



**TOWN OF BERKLEY
REQUEST FOR QUALIFICATIONS (RFQ)
DESIGNER SERVICES**

BERKLEY PUBLIC LIBRARY



The RFQ Submission Deadline is:

Date: July 9, 2025

Time: 12:00 PM

Place: Town of Berkley, MA

**Town Administrator Attn:// Town Administrator
1 North Main Street Berkley, MA 02779**

REQUEST FOR QUALIFICATIONS (RFQ) DESIGNER SERVICES

BERKLEY LIBRARY

A. Introduction and Scope

Issued in accordance with Massachusetts General Law chapter 7C section 44-58, this Request for Qualifications (RFQ) sets forth the procedures and requirements to be employed by the Town Berkley and its Building Committee for the Designer of the Berkley Library project. The first phase of the project is planning and design of the library in compliance with the requirements of the Massachusetts Public Library Construction Program (MPLCP) which includes engineering and geotechnical studies, complete MPLCP Level of Design, as defined in 605 CMR 6.08 (2)(a), evaluation of the MPLCP Level of Design by an independent review team, and submission of a final report for the planning and design phase. The firm selected will review the operational and space needs required by the Town. With subsequent Town approvals, the Town reserves the right to contract with the selected firm to proceed with Phase 2 - Design Development and Phase 3 - Construction Services for the project. Phase 2 will include design development, construction documents and bidding. Phase 3 will include construction administration, commissioning, and closeout. All duties defined by the Inspector General for a Designer are expected to be included in any executed contracts between the Town and Designer.

Activities will commence upon selection of a Designer and the issuance of a Notice to Proceed.

The fee for services will be negotiated with the highest ranked Respondent. The Owner anticipates executing owner-supplied agreement with the selected Designer. That draft/sample agreement is attached.

The Town of Berkley is the awarding authority. The Town reserves the right to reject any and all proposals; to waive any defects, informalities, and minor irregularities; to award a contract; or cancel this RFQ if it is in the Town's best interest to do so.

Throughout this document, the terms "Request for Qualifications" and "Request for Designer Services" may be used interchangeably. For the purposes of this document and the submissions in response hereto, the terms shall be deemed to be synonymous.

B. Background

The Town of Berkley received the 2023-2024 MBLC Planning and Design Grant for Small Libraries on January 9th, 2025 and is currently waitlisted for the construction phase of the grant.

The Berkley Library Building Committee, composed of 7 members including a Chairman of the Board of Selectmen, two Library Trustees, the Town Administrator, the Library Director, and two members at large, serves as an advisory board to the Town during the Planning and Design period.

Berkley, Massachusetts, was first settled in 1638 and officially incorporated in 1735, named after philosopher and bishop George Berkeley. The Berkley Public Library began in 1893 in a small room in the Town Hall, starting with 286 books and operating only on Saturdays. In 1918, with a \$5,000 donation from



philanthropist Andrew Carnegie, a dedicated library building was constructed at 1 North Main Street. The library opened on December 12, 1919, and both its interior and exterior have remained largely unchanged since. Today, the Berkley Public Library continues to serve as a vital community resource, offering a range of programs and services to residents. The Town has hired an Owner's Project Management firm, CHA Solutions, for the project. The Town is herein seeking proposals from qualified Designers.

C. Funding Source

The Town has appropriated monies for the first phase of the project in addition to monies received from the MPLCP. The first phase of the project will be for planning and design only.

D. MBLC Level of Design Required Deliverables

In the architectural field, standard design levels include Conceptual or Preliminary Design, Schematic Design, Design Development, Construction Documentation, During the planning and design phase of an MPLCP project, applicants will work with a design team to bring their project past conceptual design but not to full schematic design. This is called this the MPLCP Level of Design. Per MPLCP regulations [605 CMR 6.08\(2\)\(a\)](#), this includes:

