

# House Architect Contract

May 2024



## What is a House Architect Contract



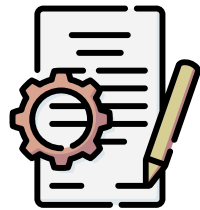
- A house architect program is intended to provide a pool of pre-qualified designers to respond to requests to perform “on-call” or “as-needed” design services to maintain or improve public facilities over the contractual period.
- The awarding authority uses a qualifications-based selection process to choose a designer from the pool for a specific project.
- While there are no set dollar limits for house architect contracts, they are intended and typically used for groups of maintenance and repair projects, studies and master planning, and not for new or otherwise complex construction.

# Why should the district consider a house architect contract?



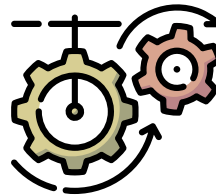
## UPCOMING PROJECTS

Press box, MS external lighting, MS auditorium stage lights, and HES RTU replacement



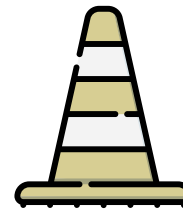
## EFFICIENCY

MRSD can choose designers from a short list of 3 pre-qualified.



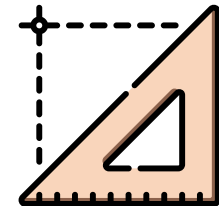
## BUILDING RELATIONSHIPS

1-3 firms will build an understanding of the needs and priorities of the districts.



## REMOVE OBSTACLES

Help with other challenges facing the district: HVAC costs, attracting vendors onto the cape, and grant applications.

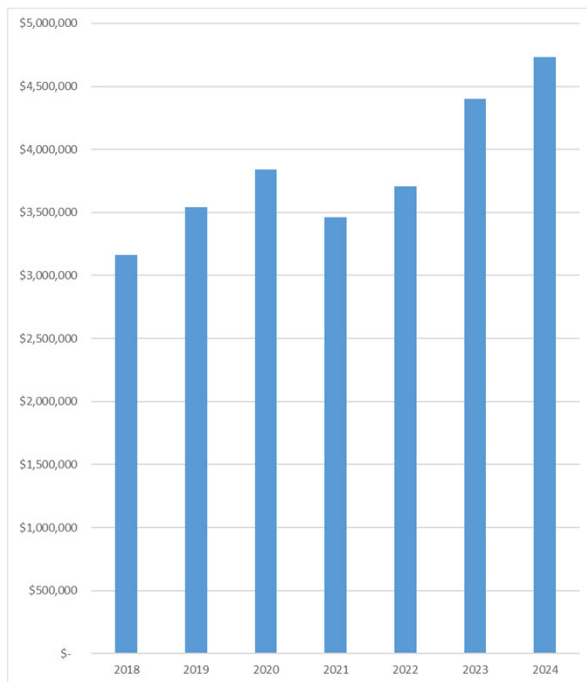


## EXPERTIZE

The district will have access to a greater level of expertise

# Why should the district consider a house architect contract now?

Capital and maintenance costs have increased significantly in recent years.



There are significant projects needed in the coming 5-10 years.

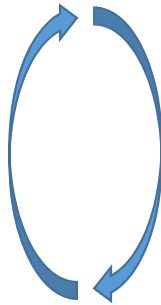
Item	CES	HES	MRMS	MRHS
Boilers	27	1 is 21 y.o. 2 are 33 y.o.	27	11
Generators	27	21	28	11
Roof	28	21	27	11
Windows	28	21	27	11
Doors	28	21	27	11
Elevator	N/A	21	27	11
Hot water tank	3	21	6	11
Pumps	27	21	2 are 8-13 y.o. 2 are 6 y.o.	11
Auditorium	N/A	N/A	N/A	11
Turf Field	N/A	N/A	N/A	11
Track	N/A	N/A	N/A	11







# What is the process for selecting a designer?

## MA Designer Selection Law

M.G.L. c. 7C,  
§§ 44-58

These final three steps will be repeated for each new project.



-  01. Adopt written procedures  
The district has adopted written procedures outlining the process for selecting designers.
-  02. Develop the Request for Qualifications  
Outlining the work envisaged, the selection criteria and contract terms.
-  03. Advertise the contract  
Advertise in local newspaper, on the district website, COMMBUYS and the state central register.
-  04. Evaluate and select at least 3 finalists  
Score applicants using selection, interview, criteria and check references.
-  05. Rank the finalists  
By statute, this is not based on fee.
-  06. Finalize the contract  
The district will enter into a house architect contract with all 3 finalists.
-  07. Award the contract  
This contract will form the basis of future engagements.

## How is the district protected from paying too much?

- Maintaining a shortlist
- Checking references
- Receiving transparent pricing from architects
- State Guidance setting expected designer fees



# Guidelines for Calculation of Designer Fees

**Table 1: Designers Base Fee Table**

FLCC*	Group I	Group II	Group III	Group IV	Group V
\$ 0	14.0%	11.7%	10.0%	8.0%	11.6%
\$ 375,000	14.0%	11.7%	10.0%	8.0%	11.6%
\$ 750,000	14.0%	11.7%	10.0%	8.0%	11.6%
\$ 1,125,000	12.7%	10.6%	9.0%	7.3%	9.7%
\$ 1,500,000	11.3%	9.5%	8.0%	6.6%	7.7%
\$ 2,625,000	11.2%	9.4%	7.9%	6.5%	7.5%
\$ 3,750,000	11.0%	9.2%	7.7%	6.3%	7.2%
\$ 5,625,000	10.3%	8.6%	7.2%	5.8%	7.0%
\$ 7,500,000	9.5%	8.0%	6.6%	5.3%	6.7%
\$ 11,250,000	9.0%	7.6%	6.3%	5.0%	6.6%
\$ 15,000,000	8.5%	7.2%	5.9%	4.7%	6.4%
\$ 26,250,000	8.3%	7.0%	5.8%	4.6%	6.3%
\$ 37,500,000	8.0%	6.7%	5.7%	4.5%	6.1%
\$ 93,750,000	7.8%	6.6%	5.6%	4.5%	6.0%
\$ 150,000,000	7.5%	6.5%	5.5%	4.5%	5.8%
\$ 175,000,000	7.3%	6.3%	5.3%	4.3%	5.4%
\$ 200,000,000	7.0%	6.0%	5.0%	4.0%	5.0%

**Group I:** Projects of above average complexity as for example: courthouses, college building with special facilities, extended care facilities, hospitals, laboratories, specialized portions of correction facilities, and mental institutions.

**Group II:** Projects of average complexity for example: college classroom facilities, repetitive elements of correctional and detention facilities, dining halls (institutional), fire stations, gymnasiums, laundries and cleaning facilities, office buildings (for single occupancy), park, playgrounds and recreational facilities.

**Group III:** Projects of less than average complexity as for example: armories, apartments, dormitories, exhibition halls, skating rinks, and service garages.

**Group IV:** Utilitarian buildings as for example: parking structures and repetitive garages, simple loft-type structures (without special equipment), and warehouses

**Group V:** Repairs/renovations of limited complexity involving primarily a single discipline (engineering or architecture), i.e. roofs, masonry repairs, window replacement, mechanical/electrical plumbing work, etc. This group should not have an additional percentage added for a renovation factor.

