARTICLE 9.

ARTICLE 4: COMPLIANCE WITH LAWS

- 4.1 The Designer shall perform the work required under this AGREEMENT in conformity with all requirements and standards of the Awarding Authority, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government. The Construction Documents shall comply with all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders. The Designer, including all approved consultants and subcontractors, shall comply with all applicable provisions of the rules and regulations of the President's Committee on Equal Employment Opportunity and Procedures promulgated by the Governor of Massachusetts or his designees, insuring equal opportunity for employees and minority and women-owned business enterprises.

ARTICLE 5: PROFESSIONAL RESPONSIBILITY

5.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this AGREEMENT.

The Designer shall commence work under this AGREEMENT upon written notice to proceed issued by the Awarding Authority in conformance with the provisions of Section 1.4 of this AGREEMENT. The Designer shall complete the services required under this AGREEMENT in a prompt and continuous manner, and to meet such time limits as are established during the course of the AGREEMENT and stated in each Notice to Proceed. If the completion of the scope of work is delayed through no fault of the Designer, the time limit may be extended upon written approval of the Awarding Authority.

5.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking and reviewing by the Awarding Authority will not be necessary. Any changes, corrections, additions or deletions made by the Awarding Authority shall be incorporated in the design of the Project unless detailed objections thereto are received from the Designer and approved by the Awarding Authority.

5.3 The designer shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.

5.4 Neither the Awarding Authority's review, approval or acceptance of, nor payment for any of the services furnished shall be construed to operate as a waiver of any rights under the AGREEMENT or any cause of action arising out of the performance of the AGREEMENT.

ARTICLE 6: DESIGNER SERVICES

6.1 TYPE 1 CONTRACTS; STUDIES, PROGRAMS, MASTER PLANS, REPORTS

1. Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary within the Awarding Authority and shall prepare and

submit programs, preliminary reports, master plans, studies, sketches, space utilization criteria and estimates in accordance with the Scope of Services set forth in Attachment A to this AGREEMENT. Monthly progress reports shall be submitted by the Designer to the Awarding Authority. The Designer shall prepare and submit concept sketches of various design ideas to determine a workable plan solution in terms of the programs, funds available, and as complete an overall design concept as possible, including cost estimates. The Designer shall furnish to the Awarding Authority eight (8) copies of the report for final approval on or before the date set forth in the Notice to Proceed or any supplement thereto.

6.2

TYPE 2 CONTRACTS -- DESIGN AND CONSTRUCTION

1. Phase 1. - Schematics

Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary with the Awarding Authority for the purpose of arriving at a mutual understanding of the Awarding Authority's project needs. Thereafter, the Designer shall prepare and submit to the Awarding Authority single line schematic drawings including floor plans, elevations and space criteria to establish basic design ideas and respective cost estimates as set forth in the scope of services included as Attachment A. The Designer shall submit to the Awarding Authority for approval six (6) copies of said schematic plans, outline specifications and cost estimates, on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Designer shall have obtained from the Awarding Authority an extension of time in writing.

Estimated construction cost and fee as set forth in the original Notice to Proceed will not be changed by the Awarding Authority without the agreement of the Designer.

2. Phase 2. - Design Development

Upon receipt of a Notice to Proceed the Designer shall prepare from the approved Phase 1 documents complete design development documents consisting of plans, outline specifications, and cost estimates and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to enable the Awarding Authority to study and understand the progress and development of the Project. Such plans outline specifications and cost estimate shall be subject to the written approval of the Awarding Authority. The Designer shall submit to the Awarding Authority for approval six (6) copies of said design development documents on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto,

unless the Designer shall have obtained from the Awarding Authority an extension of time in writing.

3. Phase 3. - Construction Documents

Upon receipt of a Notice to Proceed from the Awarding Authority for Phase 3 of the Project, the Designer shall meet as necessary with the Awarding Authority, and shall prepare and submit to the Awarding Authority on or before the date or time specified in the Notice to Proceed or any supplement thereto, complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the design development, outline specifications and construction cost estimate approved in Phase 2 of the Project, the Notice to Proceed with Phase 3, or any subsequent modification thereto. The detailed estimate of the cost of the Project shall include quantities of all materials and unit prices of labor and materials as well as cost estimates for each item of work. Such working plans and specifications and cost estimates shall be subject to the written approval of the Awarding Authority. The Designer shall furnish to the Awarding Authority for approval six (6) sets of the said plans, specifications and construction cost estimates.

Following the approval of the plans, specifications and construction cost estimates, the Designer shall incorporate all changes required by the Awarding Authority in the working drawings and specifications and shall prepare and transmit to the Awarding Authority one set of Construction Contract Documents for approval.

Phase 4. - Bidding Phase

Upon written approval of Construction Contract Documents, and a Notice to Proceed, the Designer shall prepare the final Construction Contract Documents, including advertisements for receipt of proposals for construction contractors, shall assist in distributing the bidding documents to prospective bidders, and shall prepare and transmit all addenda. The Designer shall assist the Awarding Authority in pre-qualifying bidders, shall conduct a pre-bid conference with potential bidders, shall assist in obtaining bids, shall conduct a qualification review of the low bidder and transmit his recommendations as to the award of the construction contract to the Awarding Authority, and shall prepare all notices required to be published in the Central Register. All services shall be in accordance with the requirements of the General Laws relating to public construction projects.

If the bid of the lowest responsible and eligible bidder exceeds the Fixed Limit of Construction Cost, if any, the Awarding Authority shall have the option to (a) give written approval of an increase in such Fixed Limit, (b) re-bid the Contract within a reasonable period of time, or (c) instruct the Designer in writing to provide such revised Construction Contract Documents as the Awarding Authority may require to bring the cost within

the Fixed Limit. In the case of (c), the Designer may in connection with such revisions make reasonable adjustments in the scope of the Construction Contract or quality of the work allowed therein subject to the written approval of the Awarding Authority, which approval shall not be unreasonably withheld. The Designer shall not be entitled to any additional compensation for such services.

The Designer shall review all construction bids for the purpose of advising the Owner on whether the bids are based upon the payment of the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The Designer shall inform the Owner of any bid which, because of its amount, does not realistically appear to contemplate the actual payment of said prevailing wage rates to laborers to be employed on the project.

