

CITY OF WESTFIELD Barnes Regional Airport

Request for Qualifications

#2351

Engineer/Designer Selection for On-Call Engineering Services Multiple Airport Projects

Awarding Authority: Barnes Regional Airport Commission



July 3, 2012

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the City of Westfield Purchasing Bid & RFP System (www.cityofwestfield.org) for any addenda or modification to this solicitation, if they intend to respond. The City of Westfield accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

TABLE OF CONTENTS

Page Number

I	INTRODUCTION AND BACKGROUND	
	A. Background	
II.	KEY DATES	
III.	SUBMITTAL INSTRUCTIONS	
	A. Instructions to Proposers	
	B. Questions and Clarifications	
	C. Notification of Award	
	D. Operating Agreement	
	E. Insurance Requirements	
	F. Monitoring	
	G. Interview	
	H. Licenses and Permits	
	I. Misc. Information	
	J. Minority or Woman Owned Business enterprise Participation	
IV.	QUALIFICATION REQUIREMENTS	
	A. Minimum Requirements	
	B. Staffing Requirements	
	C. Technical Scope of Services	
	D. Additional Narrative Information	
	E. Miscellaneous Requirements	
	F. Financial Scope of Services	
V.	QUALIFICATION EVALUATION	
	A. Process	
	B. Minimum Criteria	
	C. Comparative Criteria	
VI.	QUALIFICATION SUBMISSION REQUIREMENTS	
	A. Submission	
	B. Contact Information	
APPENDICES		
	APPENDIX A – Certificate of Non-collusion	
	APPENDIX B – State Taxes Certification Clause	
	APPENDIX C – Engineer/Designer Certification	
	APPENDIX D – Rate Structure	
	APPENDIX E – Agreement	
	APPENDIX F – Legal advertisement	
	APPENDIX G – Available Information	
	APPENDIX H - Division of Capital Asset Management,(DCAM)	
	Cities and Towns Application Form	

SECTION I. INTRODUCTION AND BACKGROUND

The Director of Purchasing for the City of Westfield, on behalf of the Westfield-Barnes Regional Airport Commission (Airport Commission) and the Airport Manager, herewith solicits submission of qualifications from qualified firms licensed to do business in the Commonwealth of Massachusetts for professional engineering services and technical advice to assist the Airport Commission and Airport Manager in its planning, design and operational responsibility at the Westfield-Barnes Regional Airport. The projects included in this agreement are locally funded Capital Improvement Projects and State and Federal funded Airport Improvement Program (AIP) projects as assigned. The awarded firm will be responsible for all engineering, planning and design services as assigned. A three (3) year contract for these on-call services is being offered, commencing September 1, 2012.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 7, Section 38A ½ - Section 38M, and all contracts must be strictly awarded in accordance with the requirements of MGL Ch. 7 and this Request for Qualifications (RFQ). Issuance of this Request for Qualifications does not signify the City's submission of this service to the provisions of the Act, and the contract and award will be made at the City's discretion. If it becomes necessary to revise any part of this RFQ or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

The "Awarding Authority" will be the Westfield-Barnes Regional Airport Commission, acting by and through the Director of Purchasing. The Scope of Services listed under Article IV. C, this RFQ and any published addenda to the RFQ, and the Proposer's Response will become part of the Contract between the City of Westfield and the successful proposer.

A. BACKGROUND

The City of Westfield-Barnes Regional Airport

The Westfield-Barnes Regional Airport is a navigational hub, equidistant from Boston, Providence, RI and Albany, NY, with quick and convenient access to Logan, Bradley, and Albany International Airports. It is a GA airport that primarily hosts two corporate maintenance facilities (Gulfstream Aerospace and AirFlyte Inc.) and Military operations. There are no scheduled airline or commuter services.

Located on Routes 10 and 202, the airport is 1.5 miles from Interstate 90, the Massachusetts Turnpike, the main conveyor of cross-state traffic from Eastern Massachusetts and New York State, Interstate 91, just five miles from Westfield, provides direct north-south access to Connecticut, New Hampshire and Vermont. The Westfield-Barnes Airport is a large general aviation airport located in the Pioneer Valley of Western Massachusetts. There are approximately 65,000 annual operations and 150 based aircraft. The airport is home to the 104th Massachusetts Air National Guard Fighter Wing, 226th Massachusetts Army National Guard Helicopter Unit, and numerous aviation related companies, which employ approximately 600 people. There are numerous industrial developments underway adjacent to airport property including a Lowes distribution center and Target distribution center.