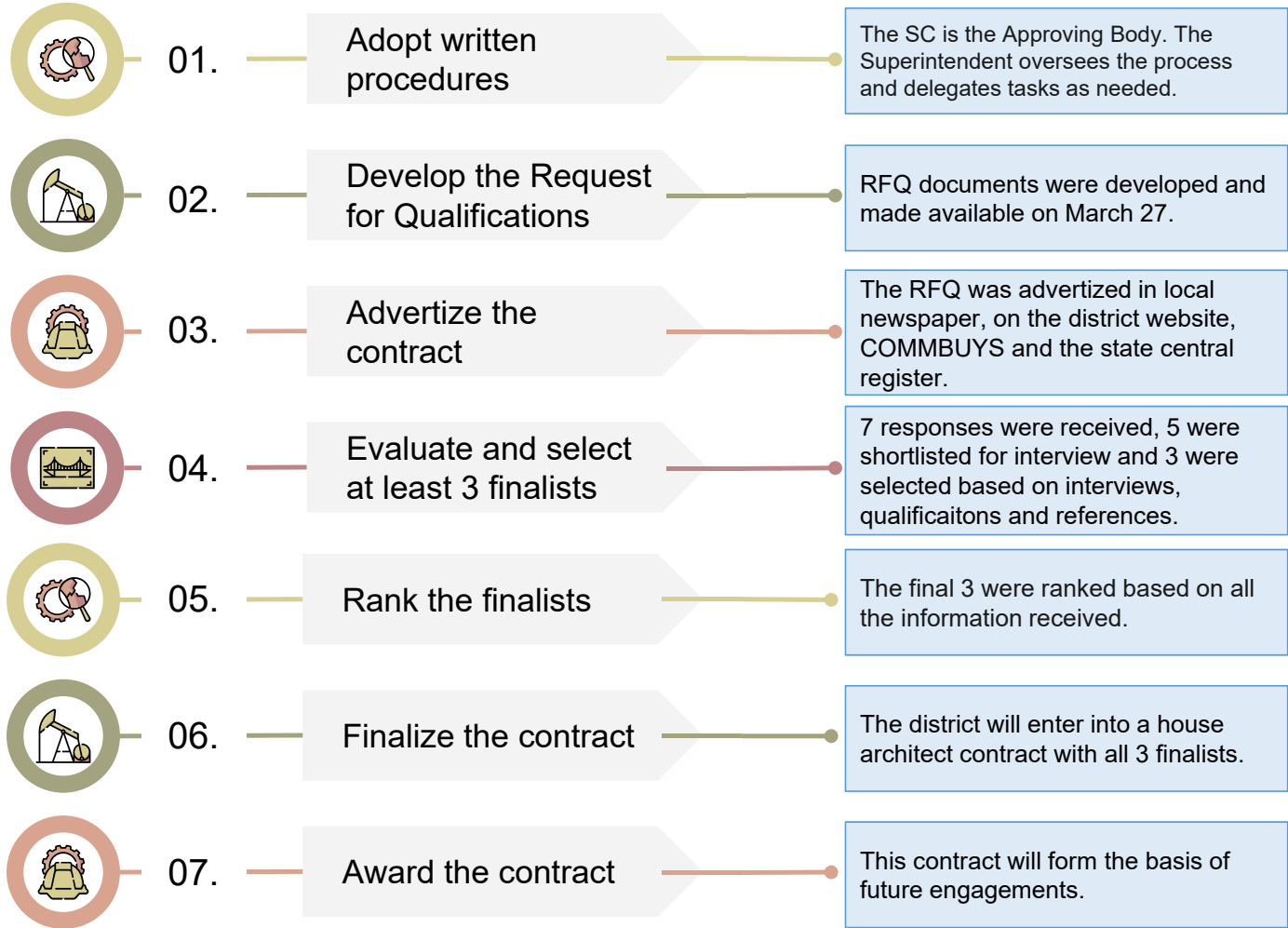
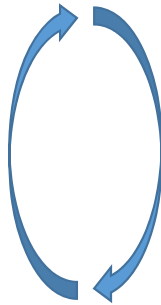
\*Fixed Limit Construction Cost

# What was the District's process for selecting a house architect?

## MA Designer Selection Law

M.G.L. c. 7C,  
§§ 44-58

These final three steps will be repeated for each new project.





# Proposed Designer 1 for House Architect Contract: Habeb & Associates Architects



*New Bedford Public Schools House Doctor Contract*



*Hingham Public Schools House Doctor Contract*



*Mendon-Upton Regional School District House Doctor Contract*



*Braintree Public Schools House Doctor*



*Greater Lowell Reg. Vo-Tech HS House Doctor Contract*



*Nauset Regional School District House Doctor Contract*

**H&A** | HABEEB & ASSOCIATES  
ARCHITECTS

**H&A** | HABEEB & ASSOCIATES  
ARCHITECTS

April 15, 2024

Michael MacMillan  
School Business Manager  
Monomoy Regional School District  
425 Crowell Road  
Chatham, MA 02633

Re: Request for Qualifications for Architectural House Doctor Services

Dear Mr. MacMillan & Designer Selection Committee:

Thank you for the opportunity to submit our qualifications package. Habeb & Associates Architects (H&A) has 26 years of experience providing designer services for planning, design, and construction projects associated with school building renovations, alterations, modernizations, and additions. Many of these projects are completed under House Doctor contracts. H&A has previous successful public project experience on Cape Cod, including facility assessments, exterior repairs, and interior renovations at the neighboring Nauset Regional School District. Sections B6 and D of this proposal highlight H&A's projects that are similar to the work expected by the Monomoy Regional School District.

**Public School House Doctor Experts**

H&A specializes in House Doctor contracts. To date, we have been awarded over 50, many of which have involved enhancements to public school infrastructure. Through these contracts, we have completed more than 250 projects, including tasks similar to those outlined in your Request for Qualifications, such as window and roof replacements, building envelope repairs, interior renovations, and structural evaluations.

H&A is a highly responsive and communicative firm that proactively works with you to move your projects forward - an essential characteristic that allows a House Doctor contract to be most effective. Whether it's a call to initiate a project, or simply to get architectural advice, we are available for you. We are also a flexible firm and can usually attend impromptu project meetings if given just a day or two's notice. We do not sit idly by and wait for you to contact us, we contact you. Our goal is to help you meet your goals.

We have compiled an excellent team of professionals to meet your RFQ requirements. Our entire in-house team is dedicated to your project and the lead H&A team for your House Doctor projects will include:

- Myself as Principal-In-Charge and Educational Programmer (45 years of experience)
- Melissa Boynton, Associate AIA as Lead Project Manager (24 years of experience)
- Thomas MacLeod, AIA as Project Manager (46 years of experience)
- Joe Mello, AIA as Project Architect (41 years of experience)
- Emanuele Guazzini, Associate AIA as Job Captain (19 years of experience)
- Elizabeth Lewis, PE, LEED GA as Structural Engineer (37 years experience)
- Jamie Winkler as BIM Manager and Thermal Imaging Specialist (31 years experience)
- Marianthi Thomas, Associate ASID as Interior Designer (12 years experience)

150 LONGWATER DR.  
NORWELL, MA  
02061-1647  
781-871-9804

100 GROVE ST  
SUITE 303  
WORCESTER, MA  
01605-3650  
774-206-3360

habeebarch.com

Specializes in school projects, particularly renovations, additions, and repairs.

## Proposed Designer 2 for House Architect Contract: Mount Vernon Group Architects



Architect of the MRHS, good relationship with the district and prior knowledge of the building.



Proposal for Architectural House Doctor Services  
**Monomoy Regional School District**  
April 19, 2024



## Proposed Designer 3 for House Architect Contract: Raymond Design Associates



Great school based experience and very responsive to the district's priorities.