5. Phase 5 - Designer's Services During Construction

Upon the award of the construction contract the Designer and his consultants shall, for the purpose of protecting the Awarding Authority against defects and deficiencies in the work of the Project: (1) be charged with general administration of the construction contract, including review and processing of the General Contractor's applications for payment and change order proposals; preparation of a monetized "punch list" of remaining work following substantial completion of the project work, and subsequent inspection to determine completion of such punch list work; review and processing of the General Contractor's final completion and close out documentation and assistance to the Awarding Authority in the close out process; (2) furnish the General Contractor with information for establishing lines and grades and such large scale drawings and full sized detailed drawings as the Awarding Authority may require; (3) promptly check and approve samples, schedules, shop drawings and other submissions by the General Contractor; (4) make weekly visits to the site or sites of the Project; (5) conduct semi-final and final inspections of the construction project and report the results of such inspections in writing to the Awarding Authority; (6) require each consultant employed in accordance with ARTICLE 2 above to make visits when necessary, and more often if requested by the Awarding Authority, for the same purposes during the progress of that portion of the said construction to which the consultant's services relate and to report in writing thereon to the Designer; (7) report to the Awarding Authority weekly in writing on the progress of construction including whether or not the contractor is keeping record drawings; (8) recommend rejection of all project work observed by the Designer which fails to conform to the Contract Documents; (9) decide all questions regarding interpretation of or compliance with the Contract Documents, except as the Awarding Authority may in writing otherwise determine; (10) review and act on all requests for changes in plans, specifications, work, or contracts for the Project; and (11) upon written instructions from the Awarding Authority, furnish working plans and specifications for any such change.

The Designer shall be familiar with the provisions of the General Laws for payment to contractors and shall submit to the Awarding Authority all requisitions for payment submitted by the general contractor. With respect to each such requisition, he or she shall certify to the best of the Designer's knowledge that the percentage of work included in the requisition is accurate and the work performed conforms to the contract documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, said Designer shall forward it for payment to the Awarding Authority dated but unsigned with an accompanying letter of explanation setting forth objections and recommended changes. The Designer shall coordinate the required weekly visit to the construction site in such a manner to be able to return to his office with the contractor's payment bearing the Designer's approval or letter of exceptions. Timely payments of general contractors is required by General Laws Chapter 30, section 39K; therefore, the Designer shall establish office procedures assuring either immediate mail or messenger delivery of the requisition for payment to the Awarding Authority, and shall process requisition for payment within forty-eight hours of receipt.

The Designer's responsibility to provide basic services for the construction phase under this agreement commences with the award of the contract for construction and terminates upon the issuance to the Awarding Authority of the final certificate of payment and the Awarding Authority's acceptance of the completed project.

The Designer will exercise the utmost care and diligence in discovering and promptly reporting to the Awarding Authority any defects or deficiencies in the work of the General Contractor or any of its subcontractors, or their agents or employees, or any other person performing any of the Work in the construction of the Project. The Designer represents that it will follow the highest professional standards in performing all services under this Agreement. Any defective Designs or Specifications furnished by the Designer will be promptly corrected by the Designer at no cost to the Awarding Authority, and the Designer will promptly reimburse the Awarding Authority for all damages, if any, resulting from the use of such defective Designs or Specifications. The Awarding Authority's approval, acceptance, use of or payment for all or any part of the Designer's services hereunder or of the Project itself shall in no way alter the Designer's obligations or the Awarding Authority's rights hereunder.

Phase 6. - Record Drawings, Reports, Calculations

Before examining the requisition for final payment submitted to the Awarding Authority by the General Contractor and making any certification in response thereto, the Designer shall obtain from the General Contractor record drawings showing the actual installation of the plumbing, heating, ventilating and electrical work under the construction contract and all variations, if any. The Designer shall ascertain by his review that changes authorized by change orders are shown on the

contractor's record drawings and on the applicable original reproducible and shall submit to the Awarding Authority the complete set as revised, which reproducible shall become the property of the Awarding Authority.

Two suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Awarding Authority at the conclusion of the construction contract and prior to the expiration of the construction period.

As-Built Record Drawings shall be furnished to the Awarding Authority by the Designer.

ARTICLE 7: DESIGNER'S BASIC FEE

- 7.1 For the performance of all services required under the terms of this AGREEMENT and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with the lump sum fee for this project. The fee is a lump sum of \$ _____.
- 7.2 If there is a material change in the scope of services provided in this agreement, the Designer and the Awarding Authority will mutually agree to an adjustment in the Designer's Basic Fee. Delay of one year or more by the Awarding Authority plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services.
- 7.3 The basic fee shall be paid to the Designer in accordance with Attachment B to this agreement. Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

ARTICLE 8: ADDITIONAL COMPENSATION

1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority, and preparation of change orders related thereto; (2) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (3) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (4) providing services after final payment to the contractor; (5) revising working plans and specifications submitted in their final and complete form for which

bids were not received within six months after submission; (6) making studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (7) preparing operating and maintenance manuals; (8) assisting the Awarding Authority in litigation arising out of the construction contract; and (9) performing any other professional services not otherwise required under this Contract.

2. For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Awarding Authority at the rates set forth in Attachment B.

ARTICLE 9: REIMBURSEMENT

- 9.1 The Designer shall be reimbursed by the Awarding Authority:(a) at one and one tenth (1.1) times the actual cost to the Designer of consultants hired to obtain any data in accordance with ARTICLE 3 above, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services have been approved by the Awarding Authority or its designee, which may approve a lump sum fee; (b) at one and one tenth (1.1) times the actual cost to the Designer of special consultants not specified in ARTICLE 2, and approved by the Awarding Authority or its designee, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Awarding Authority or its designee, which may approve a lump sum fee; (c) any other specially authorized reimbursement, including special printing; and (d) for all printing and reproduction costs.

ARTICLE 10: DESIGN FEES AND CHANGE ORDERS

- 10.1 The Designer shall be compensated in accordance with the rates specified in ARTICLE 8 for the services of its employees or any consultant listed in ARTICLE 2 for services associated with changes and change orders described in ARTICLE 8. The Designer shall not be compensated for any services involved in preparing change orders required to make unit price adjustments due to existing conditions. Changes for which the Designer receives no compensation under this ARTICLE shall be "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not limit the Town's legal remedies regarding such changes.

Any services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the Construction Documents or other errors or omissions of the Designer, or which result from existing conditions encountered in the building which should have been anticipated by the Designer based on reasonable investigation of said building as required herein, shall not

qualify as additional services and shall be performed within the scope of Basic Services.

- 10.2 Payments for modifications or change orders to the Designer shall be made upon completion of the Designer's work under such modifications or change orders.

ARTICLE 11: TERMINATION, NO AWARD

- 11.1 By written notice to the Designer, the Awarding Authority may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, shall be paid to the Designer by the Awarding Authority. Such payment shall not exceed the fair value of the work, as the Awarding Authority shall determine.
- 11.2 By written notice to the Awarding Authority, the Designer may terminate this contract (1) if the Awarding Authority, within sixty (60) days following written notice from the Designer of any default by the Awarding Authority under the AGREEMENT, shall have failed to remove such default or (2) if, after the Designer shall have performed all services required of the Designer in Phase 1, Phase 2, or Phase 3 of the Project, if applicable, at least six (6) months shall have lapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the AGREEMENT up to and including the date of termination shall be paid to the Designer by the Awarding Authority.

