



Town of Amherst  
**Jones Public Library**  
43 Amity Street, Amherst, MA 01002

RFQ Issue Date:	<b>December 21, 2022</b>	
Proposal Due Date:	<b>January 13, 2023</b>	at <b>12:00 PM</b>
Site Visit:	<b>By individual appointment</b>	<b>Not Mandatory</b>

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## I. PROJECT OVERVIEW

### A. Project Background

Colliers Project Leaders (CPL) is the Owner's Project Manager represented by Craig DiCarlo, Sr. Project Manager and Will Fernandez, Assistant Project Manager. At the request of The Jones Public Library and The Town of Amherst, henceforth referred to as "the Owner", Colliers Project Leaders is seeking a qualified and experienced Commissioning Agents to submit a proposal for Commissioning services for the Amherst Jones Library project.

### B. Project Scope Description

The project is a major renovation and addition to an existing, historic public library with the intent to modernize and improve the facility. The addition of three stories is planned to connect to the floor levels of the existing building. The documents have been developed to a schematic level. The project size is approximately 63,000 SF. This project is classified as Level 3 Alterations under the building code. **The schematic design narrative, drawings, and specifications can be found via the link below.**

[Amherst Jones Library Commissioning Services RFQ 2022-1219](#)

The project will be designed to the current Edition of the Massachusetts State Building Code (Code), and all applicable Federal and State Regulations and Local Ordinances. Systems to be commissioned include the following:

#### Mechanical Systems

- Major building heating and cooling Systems and Equipment
- Building Control System
- Metering and sensors

#### Electrical System

- Electrical supply systems, switchgear, transformer, etc.
- Electrical metering, monitoring, and control system
  - Submetering
- Plug load controls

#### Lighting systems

- Lighting and lighting control systems (interior and exterior)
- Exit and emergency lighting

#### Envelope

- Curtainwalls
- Windows
- Exterior doors
- Air Barrier

#### Additional Systems if accepted by the owner (see exhibit A – Cost Proposal)

1. Building Automation System
2. Plumbing – Hot Water Equipment and System

## Project Schedule

It is the intent of the Owner to authorize the selected Consultant firm to perform the scope of services needed to produce necessary commissioning services during the Construction Documents and Construction Phase as outlined below and in Exhibit D – Project Schedule:

### Tentative milestones & durations for the Project are as follows:

1. <u>Commissioning Agent Firm Selection</u>	Anticipated to be <b>2/3/2023</b>
2. <u>Design Development Phase</u>	<b>1/9/2023 – 5/31/2023</b>
3. <u>Construction Document Phase</u>	<b>6/1/2023 – 11/17/2023</b>
4. <u>Bid Phase</u>	<b>11/17/2023 – 2/18/2024</b>
5. <u>Construction Phase</u>	<b>2/16/2024 – 8/30/2025</b>
6. <u>Project Closeout</u>	<b>9/1/2025 – 12/15/2025</b>

## II. SELECTION PROCESS

### A. Review Process

The Owner is utilizing a combination of written qualifications, proposal evaluation, and fee to select a Consultant firm for this project. Proposals are being requested and anticipated to be received from a short-list of firms. The Owner or his authorized representative will review these written proposals (inclusive of fee proposals) to make the final selection.

### B. Evaluation Criteria

The following criteria, listed in random order, are likely to be considered in evaluating and selecting firms to be interviewed based upon written proposal submissions:

1. Experience of firm with similar projects
2. Experience of proposed assigned staff and (if any) consultants / sub-contractors
3. Comprehensiveness of services
4. Project approach and organization
5. Fee and/or Unit Rates for services

## III. SCOPE OF SERVICES

### A. Mechanical, Electrical, and Building Envelope Commissioning Services

The Commissioning Agent is to perform the below listed commissioning services on the following building systems: HVAC, Electrical, and Building Envelope. The Commissioning services start from the Completion of the Design Development phase, Construction Document Phase, and continue through bidding, construction, and close-out. The Commissioning Agent is to perform the following commissioning services:

#### Design Development Phase

- The commissioning agent upon selection will provide initial review of SD package and provide recommendations for incorporation in the DD documents, with focus on sustainable, cost effective (both construction cost and post occupancy), and

- The Commissioning Agent shall provide detailed design review at 100% DD and input as to how to facilitate effective commissioning (including sufficient accessibility, test ports, monitoring points and related features).
- Review the mechanical concepts/design and recommend enhancements for operational or efficiency improvements.
- Review the electrical concepts/systems and recommend enhancements for operational or efficiency improvements
- Provide review of the building envelope concept/system and recommend enhancements for operational and efficiency improvements.
- Attend three (3) remote/zoom meeting per month with design team and or owner.