The Airport is owned and operated by the City of Westfield. An innovative Airport Commission dedicated to pursuing the development of the airport and its services to meet the growing needs of business and industry governs the Airport.

SECTION II. KEY DATES

Key dates : (some of these dates are tentative and subject to change)

July 3, 2012	RFQ advertised in the Republican
July 3, 2012	RFQ available on Purchasing Page on City Website, www.cityofwestfield.org
July 4, 2012	RFQ advertised in the Central Register
July 18, 2012	Last date for questions to be submitted to Purchasing
July 31, 2012	Qualifications Due 2:00 PM, Purchasing Office
Week of August 20th	Interview Period (date subject to change)
Within 30 Days	Award to best proposer
October 1, 2012	Contract period to begin (date subject to change)

SECTION III. QUALIFICATION INSTRUCTIONS

A. INSTRUCTIONS TO PROPOSERS

1. The City may cancel this RFQ, in whole or in part, or may reject all qualifications submitted in response, or may procure only some goods and/or services outlined in this RFQ whenever such action is determined to be fiscally advantageous to the City or if it is otherwise in the best interest of the City.
2. The City may request that supplementary information be furnished to assure the City that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by the awarding authority in the appendices attached. All qualifications shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications rising from these documents shall be submitted to the City Purchasing Director in writing [t.tefft@cityofwestfield.org]. They must be submitted in accordance with section II “Key DATES”.
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Qualifications by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the qualification as being unresponsive.
6. The proposer shall sign the qualification correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the qualification will sign the document.

7. Proposers may correct, modify or withdraw the original qualifications on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the qualification will not be accepted. A proposer who wishes to withdraw a qualification must make a request in writing.
8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her qualification.
9. It is understood that the Engineer/Designer's Qualification to the City to provide said services and products will remain valid for 90 days past the submission deadline.
10. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
11. It is understood that the proposer has submitted the Qualification in good faith and has not colluded with any other individuals, firms, or corporations in creating the qualification to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).
12. All costs involved in preparing the Qualification will be borne by the vendor; the City, will not be liable for any costs associated with the creation of the Qualification. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
13. All responses are to include a statement that the Qualification is in accordance with this Request for Qualifications and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
14. Qualifications, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
15. Any qualification received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened qualifications will be returned to the proposer.
16. The evaluation of the qualifications will be conducted by a Review Committee appointed by the Mayor. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFQ and shall be final.
17. The qualifications will be opened on the date and at the time stated in the "Legal Advertisement" the name of the person or organization submitting a qualification will be read and recorded. The contents of all submittals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of qualifications will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded.
18. Any contract resulting from this RFQ shall be awarded to the proposer whose Qualification is deemed to be the most Highly Advantageous to the City. The Review Committee will be the sole judge in determining whether a vendor's qualification satisfies the requirements of this RFQ and whether or not the Qualification will prove advantageous to the City. The selected

vendor will be under contractual agreement to the City and the City per the attached contract document and Operating Agreement.

19. Response to this Request for Qualifications acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Qualifications will be written into the successful Engineer/Designer's qualification as part of the system contract. IF THE ENGINEER/DESIGNER'S QUALIFICATION DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS REQUEST FOR QUALIFICATIONS, OR IF AN ITEM IS NOT UNDERSTOOD IN ANYWAY, A COPY OF THAT SECTION OF THE REQUEST FOR QUALIFICATIONS MUST THEN BE INCLUDED IN THE QUALIFICATION AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

B. QUESTIONS AND CLARIFICATIONS

Questions requiring clarification shall be submitted in writing, emailed or faxed to the Director of Purchasing prior to **the date indicated in Section II, Key Dates**, in order to afford the City adequate time to respond with a correction or additional information prior to the deadline for submission of qualifications. Should it be found necessary, a written addendum will be incorporated into the RFQ and will become part of the contract. Those who have received a copy of the RFQ will be notified of such changes.

C. NOTIFICATION OF AWARD

All proposers will be notified of the selection decision within approximately 90 days of the date qualifications are due to the City unless otherwise notified by the City. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the qualification is valid.

D. OPERATING AGREEMENT

This Request for Qualifications, as well as the selected Engineer/Designer's submittal, and any addenda to that RFQ will become part of the final contract.

The contract shall be subject to **force majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of the non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Municipality. In the event that the extension is not possible, the provider may be required to rebate the Municipality a portion of the fee.

It is agreed, however, that since the performance dates of this contract are important to the implementation of the requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract."