ARTICLE 12: RELEASE AND DISCHARGE

- 12.1 The acceptance by the Designer of the last payment for services paid under the provisions of ARTICLES 11 and 12 in the event of contract termination shall in each instance operate as and be a release to the Awarding Authority, and every member or agent thereof, from all claims and liability to the Designer for payment on account of services performed or reimbursable expenses incurred under this AGREEMENT, except for those written claims submitted by the Designer to the Awarding Authority with the last payment requisition.

ARTICLE 13: NOTICES, APPROVALS, INVOICES

- 13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Awarding Authority to the

Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.

- 13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.
- 13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned to the Designer. No invoice, however, shall be required to be submitted or processed when the net amount due is less than \$100.00.
- 13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services.
- 13.5 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 13.6 Requests for previously authorized expenses of any nature must be accompanied by a billing or receipt from the source of the expense.

ARTICLE 14: INSURANCE

- 14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this AGREEMENT in a minimum amount of \$1,000,000.
- 14.2 The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.
- Since this insurance is normally written on a year-to-year basis, the Designer shall notify the Awarding Authority should coverage become unavailable.
- 14.3 The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad public liability insurance to protect against damage or injury to persons or property.
- 14.4 The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss

or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.

- 14.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Awarding Authority at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Designer shall indemnify, defend, and hold the Awarding Authority harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses arising out of the Designer's breach of the Agreement or the negligence or misconduct of the Designer or the Designer's agents or employees.
- 14.6 Upon request of the Designer, the Awarding Authority reserves the right to modify any conditions of this Article.

ARTICLE 15: SUPPLEMENTAL CONTRACT DATA; LEGAL REQUIREMENTS

- 15.1 The Designer hereby certifies:
- (i) if an individual, the individual is a registered architect or engineer;
 - (ii) if a partnership, a majority of all the partners are persons who are registered architects or engineers;
 - (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 or engineers, and the person to have the project in his or her charge is a registered architect or engineer;
 - (iv) if a joint venture, each joint venture satisfies the requirements of this section.
(Statutory reference: M.G.L. c.7C, §44)
- 15.2 The Designer 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: M.G.L. c.7C, §51)
- 15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, 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 Designer. (Statutory reference: M.G.L. c.7C, §51)

15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer 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 Designer. (Statutory reference: M.G.L. c.7C §51)

15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the

Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7C, §51)

15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with the following:

1. The Designer shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer.
2. Until the expiration of six years after final payment, the Awarding Authority, the office of the inspector general and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.
3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority, including in the Designer's description the date of the change and reasons therefore, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.
4. The Designer has filed a statement of management on internal accounting controls as set forth in Paragraph (6) below prior to the execution of this Agreement.
5. The Designer 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 as set forth in subparagraph 15.6.8 below.
6. The Designer shall file with the Awarding Authority a statement of management as to whether the system of internal accounting

controls of the Designer and its subsidiaries reasonably assures that:

- (a) transactions are executed in accordance with management's general and specific authorization;
 - (b) transactions are recorded as necessary:
 - 1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and
 - 2. 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 Designer shall also file annually with the Awarding Authority 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 in response to this paragraph and paragraph 15.6.6(b) above 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 Designer's financial statements.
8. The Designer shall annually file with the Awarding Authority during the term 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 accountant's report.
9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 15.6 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 15.6.2. (Statutory reference: M.G.L. c.30, §39R)

- 15.7 The Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7C, §51)
- 15.8 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, §44M)
- 15.9 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (Statutory reference: M.G.L. c.62C, §49A)

For agreements not in excess of \$100,000, Section 15.5 and subsections 15.6.3 – 15.6.8 do not apply.

ARTICLE 16: MISCELLANEOUS PROVISIONS

- 16.1 One (1) reproducible copy of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Designer's rights under this AGREEMENT.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.
- 16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer, and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.
- 16.4 The Designer agrees that the Awarding Authority and any of its officer or employee assume no personal liability under this Agreement.
- 16.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 16.6 In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall

attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, on the day and year hereinabove first written, the Designer has caused this agreement to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized to do so, and the _____ has signed this agreement on behalf of the Awarding Authority.

Accepted by Designer

By
Name: _____

Title: _____

Accepted by Awarding Authority

Town of Stow
Denise M. Dembkoski
Town Administrator

Approved as to Form

Town Counsel

Attachment B

TOWN OF STOW

TAX COMPLIANCE CERTIFICATION

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

(Date) _____

(Signature of individual submitting bid or proposal)

(Printed name of person signing bid or proposal)

(Name of business) _____

(Business address) _____

(Business phone number) _____

MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION

TOWN OF STOW

CERTIFICATE OF CORPORATE AUTHORITY

The principal, officer or person to sign below pledges under penalties of perjury, that he or she has been designated by the owner(s) or the board of directors of the below named firm as an authorized representative.

(Date) _____

(Signature of individual submitting bid or proposal)

(Printed name and title of person signing bid or proposal)

(Name of business) _____

(Business address) _____

(Business phone number) _____

MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION

TOWN OF STOW

NON-COLLUSION STATEMENT

CONTRACTOR'S CERTIFICATION IN BID/PROPOSAL TO BE ATTACHED TO CONTRACT

Any person submitting a Bid or Proposal for the procurement or disposal of supplies and services to any governmental body shall certify in writing, on the Bid or Proposal, as follows:

“The undersigned certifies under penalties of perjury that this Bid or Proposal 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.”