## What is the School Committee being asked to approve?

- That the district enter into House Architect agreements with the following vendors:
  - Habeeb and Associates Architects
  - Mount Vernon Group Architects
  - Raymond Design Associates

## What happens next?

- The district will inform the successful architectural firms.
- School Committee approval is required for any project with a fee over \$50,000.
- The district will begin negotiations with the top-ranked firm for the Press Box project (based on relevant experience).
  - Future updates to the School Committee on estimated costs of design and construction, and progress with the project.

Monomoy Regional School District



**REQUEST FOR QUALIFICATIONS  
ARCHITECTURAL HOUSE DOCTOR SERVICES**

**MARCH 2024**

## Contents

1.	GENERAL BIDDING REQUIREMENTS .....	5
1.1.	Primary Procurement Contact .....	5
1.2.	Proposal Schedule .....	5
1.3.	Request for Qualifications.....	6
1.4.	Contents of the Proposal.....	6
1.5.	Submission of Proposals.....	6
1.6.	Proposals to Remain in Effect .....	7
1.7.	Correction, Modification, or Withdrawal of Proposal .....	7
1.8.	Questions .....	7
1.9.	Proposer Qualifications.....	7
1.10.	Evaluation of the Proposals.....	7
1.11.	Contract Agreement .....	9
1.12.	Project Approval and Fee Negotiation .....	9
1.13.	Required Documents .....	9
1.14.	Similar Projects List.....	9
1.15.	Contract Documents.....	10
1.16.	Addenda.....	10
1.17.	Cost of Preparation.....	10
1.18.	Examination of Contract Documents .....	10
1.19.	Proposal Certification .....	11
1.20.	Public Record Request.....	11
1.21.	General Terms and Conditions .....	12
1.22.	Reference to General Laws.....	12
1.23.	Taxes .....	12
2.	Scope of Services .....	13
2.1.	General .....	13
2.2.	Buildings .....	13

2.3.	Regulations .....	14
2.4.	Project Schedule.....	14
3.	GENERAL CONDITIONS.....	15
3.1.	Contract Documents .....	15
3.2.	Intent .....	15
3.3.	Approval of Scopes of Services .....	15
3.4.	Notice to Proceed.....	16
3.5.	Incorporation of Scope of Services. ....	16
3.6.	Basic Fee.....	16
3.7.	Additional Services.....	16
3.8.	Reimbursable Expenses.....	17
3.9.	Request for Payment.....	17
3.10.	Method of Payment.....	18
3.11.	Equitable Adjustment to Basic Fee.....	18
3.12.	Right to Offset.....	18
3.13.	Standard of Care .....	19
3.14.	Time of Essence .....	19
3.15.	Sequential Order.....	19
3.16.	Staffing.....	19
3.17.	Contractor Duties Generally .....	20
3.18.	Compliance with Laws .....	20
3.19.	Insurance .....	20
3.20.	Indemnification.....	21
3.21.	No Personal Liability .....	22
3.22.	Familiarity with Area of Work .....	22
3.23.	Independent Contractor Status.....	22
3.24.	Errors in Bid Documents Prepared by the Contractor [M.G.L. c. 7C s. 51(i)]. .....	22
3.25.	Criminal Background Screening.....	23
3.26.	Copyrights, Patents, and Intellectual Property Rights .....	23



3.27.	Security and Confidentiality; Publication .....	23
3.28.	Truth-In Negotiation Certificate [M.G.L. c.7C s. 51].....	24
3.29.	Delays/Force Majeure .....	24
3.30.	Termination .....	24
3.31.	Notices .....	25
3.32.	Use of Alcohol and Controlled Substances Prohibited.....	26
3.33.	No Smoking.....	26
3.34.	Miscellaneous Provisions.....	26
ATTACHMENTS.....		29
ATTACHMENT A.	State Tax Certification .....	29
ATTACHMENT B.	Certificate Of Non-Collusion.....	30
ATTACHMENT C.	Similar Project List Certification .....	31
ATTACHMENT D.	Statement of Years in Operation .....	32
ATTACHMENT E.	Truth-In-Negotiations Certificate .....	33
ATTACHMENT F.	DSB2016-Form 1 .....	34
ATTACHMENT G.	District – Contractor Contract.....	35
ATTACHMENT H.	District Capital Plan .....	38

# 1. GENERAL BIDDING REQUIREMENTS

## 1.1.Primary Procurement Contact

Michael MacMillan, School Business Manager, Monomoy Regional School District, 425 Crowell Road, Chatham, MA 02633, [mmacmillan@monomoy.edu](mailto:mmacmillan@monomoy.edu)

## 1.2.Proposal Schedule

Request for Proposals Package Available:	<b>March 27, 2024 10:00 AM</b>	RFQ are available from the Monomoy Regional School District Website <a href="https://www.monomoy.edu/finance/procurement">https://www.monomoy.edu/finance/procurement</a>
Pre-Bid Meeting:	<b>NONE</b>	
Deadline for Written Questions:	<b>April 12, 2024 2:00PM</b>	All questions must be submitted by email to the primary procurement contact.
Proposals Due Date and Time:	<b>April 19, 2024 2:00PM</b>	Proposals must be submitted electronically by email to the primary procurement contact.
Interviews	<b>Week Commencing April 22</b>	The district <u>may</u> choose to interview finalists.
School Committee Vote:	<b>April 25, 2024</b>	A vote of the Monomoy Regional School Committee will be required to award this contract. The successful firm(s) may be asked to present at this meeting.
Contract Award:	<b>April 26, 2024</b>	The district plans to award by April 26, 2024.
Contract Start Date:	<b>No later than June 1, 2024</b>	Contract Length: three years

### 1.3. Request for Qualifications

Monomoy Regional School District (the District) is seeking qualified firms to provide architectural services for various projects associated with building and facility improvements, building maintenance and long term planning and budgeting. This RFQ is intended to select pre-qualified firm(s) for specific assignments and projects to be determined on an as needed basis, as an architectural “House Doctor”.

The District wishes to develop a long-term working relationship with one or more firms for a three-year period, without having to request an RFQ on a project-by-project basis. This will save time and money for the District.

The District reserves the right to reject any and all proposal, wholly or in part, and to accept proposals deemed to be in the best interest of the district.

### 1.4. Contents of the Proposal

Each proposal should, at a minimum:

- Demonstrate how the applicant meets the minimum qualifications set forth in the Request for Qualifications.
- Demonstrate the previous relevant experience of the proposer.
- Contain resumes of firm employees who are expected to work on projects with the District.
- Include all required documents (see section 1.13).

Proposers may include such additional information as may assist the district in establishing that the proposer meets the required qualifications (Section 1.9) and in evaluating their proposal (section 1.10).

There must be no mention of the applicant’s fee in the proposal. Any mention of the fee will subject the proposal to rejection.

### 1.5. Submission of Proposals

Proposals must be delivered electronically to Michael MacMillan at [mmacmillan@monomoy.edu](mailto:mmacmillan@monomoy.edu) no later than the proposal due date and time noted in section 1.2.

Any proposals received after the due date and time will not be accepted unless this date and time have been changed by addendum. Delivery of hard copy or to any email address does not constitute compliance with these requirements.

### 1.6. Proposals to Remain in Effect

All proposals shall remain in effect for a period of 90 days from the proposal due date and time.

### 1.7. Correction, Modification, or Withdrawal of Proposal

Prior to the proposal due date and time, a proposer may correct, modify, or withdraw its proposal by making the request in writing, by email, to the primary procurement contract (see section 1.1).