E. INSURANCE REQUIREMENTS

See Section Fourteen (14), Sample Contract attached hereto.

F. MONITORING

On a regular basis, the Airport Manager or designee will review the Engineer/Designer's performance and inform the Engineer/Designer if there are any issues associated with the service provided by the Engineer/Designer. In light of serious infractions, illegal activities, failure to perform in accordance with industry standard or potential harm to the environment, the Airport Manager or his designee will have the authority to cease any and all proposer services at any time.

G. INTERVIEW

After their review of firm qualifications, the Review Committee will interview a selected short list of the most qualified, responsive and responsible proposers. Proposers whose submittals are determined to be not advantageous or that did not meet the minimum requirements will not be interviewed.

In accordance with those interviews, the Review Committee will then rank those finalists and make a recommendation of award to the Westfield-Barnes Regional Airport Commission as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services. If the Westfield-Barnes Regional Airport Commission, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top ranked finalist, the Westfield-Barnes Regional Airport Commission, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Westfield-Barnes Regional Airport Commission.

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

You should be prepared to meet week indicated in **Section II, Key Dates**. The City reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

H. LICENSES AND PERMITS

The proposer is responsible for attaining and holding in good standing all relevant licenses and certificates associated with the completion of these services. Evidence of these requirements is to be made part of the qualification submittal. If a permit is not currently held or the application process is pending, the contractor should indicate such. The City reserves the sole right to decide if the contract may be awarded to the contractor despite the failure to produce the actual permits or copies thereof. Licenses and permits must be held in force throughout the terms of the services as contracted.

The firm should be experienced with Massachusetts Public Procurement and Construction Laws and Procedures and Federal Aviation Administration (FAA) and Massachusetts DOT Aeronautics Division (MASSDOT) rules and regulations. The names of the Engineer/Designer's key staff must be submitted along with their resumes. The individuals listed shall attend the interview. The design firm must have sufficient staff to undertake and complete the projects as assigned in a timely manner.

I. MISCELLANEOUS INFORMATION

The qualification submittals will be accepted until **2:00 pm on July 31, 2012**. They shall be delivered to the City of Westfield City Hall, Purchasing Office, 59 Court Street, 1st floor, Westfield, MA. 01085.

All information acquired by the Engineer/Designer from the municipality or from others at the expense of the municipality in performance of the agreement, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the proposer for delivery to the City shall be and remain the property of the City.

The Engineer/Designer agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the City.

J. MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit qualification s in response to the Request for Qualifications (RFQ). For the purposes of this RFQ, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's qualification is submitted.

The City of Westfield strongly encourages firms to utilize WBE/MBE firms as their sub-consultants.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at (617) 727-8692.

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

EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

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

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

The contractor by signing the contract offered by the City agrees to abide by the above paragraph to the best of his/her ability.

SECTION IV. QUALIFICATION REQUIREMENTS

A. MINIMUM REQUIREMENTS

The Selection Board/Review Committee shall reject qualifications which do not meet the following certain minimum requirements:

1. Submitting engineering/design firm must have a minimum of five years experience in design, engineering and planning services for Airports, preferably in Massachusetts.
2. Submitting engineering/design firm must submit completed DSB2011 form with qualification submittal.
3. The qualification must be from an established business, corporation, partnership or firm that normally furnishes such services as the principal business for which the corporation or firm is formed. A description of the business including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required.
4. Knowledge of, and experience in, legal and administrative requirements, procedures, and practices related to the design, planning, engineering, funding, construction at municipal airports, Massachusetts public building and procurement laws, and FAA and MASSDOT rules and regulations.
5. Possess all necessary current licenses and registrations, either within the firm or through independent consultants, to qualify under Massachusetts law to perform the function of the ENGINEER/DESIGNER.
6. Not be debarred under M.G.L., chapter 149, section 44C or disqualified under M.G.L., chapter 7, section 38D.
7. All qualifications shall be submitted to the Purchasing Department as stated in "Legal Advertisement"- Appendix F. Each qualification shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
8. The qualification must be received in the Purchasing Office before the deadline for receipt of qualifications as required by this Request, and must be complete (must include or address all items specified in Section VI -- Qualification Submission Requirements).
9. The proposer must have signed both the Certificate of Non Collusion (Appendix A), State Taxes Certification Clause (Appendix B), and Designer Selection Application and include them in the qualification package.
10. The qualification must be signed by an agent of the company who has authority to bind the company to a firm bid price.
11. All responses are to include a statement that the Qualification is in accordance with this Request for Qualifications and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

B. STAFFING REQUIREMENTS

1. The Proposer must set forth the staffing to be utilized for this service. Include resumes for all proposed personnel, including subcontractors.
2. Provide for each individual, their qualifications, professional registration.