(Date) _____

(Signature of person signing bid or proposal) _____

(Printed name of person signing bid or proposal) _____

(Title) _____

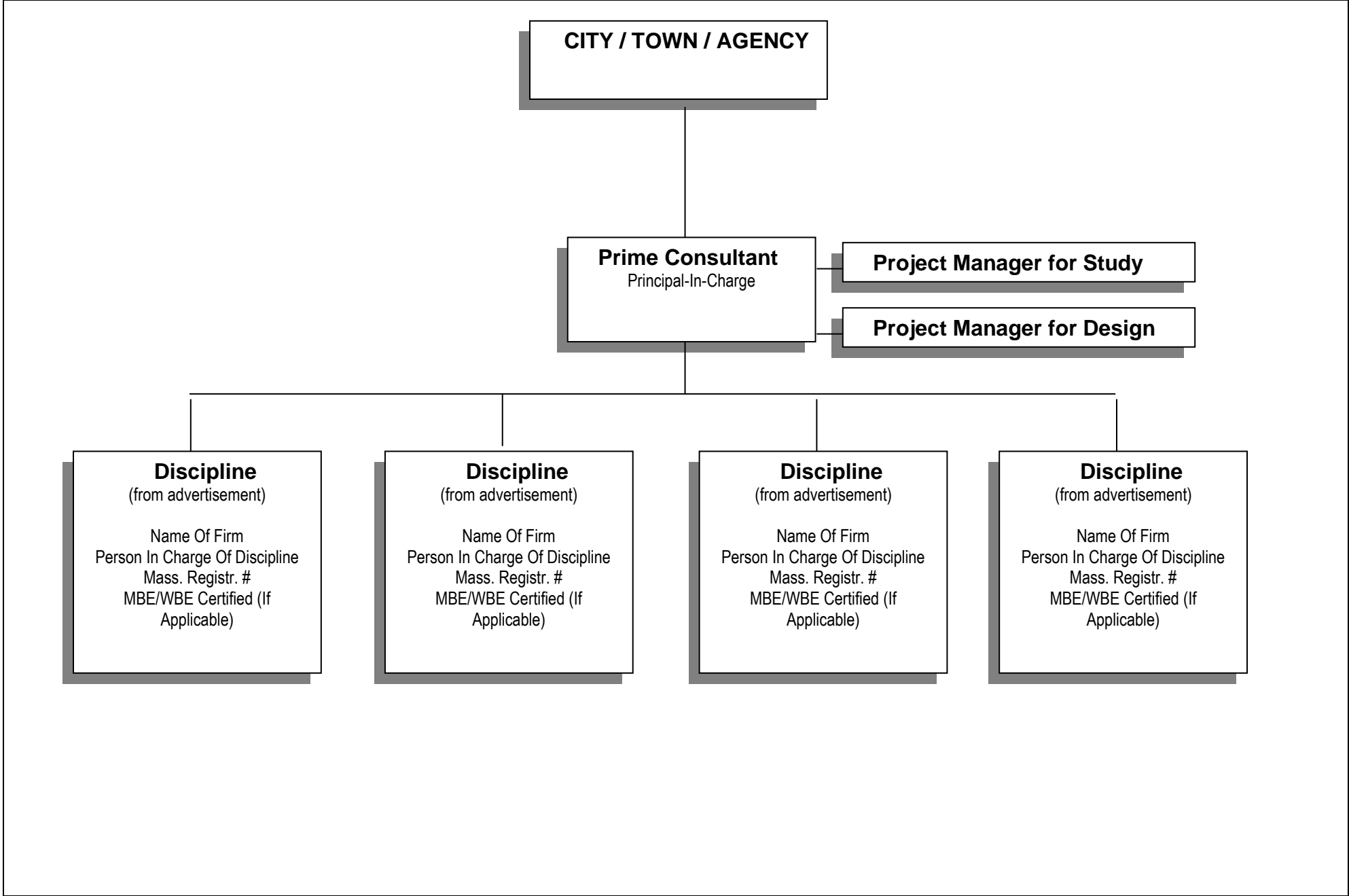
(Name of Business) _____

(Business address) _____

(Business Phone Number) _____

MUST BE RETURNED SIGNED WITH THE SEALED SUBMISSION

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



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

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

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

Sub-Consultant Name:

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

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

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

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

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

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

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

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

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

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

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

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

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

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

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

PROJECT SCHEDULE

Appendix A



Town of Stow
Randall Public Library

TIMELINE DESCRIPTIONS	2022			2023												2024												2025			
Date: October 20, 2022	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Architect / Designer Selection																															
Design Phase																															
Cost Estimating																															
Local Permitting																															
GC Pre-Qualification / CM Selection																															
GC & Prefiled Sub Pre-Qualification																															
Bidding / GMP																															
Construction																															
Move Activity																															
FF&E Process																															
Occupancy																															
Closeout Phase																															

Appendix B



TOWN OF STOW REQUEST FOR PROPOSALS

For

ARCHITECT/DESIGN SERVICES FOR THE RENOVATION OF THE RANDALL LIBRARY Project # 2023-610-005

The Town of Stow, Massachusetts, invites applicants to submit qualifications to provide Architectural Design Services related to the full design and construction of a renovated Randall Library in Stow. The Request for Qualifications, containing scope of work, proposal requirements, and evaluation criteria, is available on the Town's website at www.stow-ma.gov or upon request at the office of the Town Administrator's Office, 380 Great Road, Stow, MA 01775 or at townadministrator@stow-ma.gov.

Responses must be in sealed envelopes and will be accepted until 2:00 PM, on November 28, 2022. They shall be delivered to the Town Administrator's Office, 380 Great Road, Stow, MA 01775. Place firm name on the outside of each envelope.

The Town of Stow reserves the right to reject any or all bids or take whatever action is in the best interest of the Town.

TOWN OF STOW

Denise M. Dembkoski
Town Administrator/Chief Procurement Officer

Appendix C
designLAB architects
Preliminary Design

RANDALL LIBRARY PRELIMINARY DESIGN SUMMARY

TOWN MEETING - 5/14/2022

STOW, MA



designLAB architects

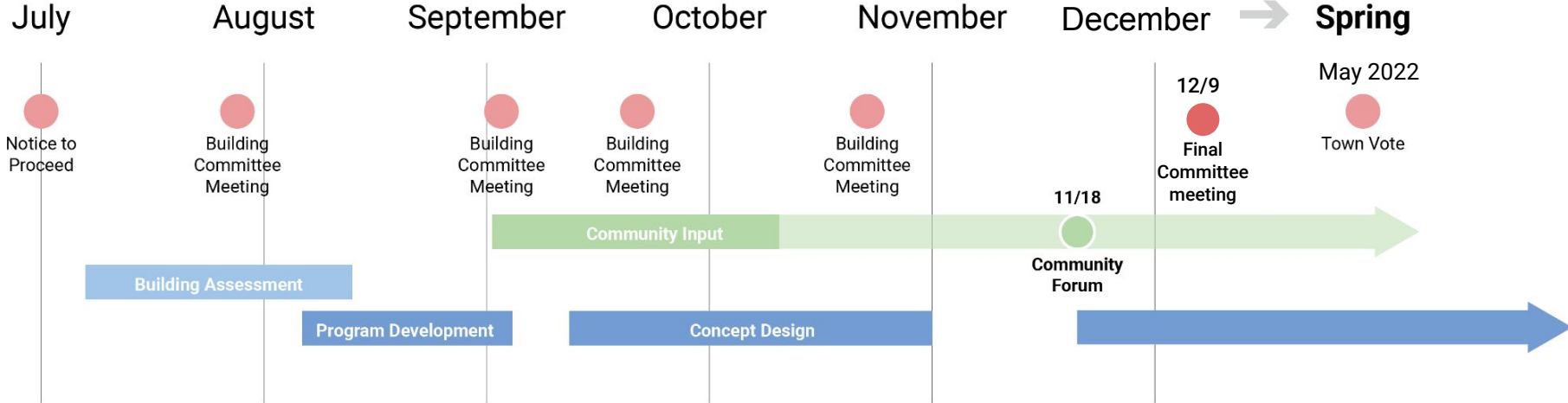
G2 G2 COLLABORATIVE
LANDSCAPE ARCHITECTURE