### 1.8. Questions

Any questions, requests for information, clarification or interpretation of the meaning of the RFQ or contract documents must be made by email to the primary procurement contract (see section 1.1) no later than the deadline for questions provided in section 1.2 above.

### 1.9. Proposer Qualifications

All proposers must possess the following minimum qualifications:

- In operation for at least five years.
- Sufficient levels of staff to compete projects requested by the district.
- Adequate levels of professional liability insurance for all disciplines sufficient to cover the services and resulting response provided, see section 3.19.
- The proposer is not presently debarred from doing work in the commonwealth under the provisions of the Massachusetts General Law or any rule or regulation promulgated thereunder, including M.G.L. c. 29 s29F.

The District shall not award the contract to any proposer whose submitted background information, when investigated and verified by the District, raises significant questions as to its ability to successfully complete the services and work.

The District may make such investigations as it deems necessary to determine the qualifications of any proposer and its ability to perform the services and complete the work, and all proposers shall promptly furnish to the District all such evidence and information for this purpose as the District may request.

### 1.10. Evaluation of the Proposals

The District Selection Committee will evaluate and rate proposals based on:

- Experience working with schools: including repair projects and studies, educational space needs and master plans, preferably under House Doctor Contracts, within the past ten years.
- Quality of work: As determined by information on other projects on which the firm and the personnel have worked, including projects with the District.
- Professional Qualifications: Demonstration of staff qualifications that show strong skills and working knowledge and experience in similar project types with resumes of staff and sub-consultants indicating professional registrations, specialties, and experience.
- Quality of References: The district will identify contacts from on the Similar Projects list (see section 1.14 below) to seek feedback on experiences with the proposer.
- Responsiveness to RFQ: The proposer has demonstrated that it understands the requirements of the district, as detailed in the RFQ, and has a proposal for carrying that work out effectively.

The following point schedule will be utilized:

▪ Highly Advantageous	5 points	Response excels on the specific criterion
▪ Advantageous	3 points	Response meets evaluation standards for the criterion
▪ Less Advantageous	1 point	Response does not fully meet the criterion, or leaves a question, or issue is not fully addressed
▪ Does not Meet	0 points *	Does not address the criterion

\*RFQ is automatically eliminated from further consideration if "0" points

All proposals will be evaluated by the Selection Committee (the Committee). The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so.

The list of finalists must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

The Committee shall rank the finalists in order of qualification. The Committee may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file.

#### 1.11. Contract Agreement

The District will select up to 3 finalists with whom to enter into a house architect contract.

#### 1.12. Project Approval and Fee Negotiation

Fees for services will be negotiated for each determined project after all house architect contracts have been executed, as a total fixed basic fee (see section 3.6).

For each individual project, if there is more than one house architect contract, the district will rank the house architects using the criteria in section 1.10 above, and:

- Experience working on similar projects within 5 years

The District may request further information from the house architect to inform this evaluation.

The Committee shall then request a fee proposal from the first ranked house architect and begin contract negotiations. If the Committee is unable to negotiate a satisfactory fee with the first ranked house architect, negotiations shall be terminated and undertaken with the remaining house architect s, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Committee prior to selection of finalists.

#### 1.13. Required Documents

All bids will not be considered complete unless they include the following documents:

- State Tax Certification
- Certificate Of Non-Collusion
- Similar Project List Certification
- Statement of Years in Operation
- DSB2016-Form 1

#### 1.14. Similar Projects List

Each proposer is required to provide a list of all similar completed and ongoing projects within the last two years. If necessary, please extend the time frame to include at least 3

projects. This list should include a short description of the project, date work completed, and contact information for the contracting officer and jurisdiction.

#### 1.15. Contract Documents

The attachments are integral parts of the bid submission and contract.

All proposers must be willing to sign the District's contract which is attached. The district will not accept the proposer's terms and conditions.

#### 1.16. Addenda

Corrections, modifications, additions, deletions or changes to any of the Contract Documents will be issued in the form of written Addenda before the date fixed for receipt of proposals. Addenda will be emailed to all parties who, according to the District's records, have obtained or requested Contract Documents and have furnished to the District an email address for such purposes. Only Addenda so issued shall become part of the Contract Documents.

In the event of a conflict between the Contract Documents and the written Questions and Answers, the Contract Documents shall prevail. In no event shall oral modifications to the Contract Documents or oral responses to questions or requests for information be deemed binding on the District or given any force or effect.

Each proposer shall be responsible for determining that it has received all Addenda issued. Failure to acknowledge all Addenda in this proposal, shall be cause for rejection of any bid if, in the sole discretion of the District, such unacknowledged Addenda contain matters of substance.

#### 1.17. Cost of Preparation

The cost of preparation and delivery of the bid will be borne solely by the bidder.

#### 1.18. Examination of Contract Documents

Before submitting a proposal, each proposer must (a) thoroughly examine the Contract Documents, (b) familiarize itself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Contract, and (c) study and carefully correlate its observations with the requirements of the Contract Documents. Failure of a proposer to become acquainted with the Contract Documents shall in no way relieve the bidder from any obligation with respect to its proposal.

### 1.19. Proposal Certification

By submitting a proposal, the proposer is certifying the following:

- The proposer is able to furnish staff that meet the qualifications outlined.
- The proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. Here the word 'person' shall mean any natural person, business or legal entity.
- The proposer is not presently debarred from doing work in the commonwealth under the provisions of the Massachusetts General Law or any rule or regulation promulgated thereunder, including M.G.L. c. 29 s29F.
- The proposer is fully informed as to the extent and character of the service and matter of the work required and is representation that the bidder can furnish the labor and equipment necessary to properly render the desired services and complete the work.

### 1.20. Public Record Request

All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, section 10 regarding public access to such documents. The District will disregard statements or endorsements that are inconsistent with those.



### 1.21. General Terms and Conditions

See ATTACHMENT G for the general form of contract that the successful bidder will be required to execute. Proposers should NOT return a copy of the contract with their proposal. The Contract will be completed and executed once successful Proposer(s) have been identified. The Contract includes any notices to the contractor, the Request for Qualifications, all addenda issued, and change orders, all of which constitute one instrument.

The district will have the option to cancel the contract provided that written notice is given 30 days prior to the termination date.

Any changes to consultants or personnel named in the proposal must be submitted in writing and approved by the district.

### 1.22. Reference to General Laws

Proposals are subject to M.G.L. Chapter 7(C).

Whenever in the RFQ, contract plans, or specifications reference is made to General Laws it shall be construed to include all amendments thereto effective as of the date of issue of invitation to bid on the proposed work.

### 1.23. Taxes

No charge will be allowed for federal, state or municipal sales and excise taxes, as the District is exempt from such taxes.

## 2. Scope of Services

### 2.1.General

Monomoy Regional School District's buildings need periodic renovations and upgrades due to program changes, accessibility requirements, user group changes, and to ensure that proper maintenance is provided. These adjustments or maintenance upgrades are often accomplished through planning and construction projects that require the support of design professionals.

Types of assignments and projects may include but not limited to:

- Facility assessments and capital planning
- Space needs assessments
- District facility master plans
- Exterior repairs of building envelope and structural repairs of facades
- Interior renovations and repairs
- Structural evaluations and repairs
- Window and roof replacements
- Other similar projects

Monomoy Regional School District is seeking a qualified architectural firm with the ability to handle jobs of varying nature to support these ongoing needs. The intent of this contract is to provide the district with design professional staff to evaluate projects and provide the required support on an as-needed basis, including but not limited to providing architectural plans and specifications, preparing procurement documents, administering contracts for construction, and making final inspections and preparing project close out documentation.