Name
Work Assignment
Responsibilities

3. Contractors must be prepared to contractually commit all individuals as submitted in their qualification, to this service. Any deviation from the proposed individuals will constitute a breach of agreement to any contractual agreement, which may result from this Request for Qualifications.
4. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the Engineer/Designer's staffing as outlined in the qualification will be subject to the approval of the City. The Airport Manager or his designee shall notify the Engineer/Designer within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the City.

C. TECHNICAL SCOPE OF SERVICES

Professional engineering/design services and technical advice to assist the Airport Commission and Airport Manager in its planning, design and operational responsibility at the Westfield-Barnes Regional Airport. The projects included in this agreement are locally funded Capital Improvement Projects and State and Federal funded Airport Improvement Program (AIP) projects as assigned. The awarded firm will be responsible for all assigned engineering, planning and design services. A three (3) year contract for these on-call services is being offered. The Airport reserves the right to bid out selected projects and requirements at their option, if desired. The on-call firm awarded this contract will be able to submit a proposal for those services.

The services and advice to be provided by the selected firm may include, but will not be limited to the following:

1. Preparation of studies for improvements or alterations to the airport facilities;
2. Preparation of proposals, certifications, grants, applications or other materials for submission to the various departments of the Federal Aviation Administration, the MASSDOT Aeronautics Division, and the City of Westfield as may be required;
3. Advising the WBRAC and Airport Manager as to its existing and future airport capital improvement projects, facilities planning, and airport construction projects involving both public and private funding; and
4. Preparation of preliminary or final designs and construction specifications for proposed

airport facilities or for alterations to existing facilities such as runways, taxiways, aprons, vertical construction, (air traffic control towers, aircraft hangars, automobile parking structures, etc.) lighting systems, security and safety devices, navigational aids, vehicular access routes, and auto parking. A detailed scope of services and associated fee will be developed for each project to be undertaken by the selected firm, regardless of the funding source. The Airport Commission and Airport Manager will review and approve the scope of services and fee prior to any work being performed. Procedures required by the FAA and MAC will be followed with regard to only those projects or part(s) thereof which are eligible for FAA and/or MASSDOT funding.

POTENTIAL PROJECTS TO BE INCLUDED IN THIS ON-CALL AGREEMENT:

See attached Airport CIP Plan.

D. ADDITIONAL NARRATIVE INFORMATION

1. Summarize what you believe your business offers that are unique from other businesses in this field.
2. List the anticipated amount of support services and/or documents the Westfield-Barnes Regional Airport would be required to provide.

E. MISCELLANEOUS REQUIREMENTS

Public Relations The City and the Engineer/Designer shall cooperate in maintaining good public relations throughout the period of this project. The Engineer/Designer may be asked to conduct a public information program that addresses the scope and objective of the project. This would be negotiated directly with the Airport Manager, should the need arise. The business principle or a representative of the firm given the contract may be required to meet privately or publicly with the Westfield-Barnes Regional Airport Commission as required to address any concerns or to provide timely updates.

F. FINANCIAL SCOPE OF SERVICES-Separate Sealed Envelope

Proposing firms shall include a detailed rate schedule with their submittal.

The selected Engineering/Design firm will submit a detailed scope of services and total project design fee to be negotiated at the commencement of each project based upon the negotiated rates that will be set forth in the contract.

SECTION V. QUALIFICATION EVALUATION

A. PROCESS

The Review Committee for this project will be appointed by the Mayor, working with the Director of Purchasing, the Airport Manager and the Westfield-Barnes Regional Airport Commission.

1. The procurement office will review all qualification submittals to make sure minimum requirements are met. Those qualification submittals that meet all of the minimum requirements as outlined in this RFQ, and are determined to be both responsive (those that offer all of the services requested in the RFQ and contain all of the required information and forms properly completed) and those that are

responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed by the Review Committee using the selection criteria outlined in this section.