PROGRAMMING + CONCEPT DESIGN SCHEDULE OVERVIEW

Summer + Fall
2021



Programming + Concept Design

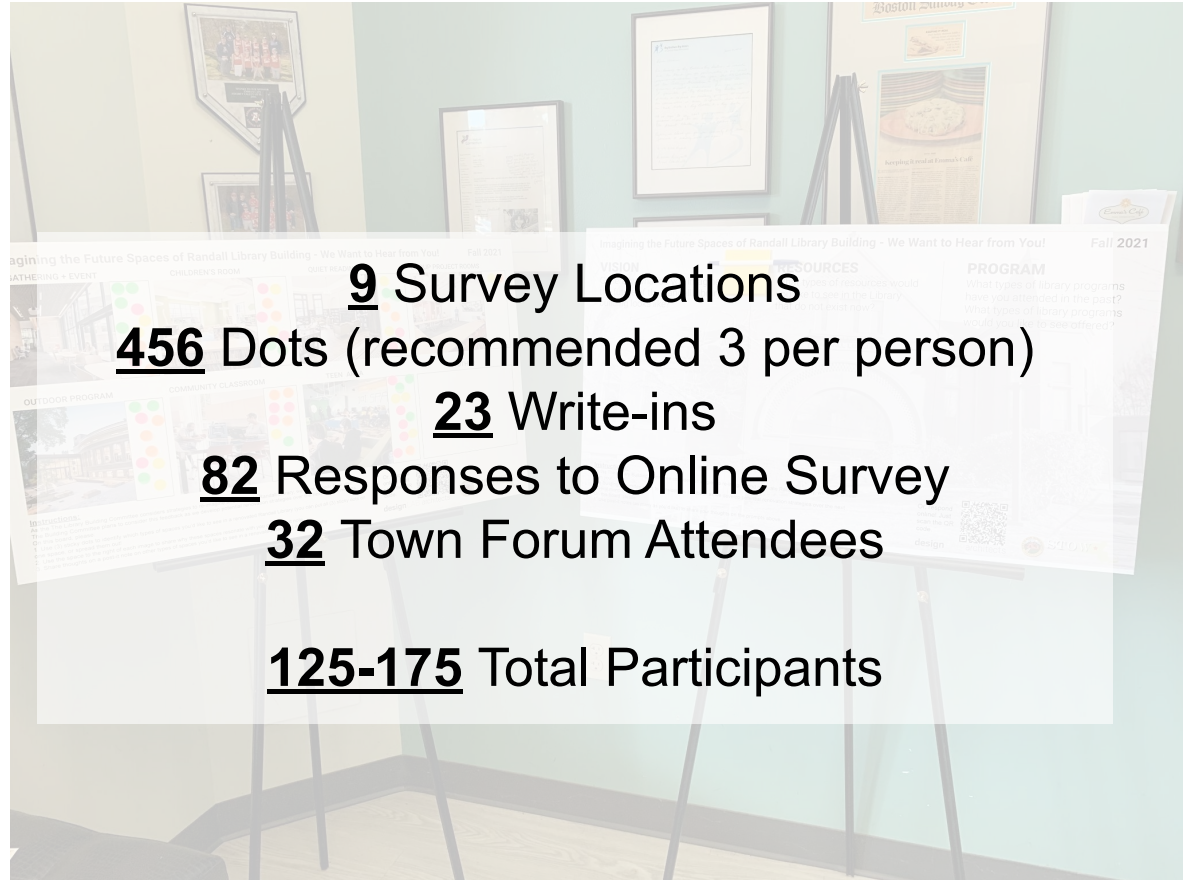


COMMUNITY PROCESS

Summer + Fall
2021



Programming +
Concept Design



9 Survey Locations

456 Dots (recommended 3 per person)

23 Write-ins

82 Responses to Online Survey

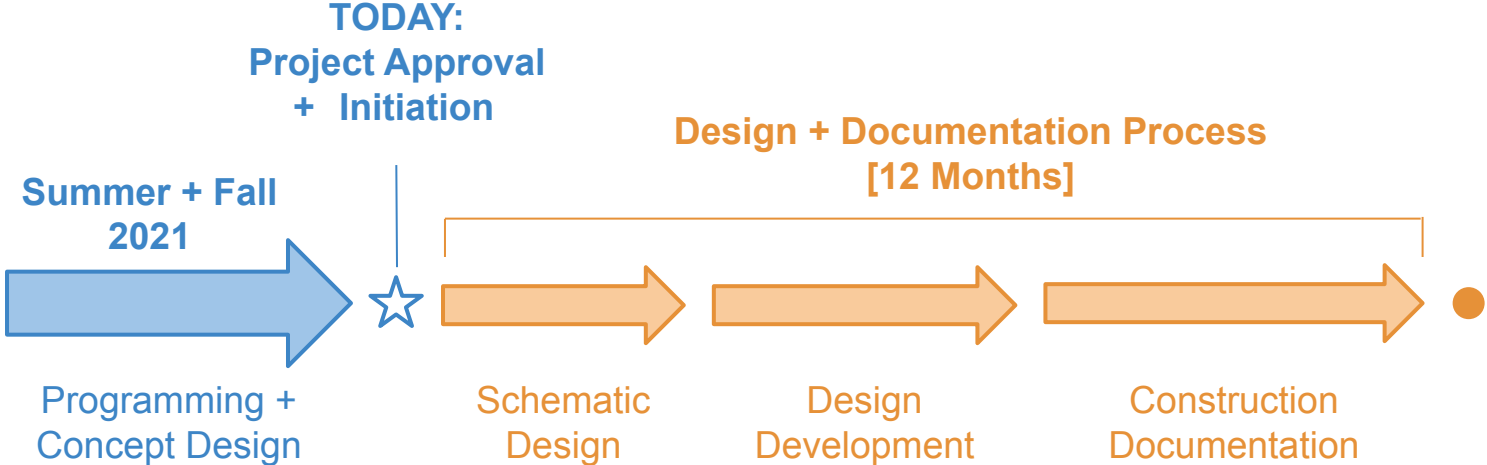
32 Town Forum Attendees

125-175 Total Participants

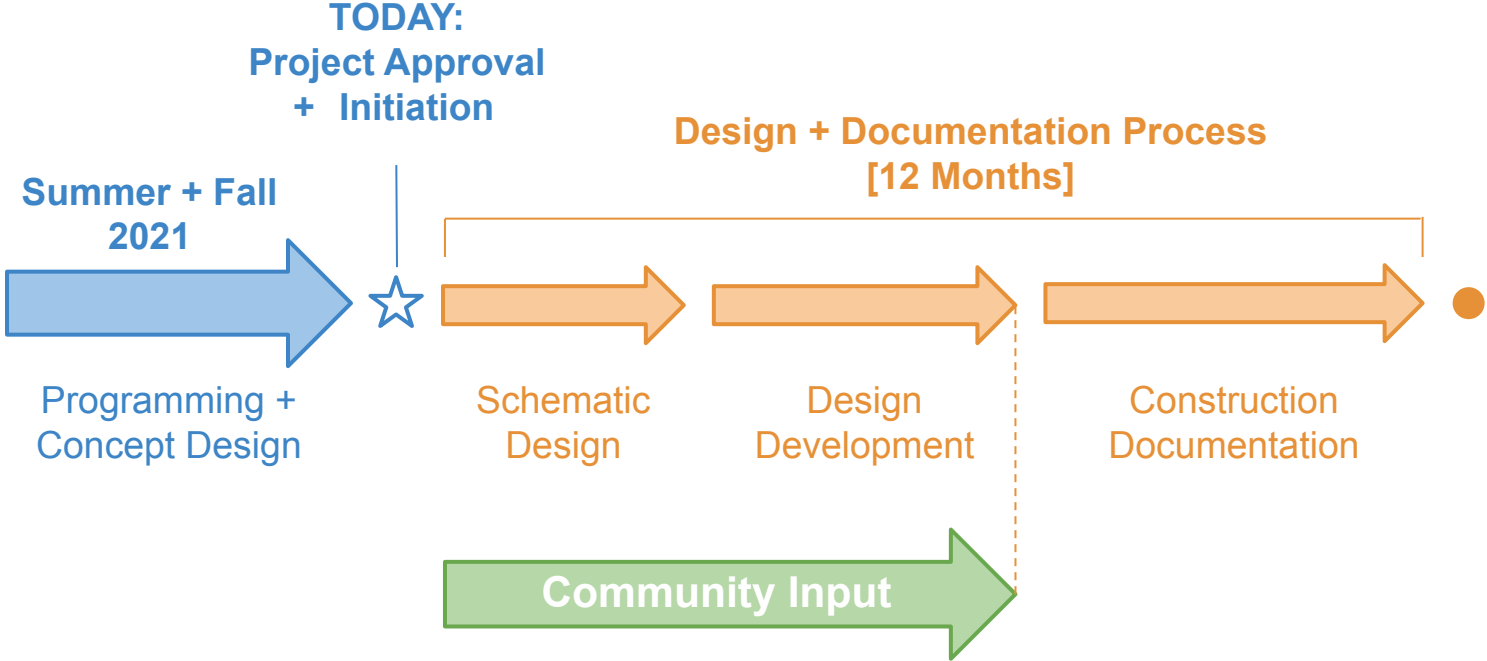
Guiding Principles

- Provide an **accessible** and **inclusive** library experience for all
- Create an **integrated architectural experience** between historic building and renovated 1970's addition and/or new addition
- Provide a **variety** of program spaces that best meet the needs of both **existing and new patrons**
- **Address** all building **envelope**, building **system** and **maintenance issues**
- Create a more **welcoming landscape** and entry experience

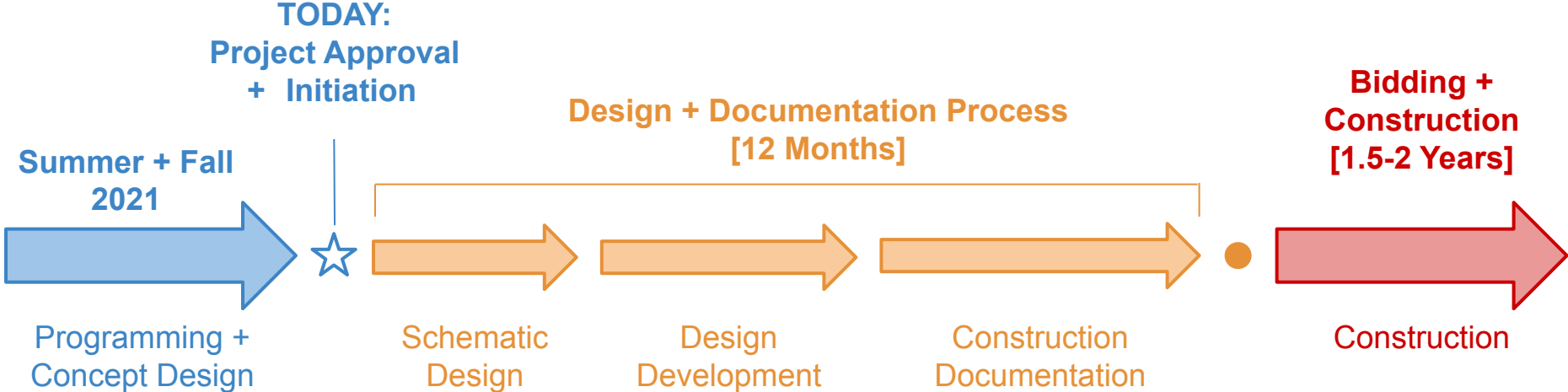
DESIGN PROCESS OVERVIEW



DESIGN PROCESS OVERVIEW



DESIGN PROCESS OVERVIEW



EXISTING CONDITION FINDINGS SUMMARY