1. Schematic drawings (or more complete drawings as available) prepared by a Massachusetts registered architect, and bearing their registration stamp, including:
 - Floor plan(s) with a complete furnishing, shelving, and equipment layout.
2. Building sections as appropriate.
3. Elevations as appropriate.
4. Tabulation of square footages called for in the library building program and comparison to the square footage shown on the architectural plans.
5. Tabulations of the number of books, periodical, audio visual material, library of things, and all other collections called for in the library building program in comparison to the square footages shown on the architectural plans.
6. Tabulations of the number of seats and staff workspaces called for in the library building program in comparison to the square footage shown on the architectural plans.
7. An estimated project budget, prepared independently by an experienced professional cost estimator, based on the site plan, building plans, and construction budget.
8. Site plan prepared by a Massachusetts registered architect with parking, grading, building location and designation of utilities (one inch = 40 feet or larger);
9. A geotechnical report certified by a licensed professional, as defined in 605 CMR 6.02: Geotechnical Report.
10. A hazardous materials survey report.
11. A stamped topographic land survey, completed within 15 years of the submission of drawings, delineating boundary lines for the entire site to be included in the library building project.
12. Energy modeling as required by code, Mass Save, and/or an MPLCP-approved special certification required to qualify for the Green Library Incentive, if applicable.
13. Other environmental, structural, and energy related reports may be required as deemed necessary and appropriate for individual projects.

Once this level of design is completed, the project will be submitted to an independent estimating firm for an estimated cost. This cost is what the MPLCP grant amount is calculated from.

The MBLC Level of Design package must be completed and submitted by December 31, 2025. The Scope of the design firm includes work after the submission to respond to MBLC Comments and make revisions as requested.

E. Qualifications of the Consultant

1. Provide seven (7) hard copies of the proposal in final form and one (1) digital copy via a USB device. The submission in response to this Request for Qualifications shall contain the following:
2. The identity of the individual, partnership or corporation applying for contract award. If the applicant is a partnership or joint venture, the proposal should specify who will act as the lead contact for purposes of assuming contractual responsibility. If the Respondent intends to sub-contract any work required in the scope of services, the sub-contractor must be identified.
3. A description of the consultant's team by name, including the name of individuals to be assigned to this project who are employed by or contracted to any business entity on the team, with a summary of everyone's and entities' qualifications statement, including academic and professional work experience attesting to its capacity to properly and professionally fully perform the work detailed in this Request for Qualifications. Resumes are required for all project personnel. Include a description of the consultant's team's experience as it relates to Library construction projects. If there is no Library Project construction experience, describe how you will assure expert consultants are involved.
4. A description of the consultant's approach to this project: methodology, demonstrated understanding of the community's needs, and the consultant's expectations of assistance and services from the Town of Berkley
5. Consultants must meet the following minimum criteria:
 - Recent experience with at least three (3) Library projects of \$5.0 million in value or more. Additional emphasis placed on projects over \$10.0m in value.
 - Completed at least 3 Massachusetts public building projects.
 - The Designer must be either a MA registered architect and/or MA professional engineer with at least five years of experience in building construction and supervision.
6. A client reference list, with names, addresses, email addresses and telephone numbers for clients for whom the consultant has performed similar design experience in the past.
7. Evidence of the required insurances (Workers' Compensation coverage, General Liability, Excess Liability, Automobile and Professional Liability (E&O)).
8. Confirmation that the Designer has not filed for bankruptcy in the last ten (10) years.
9. Compliance with Massachusetts Supplier Diversity Office Affirmative Marketing Program Project Specific MBE/WBE/VBE goals.
10. Submission of all required forms.
11. A thorough knowledge of the Massachusetts State Building Code, the regulations of the Massachusetts Architectural Access Board, the Americans with Disabilities Act, and Historic Preservation Design Guidelines is also needed.
12. A thorough knowledge of all public bid laws, including without limitation M.G.L. Chapter 149, Section 44A 1/2.

Any submission that fails to include all the above information will be rejected as unresponsive and will not be afforded a complete review by the evaluation committee.

F. Selection Criteria

The selection process will include an evaluation procedure based on the criteria identified below. Finalists will be required to appear for an interview. Submissions shall be evaluated using the following criteria by the Berkley Library Building Committee.

Following the rating of all fully responsive submissions, the Berkley Library Building Committee appointed by the Select Board may interview a minimum of two (2) finalists.

- Training/educational background appropriate to the project as described in the Request for Qualifications of all project personnel, including professional experience above and beyond the minimum qualifications, including sustainability experience.
- Depth of experience with similar projects, and prior experience with other Library construction projects. Experience with the MPLCP is preferred. Please include the year of completion, total square footage and construction cost of each similar project.
- Identity and qualifications of all project personnel.
- Strength and credibility of client references.
- Demonstrated understanding of the tasks to be performed and products to be created.
- Completeness of submission.
- Current workload and ability to undertake the contract based upon the number and scope of projects for which the consultant is currently under contract.
- Geographical proximity of the consultant to the project site or ability of the consultant to make site visits.
- Desirability of approach to project and demonstrated understanding of the community's needs.
- Communication skills.
- The willingness and availability to participate in community outreach as determined to be necessary by the Town.
- Willingness to explore, propose and implement sustainable/"green" energy systems and finishes into this project.
- Familiarity with the area.
- Interview.
- Any other information deemed relevant to the project, and which the consultant believes will further the competitiveness of the submission, including work samples from similar completed projects.