## **Construction Document Phase**

- Commissioning Agent shall review and comment on the clarity and completeness of the Basis of Design (BOD) document developed by the design team.
- Contractor shall perform a thorough review of all completed drawings and specifications within the 80% Construction Document submission, and shall review and comment on the completeness, coordination among design disciplines, and adherence to the Owner's Project Requirements (OPR). Such review shall include each of the following issues:
  - Review and provide input as to how to facilitate effective commissioning (including sufficient accessibility, test ports, monitoring points and related features).
  - Review for adequacy of the energy efficiency and adequacy of the effectiveness of building layout and efficiency of system types and components for HVAC systems and lighting systems.
  - Review HVAC, lighting, emergency power, strategies, and sequences of operation for adequacy and efficiency.
  - Review commissioned systems layout and their impact on other systems and the facility, as a whole, toward facilitating operations and maintenance (including equipment accessibility and system control).
  - Review systems relating to air quality comfort and air distribution and report on their compliance with the design intent.
  - Review and comment on the adequacy of the building operations and maintenance data spec section.
  - Review and comment on the adequacy of specified operator training requirements.
  - Review the mechanical concepts/design and recommend enhancements for operational or efficiency improvements.
  - Review the electrical concepts/systems and recommend enhancements for operational or efficiency improvements.
  - Review the building envelope concept/system and recommend enhancements for operational and efficiency improvements.
  - Review the Construction Documents, including the drawings and specifications prepared for each subcontractor, to assess their completeness and coordination among the various disciplines, to assess provisions for construction sequencing, materials and equipment delivery and storage, site and building access, testing requirements, and training requirements.
  - The Commissioning Agent shall develop commissioning specifications (the "Cx Specifications") for inclusion in the Construction Documents. Schedule for completion of the Cx Specifications shall be commensurate with the

overall Project schedule. The Cx Specifications shall, at a minimum, define the commissioning requirements for each specification section, for a special commissioning specification division, and for each of the systems and equipment to be commissioned, and shall be coordinated for format and content with the project manual developed by the Design Team.

- The Cx Specifications shall include, but shall not be limited to, requirements for commissioning submittals, startup and checkout test plans, functional test development support, pre-functional checklists and functional test execution, training plan development and execution, operations and maintenance manuals, as-built drawings and coordination among subtrades. The training plan shall incorporate any seasonal training for facilities operations staff if required
- The Cx Specification shall specifically include specifications for the start-up protocols, including an identification of any and all equipment or instrumentation needed for measurements during pre-functional testing and functional performance testing, so that these requirements and any specialized equipment or instrumentation will be clearly delineated and provided for in the Construction Documents. These procedures shall also be included in the Design Team's pertinent bid specifications for relevant subcontractors.
- For the 75% Construction Document review and within two weeks of receipt of the documents, the Commissioning Agent shall prepare a Design Review Report which shall include a list of documents reviewed by title and issue number or date as well as a record of issues and findings that require further attention (Issues Log). The Design Review Report and Issues Log shall be submitted to the OPM and Design Team for discussion and resolution. Once acted upon by the appropriate party, each issue shall be back-checked by the Commissioning Agent who shall revise the Design Review Report and Issues Log to include the issue resolution and back-check results and re-issue the report to the OPM and Design Team. Prior to the Bidding Phase the Contractor shall provide a summary of all findings in the Issues Log which are not addressed by the Design Team. The summary shall be provided to the OPM and Design Team.
- Attend four (4) remote/zoom meeting per month with design team and or owner.