Initial projects include preparing the plans for a press box at the Monomoy Regional High School, and helping the district prepare for a project to replace the siding and trim of the Monomoy Regional Middle School. See ATTACHMENT H for further information on the district's projects.

The successful proposer will work with the School Business Manager and the Director of Facilities.

### 2.2.Buildings

The following buildings form the Monomoy Regional School District:

- Chatham Elementary School

147 Depot Road  
Chatham, MA 02633

- Harwich Elementary School  
263 South Street  
Harwich, MA 02645
  
- Monomoy Regional Middle School  
425 Crowell Road  
Chatham, MA 02633
  
- Monomoy Regional High School  
75 Oak Street  
Harwich, MA 02645

### 2.3.Regulations

All designs produced pursuant to this contract, must comply with applicable federal and state laws, and town ordinances and regulations.

All designs and recommendations should be informed by requirements in the Americans with Disabilities Act of 1990, section 504 of the Rehabilitation Act of 1973, the Massachusetts Architectural Access Board, and Universal Design.

Universal Design refers to broad-spectrum ideas meant to produce buildings, products and environments that are inherently accessible to older people, and people with or without disabilities.

### 2.4.Project Schedule

The district plans to begin work under this contract immediately upon its award. The first project will be the preparation of design documents for the Monomoy Regional High School press box.

## 3. GENERAL CONDITIONS

### 3.1. Contract Documents

The contract documents will include any notices to the Contractor, the Request for Qualifications and all addenda issued during the bidding period and change orders, all of which constitute one instrument.

### 3.2. Intent

The contract documents comprise the entire Agreement between the District and the Contractor concerning the work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The contract documents shall be construed in accordance with the laws of Massachusetts.

It is the intent of the Contract Documents to describe a functionally complete Project or Service (or part thereof) to be construed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the proposals due date, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the District or the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

### 3.3. Approval of Scopes of Services

The District may send the Contractor a proposed Scope of Services for a Project at any time with a request for the following: (a) proposed contract schedule; (b) proposed Basic Fee for the requested services; (c) proposed roles and billing rates of the staff to work on the project (to be used for calculation of Additional Services on an hourly basis, if elected by the District) along with a Truth in Negotiations certificate in accordance with M.G.L. c. 7C, s. 51; and (d) any suggested modifications to the proposed Scope of Services. The Contractor shall respond to such a request within ten (10) days of receipt of the proposed Scope of Services from the District. The Contractor shall include in the proposed Scope of Services only information necessary to set forth the scope of work to be performed for a

particular project and shall not include any additional contractual terms which conflict with the terms of this Contract. The District reserves the right to propose changes to the Contractor's proposal. If the Contractor agrees to such changes, the Contractor will resubmit an updated proposal reflecting such changes in a timely manner and, unless otherwise agreed by the parties, in no event later than three (3) business days from the parties' agreement on such changes. The District may approve a Scope of Services by issuing a Notice to Proceed as set forth below or by a separate written approval.

### 3.4. Notice to Proceed

The Contractor shall commence services for a particular Project upon receipt of a Notice to Proceed from the District, which shall include the Approved Scope of Services, the Basic Fee for the services to be performed along with a payment schedule for such Basic Fee, and Certificates of Insurances, if applicable.

### 3.5. Incorporation of Scope of Services.

Approved Scopes of Services may be incorporated into the Contract.

### 3.6. Basic Fee

The District shall set forth the Contractor's Basic Fee in the Notice to Proceed for each Approved Scope of Services. The total of all Basic Fees paid to the Contractor under this Contract shall not exceed the Contract Amount. Any adjustment to this maximum fee amount shall be set forth in an amendment to this Contract. Any Notice to Proceed for an Approved Scope of Services may divide the Basic Fee for Contractor Services for specific portions of a Project. In no event shall the Contractor be entitled to any payment for the performance of any services for any Phase of a Project without first receiving a Notice to Proceed with Basic Services (with the Additional Services included therein, as applicable) for that Phase of a Project.

### 3.7. Additional Services

With Approval, the Contractor shall perform services in addition to those described as Basic Services in the applicable Approved Scope of Services. For Additional Services, the Contractor shall be compensated as determined by the District as follows:

- by a lump sum fee agreed upon in advance in writing by the Contractor and the District, provided that the Contractor shall submit a Truth in Negotiations certificate in accordance with M.G.L. c. 7C, s. 51 in connection with the negotiation of such lump fee and Contractor agrees that the lump sum fee may be adjusted within one year of the completion of the applicable Approved Scope of Services if the District determines

that the lump sum fee was increased due to inaccurate information provided to the District in the negotiation of the lump sum fee; or

- on an hourly basis at the rates submitted by Contractor as part of its proposed Scope of Services and approved by the District pursuant to Section 3.3. Clerical/support staff of the Designer and Consultants shall not be compensated and is considered part of office overhead.

No authorization by the District for the performance by the Contractor of Additional Services shall be valid unless it is set forth in writing and contains a “not to exceed” fee for such Additional Services. Cost proposals for Additional Services shall also include a similar “not to exceed amount” for any associated reimbursable expenses as set forth in Section 3.8 below. Time expended by the Contractor in assisting the District in analyzing or providing testimony related to any claim associated with the Project shall be compensable under this Article.

### 3.8.Reimbursable Expenses

The District shall not reimburse the Contractor for any out-of-pocket expenses, including, without limitation, telephone or travel expenses, unless approved by the District in advance. If approved, such reimbursable expenses must be set forth in a Scope of Services or a written request of the Contractor. The District will not pay for and Contractor shall not include in its request for payment amounts for sales tax applied to any approved reimbursable expenses. The District shall not reimburse the Contractor for travel expenses except for out-of-state travel specifically authorized by the District; provided, however, that if such reimbursement is pre-Approved, the District shall reimburse such travel at the current travel reimbursement rates established for Commonwealth employees. The Contractor shall be reimbursed by the District for the cost to the Contractor of special consultants hired by the Contractor, when such consultants’ services are beyond what is described in the Approved Scope of Services and only when the need and cost to the district are explicitly agreed in advance.

### 3.9.Request for Payment

All invoices from the Contractor shall be submitted to the District. All invoices will be promptly processed by the District if they are in conformity with this Contract and properly documented; if they are not in conformity with this Contract or properly documented, the invoice(s) will be returned to the Contractor who will be given the opportunity to cure the defects.

### 3.10. Method of Payment

For performance of all the services required under this Contract, the Contractor shall be paid in accordance with the following procedures: The Contractor shall submit monthly payment requisitions, in arrears, based upon the payment schedule included in the Approved Scope of Services. The Contractor and the District may mutually agree, in writing, to revise the payment schedule provided in the Approved Scope of Services if the District determines that the payment schedule does not adequately compensate the Contractor for the level of services actually rendered for that particular period. All payments made to the Contractor are conditioned upon the satisfactory performance of its obligations hereunder. The District shall have the right to retain an appropriate portion of any contract payment up to 5 percent of the total contract fees for an Approved Scope of Services if it reasonably determines that the Contractor has failed to acceptably fulfill its obligations hereunder. Contractor shall submit an invoice for final payment in accordance with this Contract within 45 days of completion of an Approved Scope of Services.