G. Comparative Evaluation Criteria

Comparative Evaluation Criteria will be applied uniformly to all proposals. Each criterion shall be rated as follows:

- 1) **"Unacceptable"** 0 points - submission does not address the elements of this criterion
- 2) **"Not Advantageous"** 1 point - submission does not fully meet the evaluation criterion or leaves

a question or issue not fully addressed

3) “**Advantageous**” 2 points - submission meets evaluation standard for the criterion

4) “**Highly Advantageous**” 3 points - submission excels on the specific criterion,

to include:

1: Training/Educational Background

Training/educational background appropriate to the project as described in the Request for Qualifications of all project personnel, including professional experience above and beyond the minimum qualifications

Points	Rating	Description
0	Unacceptable	The proposal indicates evidence of training or educational background in discipline necessary to complete this project of less than a bachelor’s degree.
1	Not Advantageous	The proposal indicates evidence of training or educational background in discipline necessary to complete this project of only a bachelor’s degree.
2	Advantageous	The proposal indicates evidence of training or educational background in a discipline necessary to complete this project of a bachelor’s degree and five or more years actual experience in one or more area of expertise in consulting necessary to complete this project.
3	Highly Advantageous	The proposal indicates evidence of training or educational background in a discipline necessary to complete this project of a master’s degree in one or more area of expertise in consulting necessary to complete this project.

2: Long-Term Experience

Depth of experience with similar new construction projects, and prior experience with Library construction projects of all project personnel, including professional experience above and beyond the minimum qualifications outlined in this RFQ.

Points	Rating	Description
0	Unacceptable	The proposal indicates no evidence of experience with similar projects, and no prior experience with other Library projects.

1	Not Advantageous	The proposal indicates evidence of experience with similar projects, and regular, prior experience with other Library projects of between one and eight years.
2	Advantageous	The proposal indicates evidence of experience with similar projects, and regular, prior experience with other Library projects of between nine and fifteen years.
3	Highly Advantageous	The proposal indicates evidence of experience with similar projects, and regular, prior experience with other Library projects of more than fifteen years.

3. Recent Experience

Depth of experience with similar construction projects within the last 2 years, and prior experience with Library construction projects of all project personnel, including professional experience above and beyond the minimum qualifications outlined in this RFQ.

Points	Rating	Description
0	Unacceptable	The proposal indicates no evidence of completed or ongoing experience with Library projects in the last 2 years.
1	Not Advantageous	The proposal indicates evidence of completed or ongoing experience with one (1) Library project in the last 2 years.
2	Advantageous	The proposal indicates evidence of completed or ongoing experience with two (2) Library projects in the last 2 years.
3	Highly Advantageous	The proposal indicates evidence of completed or ongoing experience with three (3) or more Library projects in the last 2 years.

4: References

Strength and credibility of client references.

Points	Rating	Description
0	Unacceptable	The proposal indicates no strong and credible client references with contact information.
1	Not Advantageous	The proposal indicates less than three strong and credible client references with contact information.
2	Advantageous	The proposal indicates three to six strong and credible client references with contact information.

3	Highly Advantageous	The proposal indicates seven or more strong and credible client references with contact information
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5: Qualifications

Professional qualifications of the consultant and all project personnel, including professional experience above and beyond the minimum qualifications outlined in the Request for Qualifications.

Points	Rating	Description
0	Unacceptable	The proposal fails to indicate a well-established Designer/applicant, with proximity or availability of staff to complete work. The proposal provides no evidence that the Designer /applicant is large enough and diverse enough to expedite all work within the Town's schedule.
1	Not Advantageous	The proposal fails to provide evidence of a well-established Designer /applicant, with proximity or availability of staff to complete work. The proposal provides insufficient evidence that the Designer/applicant is either large enough or diverse enough to expedite all work within the Town's schedule.
2	Advantageous	The proposal provides a history of a well-established Designer /applicant, with proximity or availability of staff to complete work. The proposal provides adequate evidence that the Designer /applicant is large enough and/or diverse enough to expedite all work within the Town's schedule.
3	Highly Advantageous	The proposal provides a detailed history of the Designer /applicant indicating a well-established Designer /applicant, with proximity and availability of staff to complete work. The proposal provides evidence that the firm/applicant is both large enough and diverse enough to expedite all work within the Town's schedule.