### **Construction Phase**

- Develop and Manage Construction Phase Cx Plan and integrate with overall project schedule and Lead Cx Kickoff meeting
- Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.
- Develop and Distribute Construction Checklists
- Project & Commissioning Coordination Meetings
- Field Visits to Verify Installation Checklists
- Review and Verify TAB Reports
- Develop Functional Performance Test Procedures
- Oversee & Document Functional Systems Testing
- Verify Operator & Occupant Training
- Review of required closeout documents (O&M manuals, as built drawings, etc)
- Production of Final Cx Report

## Building Envelope Specific Services:

- The Commissioning Agent in addition to the services mentioned above shall
- Perform field review of in-progress installation at key points in the construction schedule to confirm general conformance with the design documents and sound building practices. Provide field reports including annotated photographs to document the work and identify problems and incorrect installations. Assume six (6) field visits over the course of the building envelope construction focusing on 1) foundation insulation, 2) air & vapor barrier, 3) exterior door, window, and curtainwall installation, 4) thermal insulation, 5) cladding and water management, and 6) roofing systems.
- Whole Building Air Tightness Blower Door Testing
  - Create testing plan
  - Identify:
    - Fan locations and installation methods
    - Exterior reference pressure locations
    - Interior pressure uniformity check locations
    - Mechanical components that need to be sealed
  - Conduct an air tightness test in accordance with the procedure listed in project specifications
    - Seal all mechanical components that penetrate the building listed in the project specifications
    - Create a single zone within the building
    - Install blower door fans throughout the building

## B. Form of Agreement

The successful firm will enter into a Purchase Order Agreement directly with the Owner. This RFP and the proposal provided by the successful firm shall be referenced in the Purchase Order Agreement. The proposals shall include all services as described in this RFP.

## IV. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

### A. Submission Logistics

**One (1) electronic copy** (PDF format) of each firm's proposal must be emailed to the below address on or before 12:00 PM on **1/13/2023**.

Simone Cristofori  
Town of Amherst  
[cristoforis@amherstma.gov](mailto:cristoforis@amherstma.gov)

Questions regarding this request for proposal should be in writing and directed to Will Fernandez, Owner's Project Manager, Colliers Project Leaders by **1/6/2023** at 5:00 PM

Email: [Will.Fernandez@collierseng.com](mailto:Will.Fernandez@collierseng.com)

Answers are to be distributed to all proposers by **1/11/2023** by 12:00 PM via Addenda.

Please name the proposal PDF with the following:

**"Proposal\_JonesLibrary\_[proposer's firm name].pdf"**

## B. Contents of Written Proposals

Care should be taken by the proposing firms to present a succinct but informative proposal. The following is a list of minimum information to be included in the written proposals to be submitted:

1. **Description of Firm:** History and description of the firm, including number of personnel in each discipline and a complete description of in-house services.
2. **Organization:** Proposed project organization, including resumes of key personnel proposed for this project, and an organization chart delineating internal relationships and external consultant responsibilities.
3. **Consultants(if any):** List all consultants / sub-contractors, including their disciplines, which the firm will utilize on this project. A description of each consultant / sub-contractor's firm must be supplied. The Owner reserves the right to approve or refuse all consultants / sub-contractors.
4. **Project Approach:** A narrative outlining the firm's intended approach to the Project and plan for working with the Owner and Owners consultants to ensure a successful project in conformance with the project schedule should be presented.
5. **Similar Project Experience:** Description of similar project experience with Commercial renovations/additions, including at a minimum:
  - Name of Project
  - Owner's Representative and telephone number
  - Identify at least three projects in the last three years that demonstrate the firm's qualifications for all aspects of work included in this RFP.
  - Project Manager
6. **Current Workload:**
  - Name of project
  - Owner's Representative and telephone number
  - Dollar value of the project
  - Project schedule
  - Completion date
7. **Insurance:** List all insurance coverage currently carried by the firm including professional liability and general liability as a minimum.

## C. Cost Proposal

Proposed fees for design services shall be in the form of a fixed lump sum for the project as outlined in Exhibit A - Proposal Form. Provide breakout pricing as noted on the Exhibit A Proposal Form

The fee must be based on the contractual terms included in this RFP and any of the Appendices. Any objections to the contract terms **MUST BE IDENTIFIED WITHIN THE PROPOSAL SUBMISSION.**

Also include hourly billing rates to be used when invoicing optional additional services. Rates for each of the applicable job classifications listed in attached Exhibit C (including consultants and/or sub-contractors) and any other appropriate classifications are to be provided. Secretarial services should be included within these hourly billing rates.



Billing rates for consultants shall be comparable to those listed above.