2. The Review Committee will select the highest ranked submittals by proposers in accordance with the comparative evaluation criteria listed in Section V.B below (3 minimum), to be interviewed jointly by the Review Committee and other officials deemed appropriate
3. After the interview process, the committee will rank each of short listed firms based on the evaluation criteria, the presentation of the firm and the interview, and then make a recommendation of award to the Westfield-Barnes Regional Airport Commission as the awarding authority on this project. If the Westfield-Barnes Regional Airport Commission is unable to negotiate a contract, including the fee schedule, with the top ranked finalist, the Westfield-Barnes Regional Airport Commission will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Westfield-Barnes Regional Airport Commission.
4. The City reserves the right to award the contract to the responsive and responsible qualification submittal which best meets the City's needs, taking into account firm qualifications, submittal quality and evaluation criteria. The awarding authority's decision or judgment on these matters shall be final. The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each qualification. Each of the criteria may contain ratings of:

Unacceptable
Not Advantageous
Advantageous
Highly Advantageous

An "Unacceptable" rating in any one of the criteria may eliminate the qualification from further consideration.

The City reserves the right to award the contract to the responsive and responsible firm which best meets the City's needs, taking into account quality and rate structure.

B. Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria will result in immediate rejection of the qualification.

1. Minimum Requirements: Vendors must meet the minimum requirements as specified in Section IV - A.

C. Comparative Evaluation Criteria

Responding firms are to address each of the following criteria in a clearly labeled section of their response and in the same order.

1. The Firm:

Firm Background and Capability: to perform all of the aspects of the projects

Unacceptable: Less than five (5) years of experience in providing similar engineering/design services to Massachusetts Airports with documented examples of such services.

Advantageous: five (5) to eight (8) years of experience in providing similar engineering/design services to Massachusetts municipalities with documented examples of such services.

Highly Advantageous: More than eight (8) years of experience in providing similar engineering/design services to Massachusetts municipalities with documented examples of such services.

- 2. Recent Relevant Experience:** with projects comparable to the proposed projects specifically for Airports in Massachusetts.

Not Advantageous: Firm has municipal airport engineering/design experience, but no municipal airport engineering/design experience within Massachusetts.

Advantageous: Firm has municipal airport engineering/design experience within Massachusetts that is current (within the past 5 years, less than 3 similar projects have been successfully completed in Massachusetts).

Highly Advantageous: Firm has municipal airport engineering/design experience within Massachusetts that is current (within past 5 years). More than three (3) projects of similar type have been successfully completed within Massachusetts.

- 3. Experience with Federal and Massachusetts (FAA/MASSDOT) Airport Improvement Projects (AIP).**

Unacceptable: Firm has no experience with FAA/MASSDOT Airport Improvement projects.

Acceptable: Firm has experience with one (1) to five (5) FAA/MASSDOT Airport Improvement projects. (provide specifics)

Advantageous: Firm has experience with six (6) to ten (10) FAA/MASSDOT Airport Improvement projects. (provide specifics)

Highly Advantageous: Firm has experience with more than ten (10) FAA/MASSDOT Airport Improvement projects. (provide specifics)

- 4. Current Firm Capacity:** list significant current work and work completed in the last five (5) years, as well as projects in-house but not yet begun; quantify.

Unacceptable: No or limited current work listed.

Not Advantageous: Firm capacity may be challenged by current work load when taking on this new assignment.

Advantageous: Firm capacity appears to be able to handle this assignment with the given work load.

Highly Advantageous: Firm capacity can easily handle this assignment with their given work load.

- 5. References:** Provide references with contact names and valid phone numbers of other clients whereby similar work has been performed.

Unacceptable: References are not provided.

Not Advantageous: References provided are not related to similar project type.

Acceptable: At least three (3) references are from similar project experience.

Advantageous: More than (3) three and less than five (5) references are provided from similar project types.

Highly Advantageous: More than Five (5) references are provided for similar project types.

6 Staffing:

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

Unacceptable - No staffing plan or team organization provided.

Not Advantageous - The staffing information provided may meet the City's needs, but the organization plan provided is not clear enough to make a determination of roles and responsibility.

Acceptable - The staffing and team organization information provided will adequately meet the needs of the City.

Advantageous - The staffing information and team organization plan provided will meet the needs of the City, and shows the proposer's commitment to the project by providing an experienced team of quality professionals with defined roles.

Highly Advantageous - The staffing information and team organization provided will exceed the needs set forth by the City and shows the proposer's commitment to putting their best and most experienced staff and resources into this project. Project roles and responsibility are clearly defined.

7. Project Discussion & Scope of Work:

- a. **Project Understanding & Challenges**
- b. **Project Approach**

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

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

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

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

8. **Proposer's past schedule performance history:** demonstrated past performance with a discussion of rationale behind the history that communicates the firm's understanding of project reality.