6: Understanding Scope of Work

Desirability of approach to project and demonstrated understanding of the community and its plan for construction of a new Library Project. Demonstration of approach to working within the MBLC guidelines and schedule for the grant application. Demonstration of efficient use of available space and functionality. Demonstration of projects that have been successfully completed on time and within project budget.

Points	Rating	Description
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0	Unacceptable	The proposal indicates inadequate review or understanding of the required Scope of Work.
2	Not Advantageous	The proposal indicates incomplete review or a vague understanding of the required Scope of Work.
4	Advantageous	The proposal indicates sufficient review and understanding of the required Scope of Work and documents the firm/applicant's proposed approach.
6	Highly Advantageous	The proposal indicates a thorough review and full understanding of the required Scope of Work and proposes a clear and comprehensive approach.

7: Quality of Past Work

Prior successful experience with municipalities providing professional Designer services for similar cities and towns. Quality of past consulting services as evidenced by sample submissions, lists of awards won for similar work.

Points	Rating	Description
0	Unacceptable	None of the sample submissions submitted by the firm/applicant are clear and complete and/or have relevance to the services being solicited under the RFQ.
1	Not Advantageous	One or two of the sample submissions submitted by the firm/applicant are unclear, incomplete, or have little relevance to the services being solicited under the RFQ.
2	Advantageous	All the sample submissions submitted by the firm/applicant are written clearly and fully cover the relevant subject matter, having clear relevance to the services being solicited under the RFQ.
3	Highly Advantageous	All sample submissions are written clearly, fully cover the relevant subject matter, and excel with respect to quality, graphics, formats, and/or writing style.

8: Knowledge of Bristol County

Knowledge of Bristol County and its culture- An understanding of small communities such as Bristol and character of the area, its needs and the citizens that make it distinct from the southern and eastern parts of the Commonwealth is important to the stakeholders of the Berkley Library.

Points	Rating	Description
0	Unacceptable	The proposal indicates inadequate review or understanding of the required Local Community and Culture.
1	Not Advantageous	The proposal indicates incomplete review or a vague understanding of the required Local Community and Culture..
2	Advantageous	The proposal indicates sufficient review and understanding of the required Local Community and Culture and documents the firm/applicant's proposed approach.
3	Highly Advantageous	The proposal indicates a thorough review and full understanding of the required Local Community and Culture and proposes a clear and comprehensive approach.

9: Understanding of the Program

Understanding of the development and importance of the “Library Building Program” (May 2024) as a master plan to the project as per MBLC Construction Grant requirements.

Points	Rating	Description
0	Unacceptable	The proposal indicates inadequate review or understanding of the required Library Building Program.
1	Not Advantageous	The proposal indicates incomplete review or a vague understanding of the required Library Building Program.
2	Advantageous	The firm has a reasonable but lower level of the Library Building Program and the purpose of the project.
3	Highly Advantageous	The firm clearly articulates an understanding of the Library Building Program, including the needs of the addition/renovation, essence of the library in the lives of the residents and goals of renovation/addition project.

10: Communication and Presentation

Quality of communication and graphic skills.

Points	Rating	Description
0	Unacceptable	The written and graphic response submitted by the firm/applicant is both unclear and incomplete.
1	Not Advantageous	The written and graphic response submitted by the firm/applicant is either unclear or incomplete.
2	Advantageous	The written and graphic response submitted by the firm/applicant is clear and complete and fully covers the relevant subject matter.
3	Highly Advantageous	The written and graphic response submitted by the firm/applicant is clear and complete, fully covers the relevant subject matter, and excels with respect to graphics, formats, and/or writing style.

H. Project Fee

The Town will enter cost negotiations with the highest-ranked respondent. Should the Town not be able to reach an agreement with the highest-ranked respondent, then the Town will cease negotiations with the highest-ranked respondent and move on to the second highest-ranked respondent. There is a not to exceed fee of \$115,000 for design services, inclusive of engineering subconsultants and energy model.

I. Withdrawals

Respondents may only withdraw a submission when the request to do so is received in writing by the Town Administrator prior to the time and date of the proposed opening.