**V. MISCELLANEOUS CONDITIONS**

**A. Terms**

1. Any and all modifications to the RFP must be written and not oral.
2. The owner reserves the right to reject any and all proposals in whole or in part or to waive any informality in selection if it is determined to be in their best interest.
3. Proposals may be held by the owner for a period not to exceed thirty (30) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of the proposing firm prior to awarding the contract.
4. The proposer is required to prepare its proposal in accordance with the RFP, including any modifying addenda. Proposers must disclose in writing any exceptions to the RFP.
5. Proposers must inform the owner of information concerning any:
  - a. Arbitrations and litigation.
  - b. Criminal proceedings.
  - c. State or local ethics law, regulation, ordinance and /or policy violations.
6. The owner reserves its right to request additional information from proposers, subsequent to the opening of proposals.
7. The proposer is solely responsible for the costs of its proposal.
8. Submitted proposals are the property of The Town of Amherst and will not be returned.
9. The proposer is presumed to have full knowledge of the RFP and any addenda, the project scope or work to be done, and all applicable laws.
10. The making of a preliminary award to a proposer does not constitute a contract and does not provide the proposer with any rights and does not impose upon the Owner any obligations. A proposer has rights, and the Owner has obligations, only if and when a contract is executed by the Owner and the proposer.
11. By offering a submission to this RFP the respondent certifies that it has not divulged to, discussed, or compared its proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever.

**B. Right to Annul or Terminate**

The Owner reserves the right to amend or terminate the RFP at its sole discretion, before or after receiving proposals.



# Request for Proposals

## PROPOSAL FORM

## EXHIBIT A

Legal Company Name	
Address	
Phone	
Email	
Printed Name of Authorized Person Signing for the Company:	
Title:	

Undersigned represents to Owner that it has the following: Minimum OSHA training for onsite personnel, all required licenses for the company and project personnel, the labor and equipment to meet the scope requirements outlined in this Request for Proposal.

I/We, the undersigned, having examined the attached Request for Proposal for Commissioning Services, and having read, understood, and accepted the conditions outlined in the Request for Proposal, each and all of which form a part of this proposal, hereby offer to supply Commissioning Services in strict accordance with the conditions hereto attached and as outlined in this proposal.

<b>Part 1</b>	Mechanical and Electrical Design Lump Sum Fee	\$
Part 1A	Add alternate to include BAS System	\$
Part 1B	Add Alternate to include Plumbing System	\$
<b>Part 2</b>	Mechanical and Electrical Construction and Closeout Lump Sum Fee	\$
Part 2A	Add alternate to include BAS System	\$
Part 2B	Add Alternate to include Plumbing System	\$
<b>Part 3</b>	Envelope Design Lump Sum Fee Lump Sum Fee	\$
<b>Part 4</b>	Envelope Construction and Closeout Lump Sum Fee	\$
	<b>Total Fee:</b>	\$

Please provide staff hourly rates on Exhibit C.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# EXHIBIT B - Qualifications and References Form for Comissioning Services



Project Leaders

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by Jones Public Library for purposes of determining proposer responsiveness and responsibility with regard to the requirements and specifications of the Contract.

<b>Firm Name:</b>			
<b>When Organized:</b>			
<b>Incorporated?</b>	YES / NO	Date & State of Incorporation	

**List all contracts currently on hand, showing contract amount and anticipated date of completion:**

Client	Contract amount	Date of completion

**Have you ever failed to complete a contract awarded to you?\***

YES / NO	If yes, please state where and why below:

**Have you ever defaulted on a contract?\***

YES / NO	If yes, provide details below:

\*Use extra sheet of paper if needed

# EXHIBIT B - Qualifications and References Form for Comissioning Services



Project Leaders

**In the spaces following, provide information regarding contracts completed by your firm similar in nature to this project.**

A minimum of three (3) contracts should be listed.

<b>Project Name #1:</b>			
<b>Owner:</b>			
<b>City / State:</b>			
<b>Dollar Amount:</b>	\$		<b>Date Completed:</b>
<b>Type of Work:</b>			
<b>Contact Person:</b>			<b>Phone #:</b>
<b>Contact Persons Relationship to Project?</b>			

(i.e., manager, purchasing agent, etc.)

<b>Project Name #2:</b>			
<b>Owner:</b>			
<b>City / State:</b>			
<b>Dollar Amount:</b>	\$		<b>Date Completed:</b>
<b>Type of Work:</b>			
<b>Contact Person:</b>			<b>Phone #:</b>
<b>Contact Persons Relationship to Project?</b>			

(i.e., manager, purchasing agent, etc.)