### 3.11. Equitable Adjustment to Basic Fee

If there is a substantial change in the services provided in the Approved Scope of Services as determined by the District, the parties will agree to an equitable adjustment in the Basic Fee. For the purposes of this Contract, a “substantial change” in services shall include: (a) a substantial change in the scope of the Contractor’s services that is not the fault of the Contractor; or (b) a significant increase in the duration of a Project, or as otherwise agreed upon in the Approved Scope of Services and/or Notice to Proceed, that is not the fault of the Contractor.

### 3.12. Right to Offset

If the District finds that any services previously paid for by the District contained deficiencies, errors or omissions, then the District may withhold from any future payment due to the Contractor under this Contract an amount reasonably calculated by the District to cover the cost of correcting the deficiency, error or omission until the services have been corrected. The District may also offset against any payment due to the Contractor the amount of any costs incurred by the District arising from the deficiencies, errors, omissions, or the Contractor’s failure to provide required services. If the District shall discover that the charge for any previously paid-for services was calculated based upon incorrect information, the District may offset any overcharges against any future payment due to the Contractor under this Contract. Nothing in this paragraph shall limit any legal remedies of the District against the Contractor for default, errors, omissions, erroneous

claims, false claims, tort claims, or any breach by the Contractor of the terms of this Contract or applicable Laws.

### 3.13. Standard of Care

The Contactor agrees that the services provided hereunder shall conform to the standard of care and the practice exercised by other professionals engaged in providing comparable services. The Contractor further agrees that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them. The Contract further agrees that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice.

The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

### 3.14. Time of Essence

The parties agree that time is of the essence for the completion of all services required by this Contract. The parties further confirm and agree that any and all Approved Contract Schedules shall reflect a reasonable period of time for completing the required services, obtaining required Approvals, obtaining all necessary Permits, addressing any and all issues, and performing the Basic Services in accordance with this Contract.

### 3.15. Sequential Order

The sequential order of the Contractors services as set forth in this Contract and all documents incorporated by reference is of the essence. The District shall have no obligation to Approve or pay the Contractor for Deliverables prepared other than in the order required by the Approved Scope of Services, as applicable.

### 3.16. Staffing

The Contractor's agrees that the Contractor's personnel who shall provide services under this Contract are those listed in its RFQ. No changes or additions may be made to this list without Approval by the District, which Approval shall be granted after a showing that the substitution complies with applicable Laws and provides the District with a level of skill, qualification, and experience equal to or better than the personnel listed in or outlined in the Approved Scope of Services. The Contractor shall provide sufficient personnel to complete the services required by this Contract in a continuous and timely manner in



accordance with an Approved plan and, when applicable, in accordance with the Approved Contract Schedule.

### 3.17. Contractor Duties Generally

The Contractor shall be responsible for the professional accuracy and coordination of all Deliverables, including, without limitation, designs, drawings, specifications, digital files, cost estimates, and other services and submittals furnished by Contractor and by its Consultants in accordance with the standard of care set forth in Section 3.13 above. The Basic Fee shall compensate Contractor for all of Contractor's obligations specified in this Contract except as otherwise provided herein.

### 3.18. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and local law applicable to the work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended.

By entering into this Agreement, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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

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

### 3.19. Insurance

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

- Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts.
- Comprehensive General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit.
- Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- Professional Liability Insurance (including errors/omissions) \$1,000,000 each claim/\$2,000,000 aggregate.

The Contractor shall notify the District, without delay, if any of the above policies be cancelled or materially amended before the expiration date thereof.

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

No insurance shall be obtained from an insurer which:

- is not licensed to sell insurance in the Commonwealth of Massachusetts;
- is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; or
- is a risk retention group lawfully providing insurance to its members in Massachusetts.

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

### 3.20. Indemnification

The Contractor shall compensate the District for all damage to District property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and all of its members, officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by

the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

### 3.21. No Personal Liability

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

### 3.22. Familiarity with Area of Work

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

### 3.23. Independent Contractor Status

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

### 3.24. Errors in Bid Documents Prepared by the Contractor [M.G.L. c. 7C s. 51(i)].

To the extent that the Contractor prepares any bid documents, neither the Contractor nor its Consultants may be compensated for services involving preparing or reviewing changes that should have been anticipated by the Contractor in the preparation of the bid documents as reasonably determined by the District.

### 3.25. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall provide information to the District to allow the district to conduct a criminal background check (CORI). The District will determine if the employee of the Contractor is permitted to perform services for the District. In the event that the District has not permitted an employee to perform services for the District, the Contractor shall not assign such employee to perform services for the District, and such employee shall not be authorized to perform services for the District. The District shall be permitted to keep such information in its files.

### 3.26. Copyrights, Patents, and Intellectual Property Rights

The Contractor hereby grants to the District and the Public Entity an irrevocable royalty-free license to use for any lawful public purpose, including, without limitation, the right to share with other public agencies for their use on projects, the following items developed or made part of the work or services performed under this Contract: all Deliverables, drawings, designs, specifications, photographs, images, notes, materials and other work and ideas of the Contractor and its Consultants related to the performance of this Contract which are, or may be, covered by copyright, patent, or other intellectual property Laws or as to which the Contractor and its Consultants may assert any rights or establish any claims under any such Laws. The Contractor shall incorporate by reference this provision into all contracts with its Consultants on this Project including, without limitation, architects, engineers, estimators, designers, and photographers. The Contractor and its Consultants, if any, shall not be responsible for changes made in the documents without the Contractor's authorization, nor for the District's or other public entities' use of the documents on projects other than the Project. The District assumes the risk resulting from any such changes made in the documents without the Contractor's authorization, or for the District's or other public entities' use of the documents on projects other than the Project.

### 3.27. Security and Confidentiality; Publication

Except as required for the discharge of its duties to the District under this Contract, or required by subpoena or court order, the Contractor (and any Consultants) agrees to hold all information, documents, and materials obtained or developed in connection with its services under this Contract (including, without limitation, all prints, plans, policies, procedures, studies, specifications and drawings, which relate to internal layout and structural elements, electrical and mechanical systems, security measures, emergency preparedness, threat or vulnerability assessments, and any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation or

other infrastructure located within the Commonwealth) that the Contractor should reasonably know to be of a confidential or sensitive nature (“Confidential Information”) in the strictest confidence, and shall not communicate, release, or disclose Confidential Information in any to any third party without the prior written Approval by the District. The Contractor shall not use any Confidential Information other than for the performance of services under this Contract. The Contractor shall inform all persons to whom any such Confidential Information has been or will be communicated, released or disclosed of the privileged and confidential nature of Confidential Information, and shall ensure that all necessary steps are taken so that such Confidential Information is treated confidentially. Without limiting the foregoing, if the Project is a designated "Security Sensitive Information" project, the Contractor shall execute separate Security Sensitive Information Procedures and Confidentiality Agreements and shall comply with such document protection requirements as may be referenced in said agreement.

### 3.28. Truth-In Negotiation Certificate [M.G.L. c.7C s. 51].

The Contractor shall provide a truth-in negotiations certificate in accordance with M.G.L. c. 7C s. 51 and in the form attached hereto as ATTACHMENT E, with each proposed Scope of Services for a Project prior to the issuance of a Notice to Proceed.

### 3.29. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

### 3.30. Termination

If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the District to the Contractor, the District shall have the right to terminate this Contract upon written notice to the Contractor.

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

In either of these circumstances (see two preceding paragraphs), the District may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the District due to non-performance or non-conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

The award of this Contract and the continued operation of this Contract are contingent upon appropriation of sufficient money to fund the Contract. Should sufficient funds not be appropriated, the District shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the District may terminate this Contract upon written notice to the Contractor.