J. Waiver/Cure of Minor Informalities, Errors or Omissions

The Town reserves the right to waive or permit the cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondent and to take any measures with respect to this Request for Qualifications in any manner necessary to serve the best interest of the Town.

K. Rejection of Submissions, Modification of Request for Qualifications

The Town reserves the right to reject any and/or all responses if it determines, within its sole discretion, that is in the Town's best interest to do so. This Request for Qualifications does not commit the Town to select any Respondent, award any contract, pay any costs in preparing a submission, or procure a contract for any services. The Town also reserves the right to cancel or modify this Request for Qualifications in part or in its entirety, or to change the Request for Qualification guidelines. A Respondent may not alter the Request for Qualifications or its components.

L. Submissions

Submission Logistics

- Proposals are due by **12:00 PM on Wednesday, July 9, 2025**, in hard copy form, at the office of

the Town Administrator at which time they will be opened and registered by a representative of the Town Administrator

- No fax or email submissions will be considered. Late proposals will not be considered.
- Provide seven (7) hard copies of the proposal in final form and one (1) digital copy via a USB device.
- Deliver the hard copy by hand or by delivery service to:
TOWN OF BERKLEY
Office of the Town Administrator, Town Hall
1 North Main Street
Berkley, MA 02779
- Proposals must be sealed, and the package or envelope clearly labeled with the following:
Berkley Library,
Designer Services Respondent's name
Respondent's address
- Modifications must be in writing, sealed and clearly labeled as such, and submitted to the Town Administrator, to receive a time and date stamp, prior to the date and hour of deadline. Each modification must be numbered in sequence and must reference the RFQ.
- There is no limit to the number of pages in the proposal. Designer shall complete the Standard Designer Application Form attached. The Town would also like resumes in standard resume format in the proposal for the team members.
- A proposal may be withdrawn by written request prior to the deadline.
- There will be site briefing for this project on Tuesday July 1st, 2025, at 11am. This will be located at the Berkley Library, 2N Main Street, Berkley, MA 02779. During this time the library will be closed to the public and applicants will be escorted through the library.
- Any questions or Requests for Information regarding this RFQ should be directed to Annalisa Lewis/ CHA Solutions (OPM) at alewis@chasolutions.com. All parties who are on record as having received a copy of the RFQ will be notified of any published answers to substantive questions. Questions are due by Thursday, July 3rd, 2025 at 11am.
- If any changes are made to this RFQ, an addendum will be issued. Addenda will be mailed or emailed to all applicants on record as having received the RFQ. Respondent must include the Acknowledgement of Addenda attached.
- All proposals submitted in response to this RFQ shall remain firm for ninety (90) days following the proposal opening. The contract will be awarded within ninety (90) days after the proposal's opening. The time for the award may be extended for up to forty-five (45) additional days by mutual agreement between the Town Administrator and the highest ranked applicant, on the basis of the evaluation criteria stated above.

Selection Process

- Based on the ranking of Respondents using the evaluation criteria and process explained above, the Berkeley Library Building Committee will select at minimum two applicants for interviews. The Committee will interview the finalists and will rank them in order of qualification and quality of response. The Committee will then make a recommendation to the Town Administrator and Board of Library Trustees.
- The Berkley Library Building Committee requires that the person(s) who will be the principal contact for the project participate in the interview.
- Following the interviews, the highest-ranking firm will be contacted, and a fee negotiation for the Planning and Design Phase will take place between the selected firm and one or more representatives of the Town. This negotiation will determine whether there will be a fixed fee or an hourly fee, and what the amounts will be. Payment for Designer services resulting from this RFQ is subject to available funds. All proposals shall belong to the Town of Berkley, MA. The successful applicant shall agree to comply with all applicable federal, state, and local laws in the performance of its contract with the Town of Berkley, MA. The Town reserves the right to negotiate mutually acceptable amendments to the contract arising from the RFQ and with respect to additional services.
- If a mutually acceptable compensation agreement cannot be worked out between the parties, the Town reserves the right to terminate negotiations with the highest-ranking firm and begin discussions with the next highest finalist.
- The Town of Berkley Town Administrator is the awarding authority for this project. The Board has assigned the Berkeley Library Building Committee the task of reviewing and making recommendations based on an evaluation of qualified proposals.