Unacceptable: No history included.

Not Advantageous: Two (2) or less case-studies showing proposed schedule and actual project schedule.

Acceptable: Three (3) to five (5) case studies showing proposed schedule and actual schedule.

Advantageous: More than five (5) case studies showing proposed and actual schedules.

Highly Advantageous: More than five (5) case studies with examples included of similar types of projects showing proposed schedules and actual project timelines.

9. Proposed Value Engineering & Cost Estimating Process: Explain process to control project and construction budget

Unacceptable: Qualification did not address the VE and estimating process.

Not Advantageous: The response indicates the proposer may meet the cost estimating process needs, but the process is not clear enough to make a determination. The Project's cost estimating process does not instill confidence in the firm to complete the project within the given budget.

Acceptable: The response provided indicates the proposer will meet the project budgets as assigned. The firm understands the budget control process.

Advantageous - The response provided indicates the proposer will meet the project budget and will more than adequately meet the needs of the City. The firm fully understands and has demonstrated a budget control process and instills confidence that it will work to maintain project budget controls to keep costs in line with the original budget.

Highly Advantageous - The response provided indicates the proposer will exceed the needs of the City. The firm fully understands the budget control process and is creative in its approach that will insure success in staying within budget guidelines. The firm understands the budget control process and has the team to insure its success.

10. Budget Management History: list project history of budget and final actual costs with dates. Include discussion of rationale behind the history that communicates the firm's understanding of project realities.

Unacceptable: No history included.

Not Advantageous: Less than three (3) case-studies with proposed budget and actual costs included for similar size projects; discussion of rationale behind the history.

Acceptable: Three (3) to Five (5) case studies demonstrated with proposed budget and actual costs included for similar size projects; discussion of rationale behind the history.

Advantageous: More than five (5) case studies demonstrated showing proposed and actual history for similar sized projects; discussion of rationale behind the history.

Highly Advantageous: More than five (5) case studies demonstrated showing proposed and actual history with at least three (3) of which involving similar sized projects.

11. Response to Additional Narrative Information

Summarize what is unique about your firm.

a. List support services and/or required documents required by your firm of the City.

Unacceptable – Proposer did not address Additional Narrative Information section.

Not Advantageous – Qualification did not adequately respond to all additional Narrative Information as requested.

Advantageous – Qualification was responsive, adequately responded to additional Narrative Information requested, appeared consistent with project intent, and responded to needs expressed by the documents in all areas

Highly Advantageous - Qualification was very responsive, thoroughly responded to additional Narrative Information requested, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

12. General Impression of Qualification

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

Not Advantageous - Response is informative, meets the criteria for responsiveness. Reviewer feels qualification reflects that proposer is able to perform in a manner acceptable to the City but was not overly impressed by proposer's expression of ability.

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

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

Work References

(Proposers will be evaluated based upon the answers to the questions posed to references as outlined below).

Reference Check List of Questions:

- 1) Did this Engineer/Designer provide the specified services for you or for the community? When? Do you currently use the Engineer/Designer for that service?
- 2) Did the Engineer/Designer perform the work requested in accordance with the terms of the written contract? If not, where were there deviations?
- 3) How would you describe the working relationship between the Engineer/Designer and City officials and/or lead members of the contracting body?
- 4) How was their performance to cost estimate and schedule?
- 5) Did the Engineer/Designer adhere to the rules and regulations associated with your business relationship?
- 6) Overall, on a scale of one to ten, how would you rate the Engineer/Designer's performance?
- 7) Would you retain this Engineer/Designer's services on future projects?

SECTION VI. QUALIFICATION SUBMISSION REQUIREMENTS

A. SUBMISSION

Qualifications shall be submitted in a sealed envelope containing an original and five (5) copies marked **“Engineer/Designer Selection – On Call Airport Engineering Services”**. They must be received per the time frame outlined in the legal advertisement- (appendix F). It is the sole responsibility of the proposer to insure that the qualification submittal arrives on time and at the designated place.