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

The District may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

### 3.31. Notices

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

If to the District: Superintendent of Schools, Monomoy Regional School District, 425 Crowell Road, Chatham, MA 02633.

If to the Contractor: TBD – When contract awarded

### 3.32. Use of Alcohol and Controlled Substances Prohibited

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

### 3.33. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.

### 3.34. Miscellaneous Provisions

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

No action or failure to act by the District shall constitute a waiver of a right or duty afforded to the District under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the District shall be construed as a waiver or in any way limit the legal or equitable remedies available to the District. No waiver by the District of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

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

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

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

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

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

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



The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the District.

The Contractor shall not assign any money due or to become due to the Contractor unless the District shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

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

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

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

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

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

## ATTACHMENTS

### ATTACHMENT A. State Tax Certification

All providers of goods and services to any agency of the Commonwealth of Massachusetts or of any subdivision shall be required to attest that he/she is in compliance with all the laws of the Commonwealth of Massachusetts. The form of attestation shall also provide space for the provider to furnish his/her Social Security Number or Federal Identification Number. It should be noted that submission of a Social Security Number or a Federal Identification Number is purely voluntary.

Your Social Security Number or your Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued. Renewed or extended. This request is made under the authority of Mass. G.L. c. 62C Section 49A.

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the Proposer.

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

NAME	
SIGNATURE	
TITLE	
DATE	

## ATTACHMENT B. Certificate Of Non-Collusion

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.

NAME	
SIGNATURE	
TITLE	
DATE	

## ATTACHMENT C. Similar Project List Certification

Proposer must supply a list of **all** similar completed and ongoing projects within the last two years. If necessary, please extend the time frame to include at least 3 projects. This list should include a short description of the project, date work completed, and contact information for the contracting officer and jurisdiction.

I certify under the penalties of perjury that I, attest that the attached list of completed and ongoing projects is accurate and complete.

NAME	
SIGNATURE	
TITLE	
DATE	

## ATTACHMENT D. Statement of Years in Operation

I certify under the penalties of perjury that I, attest that \_\_\_\_\_ (company name) has been in operation for at least 5 years and have provided services and contracted work that aligns with the specification of this bid.

NAME	
SIGNATURE	
TITLE	
DATE	

## ATTACHMENT E. Truth-In-Negotiations Certificate

### For Negotiated Fees

The undersigned hereby certifies under the penalties of perjury that the wage rates and other costs used to support its compensation are accurate, complete and current at the time of contracting.

The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\_\_\_\_\_

Project: Monomoy Regional School District, Contractor, 2024.

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

**Reference: M.G.L.c.7C, §51(b)**

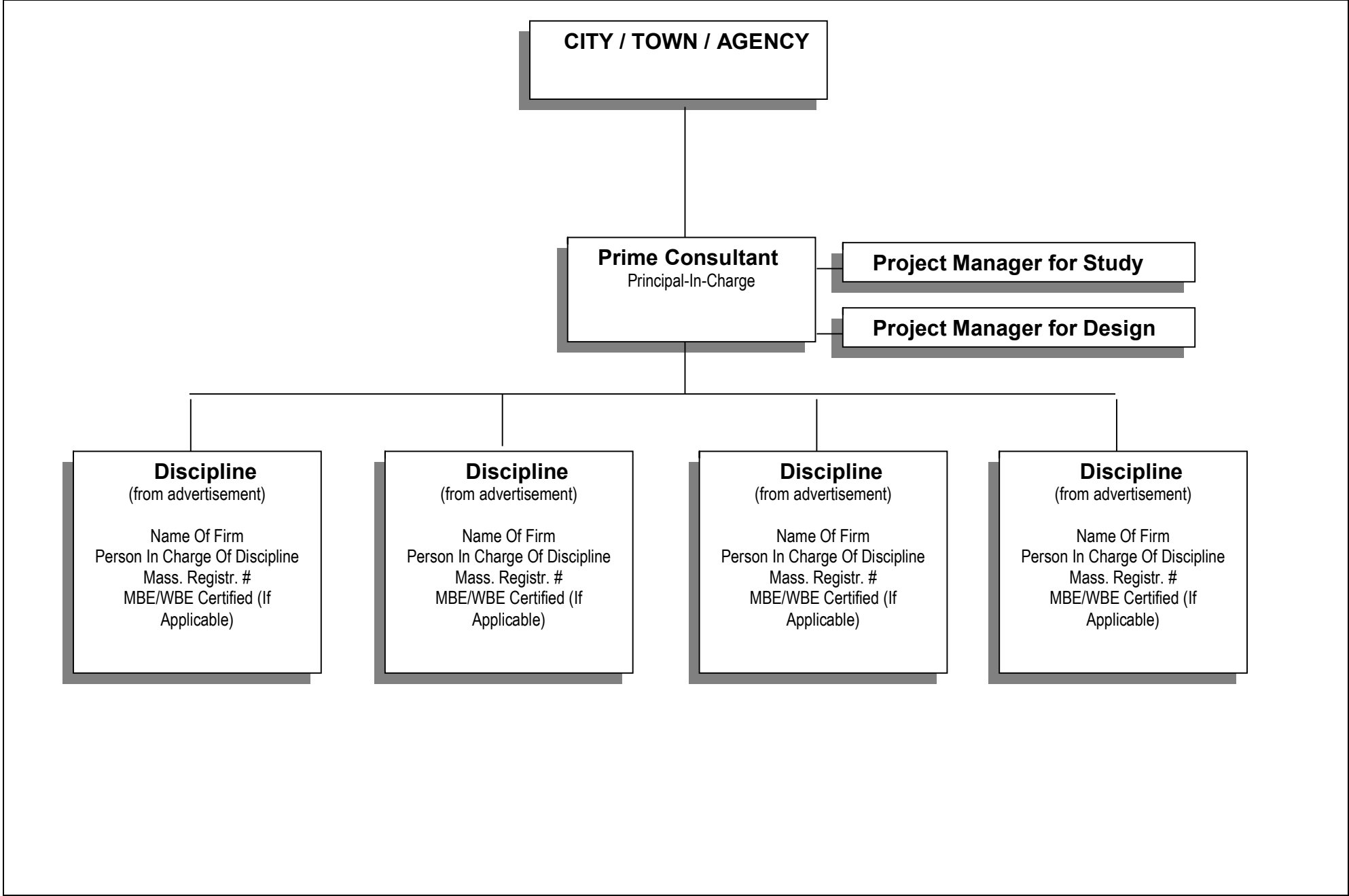
**THIS FORM WILL BE REQUIRED FOR EACH  
INDIVIDUAL PROJECT**

ATTACHMENT F. DSB2016-Form 1





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 <b>ONLY</b> 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
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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)

## ATTACHMENT G. District – Contractor Contract

### **DO NOT SIGN OR SUBMIT WITH BID**

MONOMOY REGIONAL SCHOOL DISTRICT  
BUSINESS OFFICE  
425 Crowell Road Chatham, MA 02633

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Monomoy Regional School District, with an address of Business Office, 425 Crowell Road Chatham, MA 02633, acting by the Monomoy Regional School District School Committee (hereinafter the “District” or the “Owner”), and \_\_\_\_\_, with a legal address and principal place of business at \_\_\_\_\_ (hereinafter the “Contractor”).