Proposed Timeline

June 25, 2025	RFQ available after 4:00 PM via the Town Website or via email request from ALewis@CHAsolutions.com
July 1 st 2025	Briefing
July 3, 2025	Written question deadline – 11:00am
July 9, 2025	Submissions due -12:00pm
July 14, 2025	Interviews 5:00-8:00pm
July 23, 2025	Negotiate with first-ranked firm (tentative)

M. OTHER INFORMATION

- No member of the Berkley Library Building Committee, the Select Board, or the Town Administrator, may have a financial interest with the Designer being considered for the project. Any participant must comply with Massachusetts G.L. 268A.
- The Town of Berkley reserves the right to reject any or all proposals or any parts thereof or to solicit new proposals and to award contracts as it deems in the best interest of the Town.
- The Town reserves the right to waive informalities in a proposal and to award a contract in the best interest of the Town.
- The Town will require a Certificate of Non-Collusion, a Tax Certification, a Certificate of

Authority, and a Statement on MGL Building Code, Certificate Of Vote Authority AND/OR LLC Certificate of Authority from the selected firm.

- Information contained in the RFQ and successful Respondent's proposal shall be incorporated into and become part of the Contract Agreement.
- Insurance
 - Workers Compensation Insurance:
 - The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.
 - Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.
 - The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.
- Professional Liability Insurance
 - Liability of \$1 million per claim and \$3 million aggregate.
 - Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.
- Other Insurance Requirements
 - Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Berkley as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$1,000,000 combined single limit, and including auto non-owned and hired coverage.
- The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the necessary notice required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.
- All proposals must be unconditional and shall be deemed to be public records and will become the property of Berkley.
- Berkley shall not be liable for any costs incurred by proposers in preparing, submitting or presenting proposals, or in satisfying and demonstrating requirements.
- The selected firm shall be expected to comply with all applicable state and federal laws in the performance of services.
- The selection of the successful firm shall be made without regard to race, color, national origin, ancestry, age, gender, religion, physical or mental handicap, or sexual orientation. Women and minority-owned businesses are encouraged to apply.

- Purchases of goods and services by the Town of Berkley are exempt from the payment of federal and Massachusetts state taxes. Berkley's Certificate of Exemption Number will be provided to the successful Respondent.
- The proposals of the finalists will be forwarded to the Town Administrator, or such other person designated by the Town, to negotiate with the top-ranked applicant.
- The Town Administrator or such other person designated by the Town, shall contact the top-ranked finalist and request a fee proposal, and upon receipt of such fee proposal, negotiate with such applicant to reach an agreement on a reasonable fee for project management services.
- If an agreement cannot be reached with the top-ranked applicant within 15 calendar days, negotiations with such applicant will cease, and negotiations will begin with the next top-ranked applicant, and so on, until agreement on a reasonable fee is reached.
- If the selected Design firm must replace a staff member presented in the RFQ proposal and at the interview, a request must be made to the RBC for approval.

END OF RFQ. REQUIRED FORMS AND SAMPLE STANDARD CONTRACT FOLLOW.

BERKLEY LIBRARY DESIGN- REQUIRED FORMS

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies, on behalf of the named proposer, under penalties of perjury, that this proposal has been made and submitted in good faith and without collusion or fraud with any other person, and that the proposer has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. 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. Furthermore, the undersigned certifies under the penalties of perjury that throughout the duration of any contract made in connection with the proposal, it will not have any financial relationship with any materials manufacturer, distributor or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Signed

Date

Name and Title

NAME OF PROPOSER: _____

BERKLEY LIBRARY DESIGN - REQUIRED FORMS

TAX CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Sec. 49A, the undersigned, acting on behalf of the Contractor, certifies under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

**Signature of Individual

***Contractor's Social Security Number
Or Corporate Contractor Federal
Identification Number

By: _____
Officer
(Mandatory, if applicable)

Date: _____ Corporate

NAME OF CONTRACTOR: _____



BERKLEY LIBRARY DESIGN - REQUIRED FORMS

CONFLICT OF INTEREST STATEMENT

Any contractor doing business with the Town of Berkley must stipulate as to the applicability of the Massachusetts Conflict of Interest Law (MGL Ch. 268A). The Contractor acknowledges that he has investigated the law's applicability to the performance of the contract; and by signing below the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are in violation of MGL. Ch. 268A.

Signed

Date

Name and Title

Name of Proposer

BERKLEY LIBRARY DESIGN - REQUIRED FORMS

STATEMENT ON MGL AND BUILDING CODE

I certify, on behalf of the Proposer named below, that all information provided to the Town of Berkley in response to the Town's RFQ for Designer Services for the Berkley Library Project is submitted under penalties of perjury and that I am familiar with the State Building Code and also Massachusetts General Laws, Chapter 149, Sections 44A-44H and Section 44M, Chapter 193 of the Acts of 2004, and General Laws Chapter 30, Section 39M.