BUILDING CODE, STRUCTURAL + ENVELOPE



EXISTING CONDITION FINDINGS SUMMARY

BUILDING CODE, STRUCTURAL + ENVELOPE



Building Department installed a semi-permanent tarp on the inside to funnel the leaks into a bucket



2021 leak on slanting windows in Children's Area on Crescent Street side



Recurring roof leak damage on the second floor of the 1970's addition

EXISTING CONDITION FINDINGS SUMMARY

BUILDING SYSTEMS



EXISTING CONDITION FINDINGS SUMMARY

LANDSCAPE + ARRIVAL



EXISTING CONDITION FINDINGS SUMMARY

LIBRARY PROGRAMMING



PROPOSED PROGRAM

Existing

+

Requests and needs from Employee and Community Feedback

= Program Statement

LIBRARY SUPPORT SPACES



Option A: Reuse



Option B: Add-On



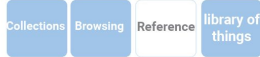
Option C: Re-build



LIBRARY SUPPORT SPACES



COLLECTION



READING



YOUNG ADULTS



CHILDREN'S



TECHNOLOGY



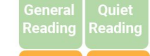
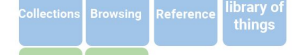
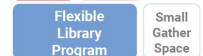
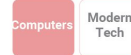
MEETING SPACE