WITNESSETH: That for and in consideration of the payments to be made by the District, the Contractor hereby agrees with the District to furnish all services and materials required for House Architect Services, under the terms as stated in the Request for Qualifications dated March 27, 2024, including Addendums\_\_\_\_ and including all specifications and attachments thereto, and the additional terms and conditions set forth herein (the “RFQ”); and at the Contractor’s own proper costs and expense to furnish all the materials and services necessary to complete said work, in accordance with the prices stated in the Contractor’s Proposal dated \_\_\_\_ 2024 all of which are made a part hereof by relative collectively evidence and constitute the contract.

### **Term**

The initial term of this Contract shall commence on the execution date of this contract and shall end \_\_\_\_ . Time is of the essence in the performance of services under this Contract.

### **Incorporation of the Request for Proposals/Order of Priority of Contract Documents**

The provisions of the RFQ and the Contractor’s Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

- Highest Priority: Amendments to Contract (if any)
- Second Priority: Contract
- Third Priority: Addenda to the RFQ
- Fourth Priority: RFQ
- Fifth Priority: Contractor’s Proposal.

## **Payment**

In consideration for performance of the work in accordance with the requirements of this Contract, the District shall pay the Contractor the prices set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

The District agrees to pay the Contractor for the performance of this Contract, subject to additions and deductions, as provided in the General Conditions of the RFQ, and make payments on account thereof as provided in the General Conditions of the RFQ.

## **Force Majeure**

This contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under this Contract if prevented from the performance of any act required by strikes, lockouts, labor trouble, and failure of power, fire, wind, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continue prevention from performance by such causes for periods aggregating sixty or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate the Contract upon written notice to the other party.

## **Termination of Contract**

Subject to the provisions of the section above explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under the Contract, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this Contract, the Town may terminate the Contract in accordance with the General Conditions of the RFQ.

## **Insurance**

The Contractor shall maintain insurance with minimum limits as defined in the RFQ for the entire duration of the project work to be performed and provide a certificate of insurance with the Monomoy Regional School District named as an additional insured. Renewal certificates of insurance must be submitted to the District Business Office at 425 Crowell Road, Chatham, MA 02633 on a yearly basis.

## **Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principals. Venue for any legal actions initiated concerning this Contract or arising in any way from and out of this Contract shall be brought in the appropriate state court sitting in Barnstable County, having jurisdiction over said claim. The parties waive any right they may have to venue in any other jurisdiction.



It is expressly understood and agreed that the Contractor shall at all times during the term of this contract act as an independent contractor, and shall not have any authority to bind the District. The Contractor and the Contractor's employees, agents, and/or sub consultants shall not be deemed to be employees or agents of the District. Further, nothing contained herein shall be construed to create a joint venture, partnership, association, or other affiliation between the contractor and the District.

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and save harmless the District and all of the District's officers, agents, and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the District or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Contract and/or their failure to comply with the terms and conditions of this Contract, regardless of whether said claim is caused in part by the Town or any third party. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the Contractor under this Contract. The provision of this paragraph shall survive the termination or expiration of the Contract.

**Monomoy Regional School District**

**Contractor**

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT H. District Capital Plan

The attached document provides further information on the district's capital plan and future projects. Please note that this plan is regularly updated and amended.

# DESIGNER SELECTION PROCEDURE

APPROVED BY

Superintendent

PREPARED BY

School Business Manager

1. These procedures govern the selection of designers for any Monomoy Regional School District (the "District") building projects that are subject to the state designer selection law, M.G.L. c. 7C, §§ 44-57. Any other District policies or procedures governing the procurement of services will be inapplicable to these procurements.

## *Governance*

2. The Monomoy Regional School Committee is the final Approving Authority for designer selection. The Superintendent will conduct the designer selection process on behalf of the School Committee.
3. The Superintendent will identify the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct each designer selection process. No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:
  - a. has a direct or indirect financial interest in the award of the design contract to any applicant;
  - b. is currently employed by, or is a consultant to or under contract to, any applicant;
  - c. is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
  - d. has an ownership interest in, or is an officer or director of, any applicant.

## *Advertising Requirements*

4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the Town in which the building project will take place, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Approving Body, at least two weeks before the deadline for filing applications.
5. The advertisement shall contain the following information:
  - a. a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;
  - b. if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
  - c. when and where a briefing session (if any) will be held;
  - d. the qualifications required of applicants; or how they can be found
  - e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
  - f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
  - g. when and where the RFQ can be obtained and the applications must be delivered.

6. The RFQ shall include the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction," which is available for download from the Massachusetts Designer Selection Board website. The Application Form may be amended to include additional information on a project-specific basis.
7. The RRQ shall include criteria for evaluating proposals. The criteria must include experience working with school district, professional qualifications, quality of references, and responsiveness to the RFQ.

### ***Evaluation and Selection of Applicants***

8. The Committee shall shortlist at least three applicants for further consideration. Shortlisted applicants may be required to appear for an interview or provide additional information to the Committee, provided that all such applicants are afforded an equal opportunity to do so.
9. The Committee shall select at least three finalists. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, § 44C, shall be included as a finalist on the list. The list must be accompanied by a written explanation of the reasons for selection. The written explanation shall be public records and shall be maintained in the contract file.
10. The Committee shall rank the finalists in order of qualification. If the fee is to be negotiated, the Committee shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file.
11. The Committee shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Committee is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Committee prior to selection of finalists.
12. If the fee was set prior to the selection process, the Committee shall select a designer from the list of finalists. If the Committee selects a designer other than the one ranked first by the Committee, the Committee shall file a written justification for the selection and maintain a copy in the contract file.
13. If the Committee is unable to negotiate a satisfactory fee with any of the finalists, the Committee select additional finalists.
14. The Committee will transmit its recommendation to the Approving Body.
15. The Approving Authority may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Approving Authority may commission, at its discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to insure its reasonableness and its adequacy before allowing the designer to continue on the project, *provided* the Approving Authority otherwise complies with the statutory requirements for selecting a designer under Chapter 7C of the General Laws, including those set forth in M.G.L. c. 7C, § 54(a)(i).

### ***House Doctor Contract***

16. In the case of selection of designer for house doctor contracts, once the Committee has selected at least three finalists to be considered pre-qualified for future work with the district (see para 9 above), the Committee will transmit its recommendation to the Approving Authority.

17. Once approved by the Approving Authority, for each individual project to be conducted under the House Doctor contract, the Superintendent, or designee, will follow the steps listed in paragraphs 10 to 13 above, before selecting which of the pre-qualified to whom to award the project.
18. Any project with a design fee of over \$50,000, or expected duration greater than 3 years, must be approved by the Approving Authority.

### ***Contract Requirements***

19. Every contract for design services shall include the following:
  - a. certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
  - b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;
  - c. certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and
  - d. certification that the designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R(d).
  - e. All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.
20. The District shall not enter into a contract for design services unless the District or the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the District may require, for the applicable period of limitations. A designer required by the District to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the District prior to the award of the contract.
21. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.

### ***Contract Award and Record Keeping***

22. The District shall publish the name of any designer awarded a contract in the *Central Register*.
23. The following records shall be kept by the District:
  - f. all information supplied by or obtained about each applicant;
  - g. all actions taken relating to the project; and
  - h. any other records related to designer selection.
  - i. All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.
24. The District shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in accordance with M.G.L. c. 7C, § 48(g), and file completed evaluations with the Board and any other agency named in M.G.L. c. 7C, § 48(g).
25. Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements of any other applicable law or regulation.

#### **Attachments**

- Standard Designer Application Form for Municipalities and Public Agencies not within the DSB Jurisdiction

**Most Recently Reviewed/Adopted: March 25, 2024**