Signed

Date

Name and Title

Name of Proposer

BERKLEY LIBRARY DESIGN- REQUIRED FORMS

ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges the following addenda for this submission:

Addenda _____
(list any and all addenda)

Signed

Date

Name and Title

Name of Proposer

BERKLEY LIBRARY DESIGN - REQUIRED FORMS

**CERTIFICATE OF CORPORATE AUTHORITY
(For Corporations/LLC's/LLP's/Entities Only)**

At a duly authorized meeting of the Board of Directors/Members/Partners of the _____
_____ (Name of Entity)
held on _____ (Date) at which all the Directors/Members/Partners were
present or waived notice, it was voted that _____
_____ (Name) _____ (Officer/Title)
of this company be and he hereby is authorized to execute contracts and bonds in the name and
behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of
obligation in this company's name on its behalf of such _____ under
seal of the _____ (Officer) company, shall be
valid and binding upon this company.

**A TRUE COPY,
ATTEST:**

(Signature/Title)

Place of
Business:

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is duly elected _____
(Officer, Name) (Title)
of said company, and the above vote has not been amended or rescinded and remains in full force
and effect as of the date of this contract.

(Signature/Title)

(Typed Name/Title)

(Date)

Subscribed and sworn to before me (Corporate Seal)
If applicable (i.e., not necessary for sole proprietorships or *partnerships*)
this ____ day of _____, 2010
_____(Notary Seal)
Notary Public
My Commission Expires _____

BERKLEY LIBRARY DESIGN- REQUIRED FORMS

DESIGN SERVICES DRAFT CONTRACT

A draft contract will be submitted as an addendum to this request for qualifications. Designer shall acknowledge the contract in their submission.

TOWN OF BERKLEY ¹

Contract # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between, the Town of Berkley, One North Main Street, Berkley, MA 02779 (the “Town”), and

[“Contractor”]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

[email address]

1. This is a Contract for the procurement of the following:
See attached Exhibit A – Scope of Work

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$_____ as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium

¹ Contract Long Form_Engineer and Architect Services – not for building
Page **25** of **47**

on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security: N/A

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a

multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
- (1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Berkley shall have all the rights and remedies provided in the Contract Documents,

the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including “Damages” including but not limited to costs, attorney’s fees or other damages resulting from said breach (“Damages”) as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor

its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Board of Selectmen; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Berkley unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Berkley shall be individually or personally liable on any obligation of the Town under this Contract.

21. Standard of Care

The Contractor agrees to perform its services consistent with the highest professional skill and care provided by architects practicing in the Greater Boston area under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

22. Indemnification:

- 22.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or breach of any provision of this Contract by the Contractor, a person employed by the Contractor, or any of its Subcontractors.
- 22.2 With respect to non-professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Contractor, a person employed by the Contractor, or any of its Subcontractors.
- 22.3 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

23. Insurance

23.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

23.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

23.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Berkley as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$1,000,000 combined single limit, and including auto non owned and hired coverage.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the

performance of the work, including and not limited to Professional liability insurance where applicable.

- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the necessary notice required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers' Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

24. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issuing any material for publication through any medium.

25. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

27. Payment: The Town agrees to make all reasonable efforts to pay to the Contractor within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

28. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

29. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

30. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be

construed to limit any other legal rights of the parties.

31. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

32. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

33. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Berkley by:

The Contractor by:

Board of Selectmen Date

Signature Date

Print Name

Print Name & Title

Board of Selectmen Date

Certified as to
Appropriation/Availability of Funds:

Print Name

Town Accountant Date

Board of Selectmen Date

Print Name

Department Head Date

Print Name

Chief Procurement Officer:

Date

Certified as to Form:

Town Counsel Date

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all

name of contractor

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

Signature

Date

Name

Federal Tax ID # or Social Security #

BOTH CERTIFICATION MUST BE EXECUTED

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

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.