<b>Project Name #3:</b>			
<b>Owner:</b>			
<b>City / State:</b>			
<b>Dollar Amount:</b>	\$		<b>Date Completed:</b>
<b>Type of Work:</b>			
<b>Contact Person:</b>			<b>Phone #:</b>
<b>Contact Persons Relationship to Project?</b>			

(i.e., manager, purchasing agent, etc.)

# EXHIBIT B - Qualifications and References Form for Comissioning Services



Project Leaders

The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Jones Public Library in verification of the recitals comprising this statement of Proposer's qualifications and experience.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# Request for Proposals

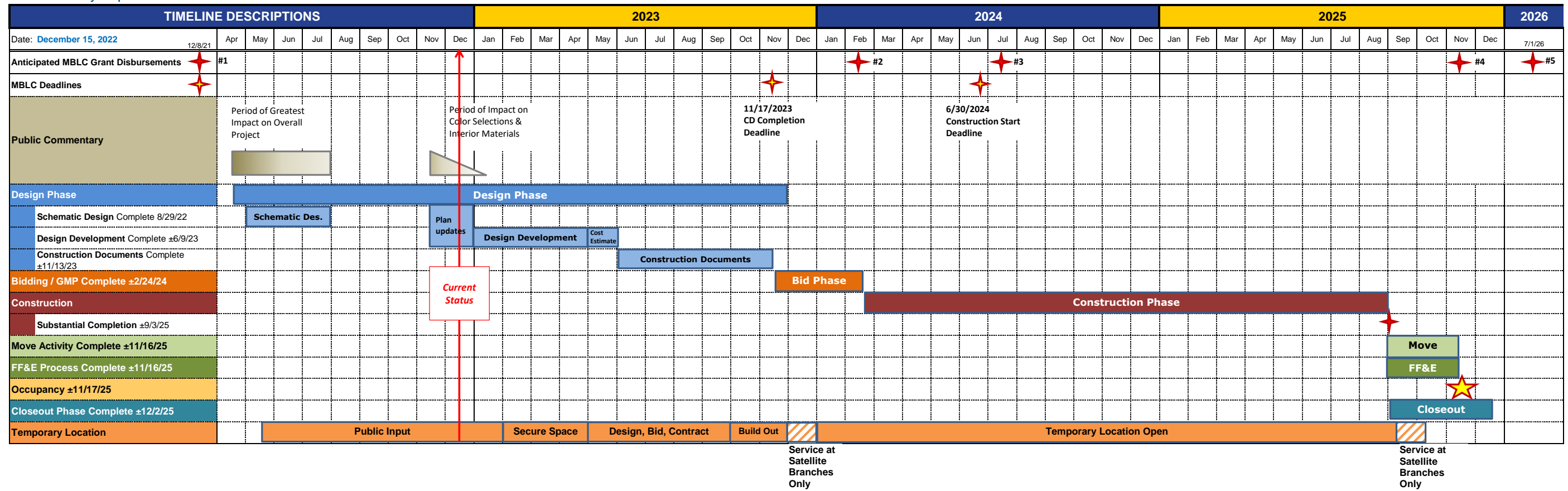
## A. HOURLY RATES

## EXHIBIT C

PERSONNEL		RATE
1	Enter Job / Position Title	\$
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Notes:  
The Hourly Rate table provides various hourly rates for the staff who will work on the projects. The hourly rate shall include typical for each staff member such as driving to and from the job site(s) or meetings, cell phone and computer usage, vehicles, mileage, taxi-cab fares, parking, tolls, insurance, marketing and any other costs incurred (except approved "Reimbursable Expenses").

Town of Amherst  
Jones Library Expansion & Renovation



# EXHIBIT E: SAMPLE AGREEMENT

## OWNER-ENGINEER AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_, between \_\_\_\_\_, with a usual place of business at \_\_\_\_\_, hereinafter called the ENGINEER, and the \_\_\_\_\_, acting by its \_\_\_\_\_, with a usual place of business at \_\_\_\_\_, hereinafter called the OWNER.

The ENGINEER and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Engineer shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as \_\_\_\_\_ (the Project), in accordance with the Scope of Services set forth in Attachment A.

2. Contract Price

The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the not to exceed sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Said sum does not include payment for \_\_\_\_\_ phase services, which shall be compensated according to the schedule set forth in Attachment B. (strike out second sentence if not applicable)

3. Commencement and Completion of Work

- A. It is agreed that time is of the essence of this Agreement. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before \_\_\_\_\_, 200\_\_.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Engineer shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion within the stipulated number of calendar days.