Within your Qualification submittal, please supply each of the following items and clearly structure and label your Qualification

- 1) Cover Letter including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
- 2) Attach Financial Statement for two previous calendar years attested by a CPA or Bank Officer. In respect of confidentiality, this may be submitted (one copy) in a separate envelope. This information will only be used if financial information provided in qualification is not adequate to communicate financial capabilities. If you do not provide financial statements, you must include a letter to that effect and provide some other means to determine the financial status of your company.
- 3) You must submit your Financial Services Package in a separate sealed envelope

B. CONTACT INFORMATION

Clarification and interpretations of this Request for Qualifications must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is as stated in Section II, Key Dates. After that day no requests or questions will be accepted. Please contact the City of Westfield for clarification of this Request for Qualifications, direct all inquiries regarding the plan to:

Tammy Tefft, MCPPO
Director of Purchasing
City of Westfield
59 Court Street
Westfield, MA 01085
Phone. (413) 572-6254
Fax: (413) 572-1708
Business Hours: 9:00 a.m. – 5:00 p.m. Monday through Friday
t.tefft@cityofwestfield.org

CITY OF WESTFIELD

CERTIFICATE OF NON COLLUSION

The undersigned certifies under penalties of perjury that this bid or qualification 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.

FIRM _____

SIGNATURE _____

ADDRESS _____

NAME (print) _____

TITLE _____

TELEPHONE _____

DATE _____

CITY OF WESTFIELD

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law, I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

_____	BY: _____
* Signature of individual or	Corporate Officer
Corporate Name (Mandatory)	(Mandatory, if applicable)

**Social Security # or Federal Identification #

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

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

**City of Westfield
Westfield-Barnes Regional Airport**

ENGINEER/DESIGNER CERTIFICATIONS
[Required by MGL Chapter 7, Section 38A1/2 (e)]

The undersigned certifies under the penalties of perjury:

1. That the ENGINEER/DESIGNER has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the Contract for design services; and
2. That no Engineer/Designer to or subcontractor for the ENGINEER/DESIGNER has given, offered or agreed to give any gift, contribution or offer of employment to the ENGINEER/DESIGNER, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Engineer/Designer or subcontractor of an Contract by the ENGINEER/DESIGNER; and
3. That no person, corporation or other entity, other than a bona fide full time employee of the ENGINEER/DESIGNER, has been retained or hired by the ENGINEER/DESIGNER to solicit for or in any way assist the ENGINEER/DESIGNER in obtaining the Contract for design services upon an Contract or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the ENGINEER/DESIGNER; and
4. That with respect to contracts which exceed ten thousand dollars or which are for the design of a building for which the budgeted or estimated construction costs exceed one hundred thousand dollars that the ENGINEER/DESIGNER has internal accounting controls as required by MGL Chapter 30 Section 39R (c), and that the ENGINEER/DESIGNER has filed and will continue to file an audited financial statement as required by MGL Chapter 30 Section 39R (d).

Firm _____ **Signature** _____

Address _____ **Name (print)** _____

_____ **Title** _____

Telephone _____ **Date** _____

PRICE SUBMITTAL - Rate Structure Must be Submitted in Separate Sealed Envelope

Attach to this pricing sheet a complete rate structure including all hourly rates by discipline/position and any other associated charges for additional services, including engineering disciplines, you must include your fee mark up and your calculations for expenses, rates not included in this sheet will not be reimbursed by the City.

The fee for the services for each project shall be negotiated with the successful firm based on the rates above failure to identify a fee will result in the City not paying for that service

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____ **Fax:** _____

Email: _____

**CITY OF WESTFIELD
REQUEST FOR QUALIFICATIONS
AIRPORT ON-CALL ENGINEERING, PLANNING & DESIGN SERVICES**

The Director of Purchasing for the City of Westfield, on behalf of the Westfield-Barnes Regional Airport Commission (Commission) and the Airport Manager, herewith solicits submission of qualifications from qualified firms licensed to do business in the Commonwealth of Massachusetts for professional engineering services and technical advice to assist the Commission and Airport Manager in its planning, design and operational responsibility at the Westfield-Barnes Regional Airport. The awarded firm will be responsible for all assigned engineering, planning and design services as assigned. A three (3) year contract for these on-call services is being offered.

The contract and its award process are subject to the Uniform Procurement Act pursuant to the Massachusetts General Laws Chapter 7, Section 38A ½ - Section 38M. The issuance of this Request for Proposal is in compliance with the provisions of the Act, and the contract and award will be made at the City's discretion. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

Responses are due on July 31, 2012, 2:00 p.m. in the Purchasing Office, City Hall, 1st Floor, 59 Court Street, Westfield, MA 01085. The firm will be selected within approximately 90 days. The Request for Qualifications shall be available at the Purchasing Office beginning immediately, Telephone (413) 572-6254 (Monday through Friday from 9:00 a.m. to 5:00 p.m., excluding holidays). Qualifications will be opened on July 10, 2012, 2:00 pm in the office of the Purchasing Office. The opening of the responses is not public. All responses must be received in a sealed envelope properly marked prior to the deadline.