Signature/Title

Company/Firm Name

CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with the laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number
or Federal Identification Number

Company/Firm Name

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

TOWN BERKLEY

Company/Firm Name

By: _____
Town Administrator Signature/Title

By: _____

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

Approved as to Availability of Funds:

Town Accountant

Contract Sum: \$
V#

BERKLEY LIBRARY DESIGN - REQUIRED FORMS
STANDARD DESIGNER SELECTION BOARD APPLICATION

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Firm Is Filing:		2. Project #																																																																																																	
			This space for use by Awarding Authority only.																																																																																																	
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:		3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)																																																																																																		
3b. Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																																																																																		
3c. Federal ID #:		3g. Name and Address Of Parent Company, If Any:																																																																																																		
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): <div style="display: flex; justify-content: space-between;"> Email Address: </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Telephone No: Fax No.: </div>		3. Check Below If Your Firm Is Either: <div style="margin-top: 5px;"> (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/> </div>																																																																																																		
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):																																																																																																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Admin. Personnel</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(____)</td> <td style="width: 20%;">Ecologists</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(____)</td> <td style="width: 20%;">Licensed Site Profs.</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(____)</td> <td style="width: 10%;">Other</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(____)</td> </tr> <tr> <td>Architects</td> <td>_____</td> <td>(____)</td> <td>Electrical Engrs.</td> <td>_____</td> <td>(____)</td> <td>Mechanical Engrs.</td> <td>_____</td> <td>(____)</td> <td></td> <td>_____</td> <td>(____)</td> </tr> <tr> <td>Acoustical Engrs.</td> <td>_____</td> <td>(____)</td> <td>Environmental</td> <td>_____</td> <td>(____)</td> <td>Planners: Urban./Reg.</td> <td>_____</td> <td>(____)</td> <td></td> <td>_____</td> <td>(____)</td> </tr> <tr> <td>Civil Engrs.</td> <td>_____</td> <td>(____)</td> <td>Fire Protection</td> <td>_____</td> <td>(____)</td> <td>Specification Writers</td> <td>_____</td> <td>(____)</td> <td></td> <td>_____</td> <td>(____)</td> </tr> <tr> <td>Code Specialists</td> <td>_____</td> <td>(____)</td> <td>Geotech. Engrs.</td> <td>_____</td> <td>(____)</td> <td>Structural Engrs.</td> <td>_____</td> <td>(____)</td> <td></td> <td>_____</td> <td>(____)</td> </tr> <tr> <td>Construction Inspectors</td> <td>_____</td> <td>(____)</td> <td>Industrial</td> <td>_____</td> <td>(____)</td> <td>Surveyors</td> <td>_____</td> <td>(____)</td> <td></td> <td>_____</td> <td>(____)</td> </tr> <tr> <td>Cost Estimators</td> <td>_____</td> <td>(____)</td> <td>Interior Designers</td> <td>_____</td> <td>(____)</td> <td></td> <td>_____</td> <td>(____)</td> <td></td> <td>_____</td> <td>(____)</td> </tr> <tr> <td>Drafters</td> <td>_____</td> <td>(____)</td> <td>Landscape</td> <td>_____</td> <td>(____)</td> <td></td> <td>_____</td> <td>(____)</td> <td>Total</td> <td>_____</td> <td>(____)</td> </tr> </table>					Admin. Personnel	_____	(____)	Ecologists	_____	(____)	Licensed Site Profs.	_____	(____)	Other	_____	(____)	Architects	_____	(____)	Electrical Engrs.	_____	(____)	Mechanical Engrs.	_____	(____)		_____	(____)	Acoustical Engrs.	_____	(____)	Environmental	_____	(____)	Planners: Urban./Reg.	_____	(____)		_____	(____)	Civil Engrs.	_____	(____)	Fire Protection	_____	(____)	Specification Writers	_____	(____)		_____	(____)	Code Specialists	_____	(____)	Geotech. Engrs.	_____	(____)	Structural Engrs.	_____	(____)		_____	(____)	Construction Inspectors	_____	(____)	Industrial	_____	(____)	Surveyors	_____	(____)		_____	(____)	Cost Estimators	_____	(____)	Interior Designers	_____	(____)		_____	(____)		_____	(____)	Drafters	_____	(____)	Landscape	_____	(____)		_____	(____)	Total	_____	(____)
Admin. Personnel	_____	(____)	Ecologists	_____	(____)	Licensed Site Profs.	_____	(____)	Other	_____	(____)																																																																																									
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Drafters	_____	(____)	Landscape	_____	(____)		_____	(____)	Total	_____	(____)																																																																																									
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																				

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

CITY / TOWN / AGENCY

Prime Consultant
Principal-In-Charge

Project Manager for Study

Project Manager for Design

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (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 <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

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

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

10. 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 (Signature)	_____	Printed Name and Title	_____	Date	_____
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