BUILDING SUPPORT



EXTERIOR



Pros

Option A: Reuse

- Least invasive
- A new sprinkler system not required
- Lowest investment

Cons

- **Realizes fewest program goals**
- Buildings do not fundamentally change
- Entry sequence from street is improved though fundamentally does not change
- Renovation results in a **'patchwork'** building systems
- **Existing septic system** reused

Option B: Add-on

- New sprinkler system and new septic system

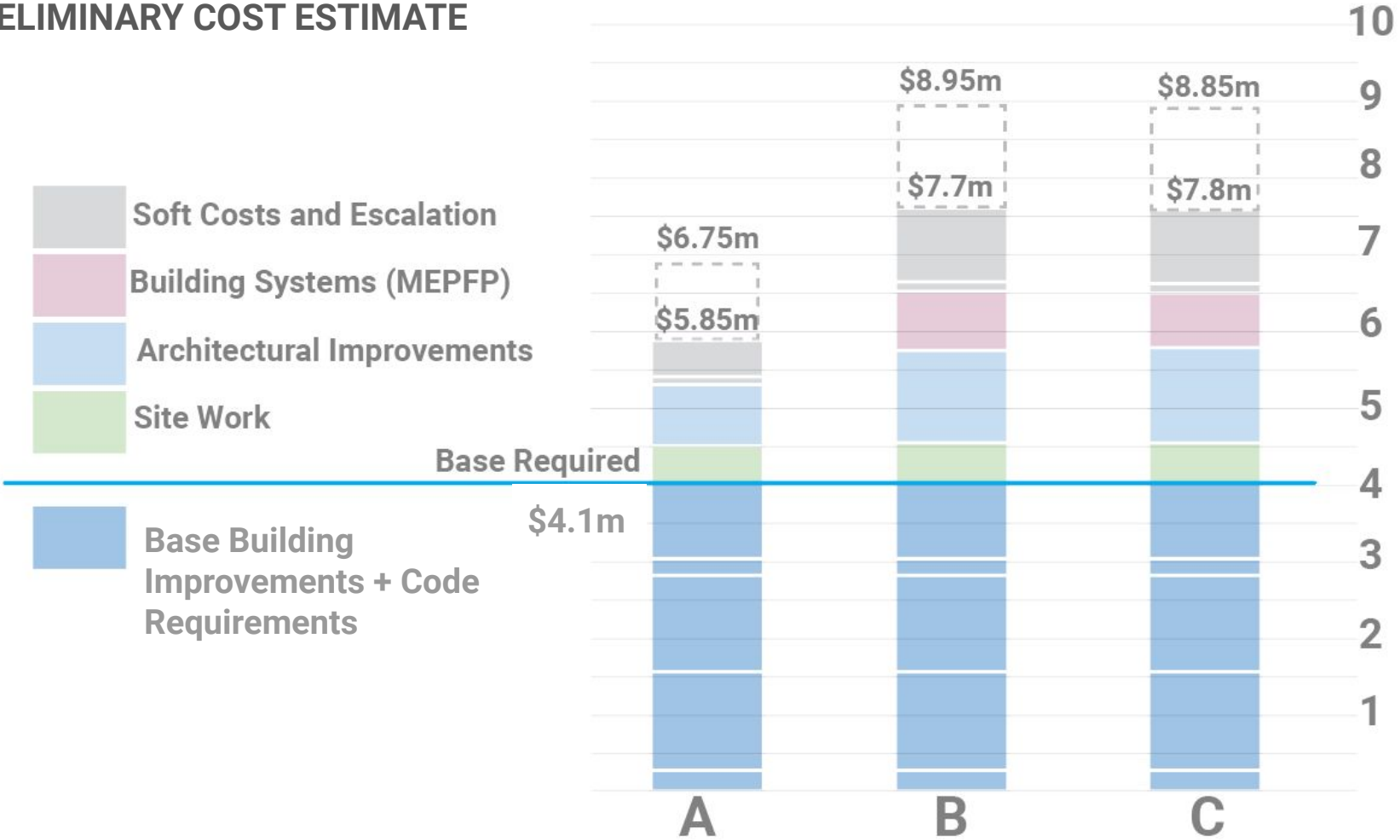
- Realizes the majority of program goals, though **not all**
- **Hard to 'right-size' spaces**
- **Complex structural modifications**
- Renovation results in a **'patchwork'** building systems
- **Low floor-to-ceiling height** in lower level of 1975 addition
- Higher Investment than Option A: Reuse

Option C: Re-build

- Achieves **all program goals** and spaces.
- Most opportunity for big impact and 'experiential change'
- **Most efficiency** in space use
- Most **adaptable** and **flexible** for future needs
- **Most impactful landscape**
- New construction **easier to maintain** (building systems and envelope)
- **New sprinkler system and new septic system**
- **Higher Ceilings**