4. Performance of the Work

- A. Direction of the Work: The Engineer shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location. The Engineer shall be solely responsible for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
- (1) The Engineer shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Engineer. Consistent with the standard of care referenced in paragraph A. above, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or his consultants and subcontractors. The Engineer shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the Owner shall not be necessary.
  - (2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.
  - (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
  - (4) The Engineer and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement, including those of the Massachusetts Highway Department and the Department of Environmental Protection.
  - (5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the Owner in its administration of the

Agreement, or by inspections, tests or approvals required or performed by persons other than the Engineer.

- (6) Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Engineer shall become the property of the Owner upon payment in full therefor to the Engineer. Ownership of stamped drawings and specifications shall not include the Engineer's certification or stamp. Any re-use of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the Engineer's rights under this Agreement.

D. Notices, Compliance With Laws:

- (1) The Engineer shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The Engineer shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid.
- (2) If the Engineer observes that any of the Owner's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) In the performance of the Work, the Engineer shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Engineer's Investigation

Upon request of the Engineer, the Owner shall furnish to the Engineer available surveys, data and documents, if any, relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from sources at present available to the Owner. All such

information is furnished only for the information and convenience of the Engineer and is not guaranteed. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the Engineer must satisfy himself as to the correctness of such information. If, in the opinion of the Engineer, such information is inadequate, the Engineer may request the Owner's approval to verify such information through the use of consultants or additional exploration. In no case shall the Engineer commence such work without the Owner's prior written consent. Such work shall be compensated as agreed upon by Owner and Engineer.

6. Payments to the Engineer

- A. The Owner shall make payment to the Engineer, monthly, upon approval of the Engineer's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price.
- C. If the Owner authorizes the Engineer to perform additional services, the Engineer shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the Engineer shall not perform any additional services until such compensation has been so established.

8. Final Payment, Effect

The acceptance of final payment by the Engineer shall constitute a waiver of all claims by the Engineer arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.

- B. Professional Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- C. No Limitation of Rights: The indemnification obligation of Engineer under this paragraph 10 is in addition to, and not in limitation of, any other rights and remedies available to the Owner under this Agreement, at law or in equity.

11. Insurance

- A. The Engineer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the Engineer shall notify the Owner should coverage become unavailable.

- C. The Engineer shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The Engineer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Owner.
- E. The Engineer shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of

insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

G. The Owner reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Engineer. In the event that the Agreement is terminated pursuant to this subparagraph, the Engineer shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Royalties and Patents: The Engineer shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Engineer shall not be responsible to the extent of any loss resulting directly from a particular design, process or the product of a particular manufacturer or manufacturers where the same have been specified solely by the Owner, except that if the Engineer believes or has reason to believe that the design, process or product so specified is or may be an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing, and thereafter the Owner insists in writing on the use of the design, process or product specified.
- B. Assignment: The Engineer shall not assign or transfer any of its rights, duties or obligations under this Agreement without the advance written approval of the Owner, in its sole and absolute discretion.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. Certification of Tax Compliance: By its execution of this Agreement, the Engineer certifies, pursuant to General Laws Chapter 62C, Section 49A and under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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.

ENGINEER:

OWNER:

By its:

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

\_\_\_\_\_

Name:

Title:

\_\_\_\_\_

\_\_\_\_\_

# CERTIFICATE OF TAX COMPLIANCE

No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Social Security or Federal I.D. number

\_\_\_\_\_  
Signature: Individual or Corporate Officer

\_\_\_\_\_  
Date

## PLEASE PRINT

Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_



# 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, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

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Signature of individual submitting bid or proposal

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Name of Business

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ held on \_\_\_\_\_  
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

\_\_\_\_\_ (Name) \_\_\_\_\_ (Officer)

of this company, be appointed and is hereby 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 or obligation in this company's name on its behalf by said officer, under seal of the company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: \_\_\_\_\_  
(Clerk)

Place of Business: \_\_\_\_\_

DATE OF THIS CONTRACT: \_\_\_\_\_

I hereby certify that I am the Clerk of the \_\_\_\_\_

that \_\_\_\_\_ is the duly elected \_\_\_\_\_

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.

\_\_\_\_\_  
(Clerk) (Corporate Seal)