- Higher Investment than Option A: Reuse

PRELIMINARY COST ESTIMATE



OPTION C- REBUILD ADDITION



**ENTRY HALL
VIGNETTE**



CHILDREN'S SPACE VIGNETTE



EXISTING ENTRY



**EXTERIOR VIGNETTE
SOUTH VIEW**



**EXISTING NORTH
ELEVATION**



**EXTERIOR VIGNETTE
NORTH VIEW**



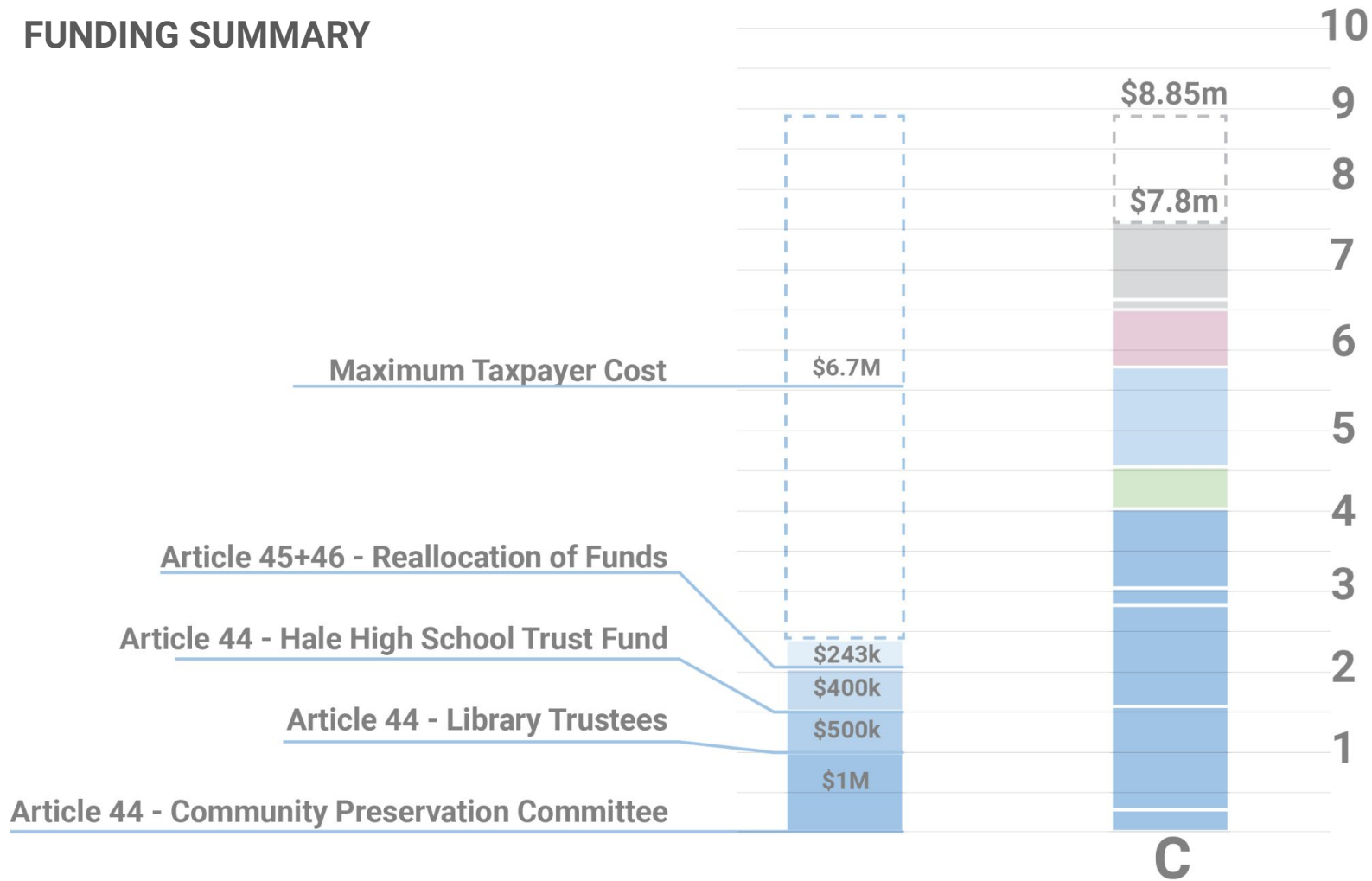
**EXTERIOR VIGNETTE
EAST VIEW**



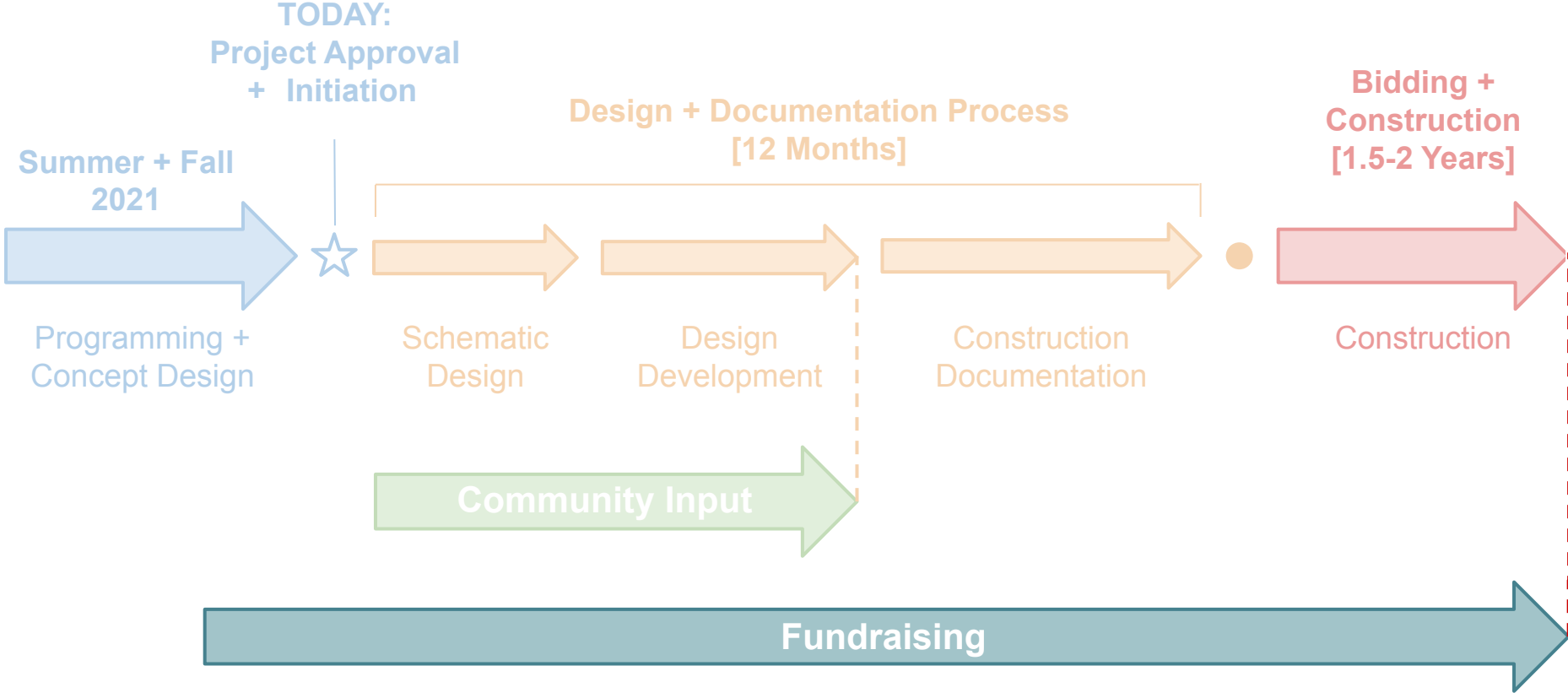
**EXTERIOR VIGNETTE
EAST VIEW**



FUNDING SUMMARY



DESIGN PROCESS OVERVIEW



DESIGN PROCESS OVERVIEW