An interview will be conducted with qualified short listed proposers who are deemed Highly Advantageous or Advantageous during the evaluation of the qualifications. The City reserves the right to reject any or all qualifications when it deems it to be in the best interest of the City.

AVAILABLE INFORMATION

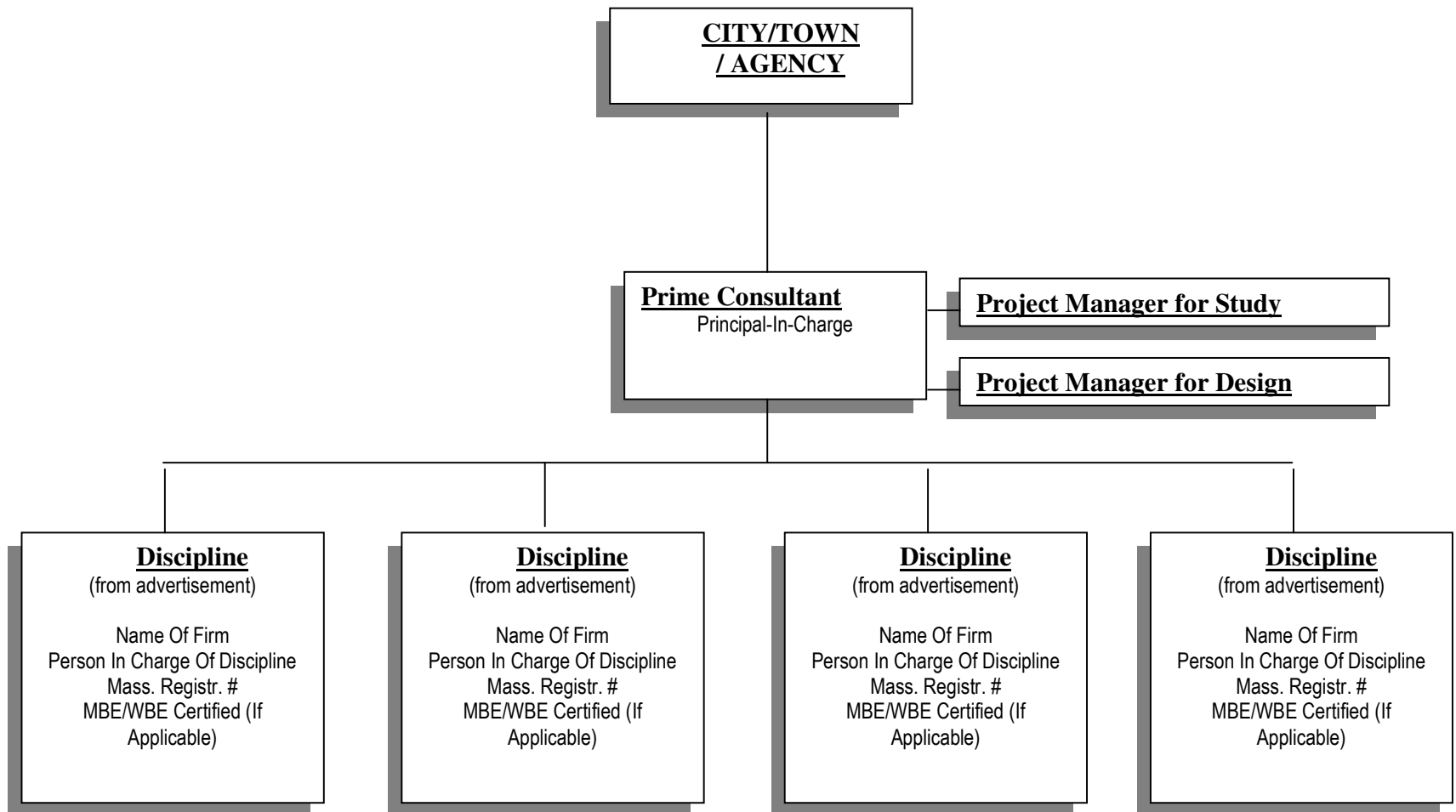
Attached is the current available information on the Capital Improvement Plans for the Airport.

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2011)	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:		3e. 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): Email Address: Telephone No: Fax No.:		3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>					
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):							
Admin. Personnel	_____ (_____)	Ecologists	_____ (_____)	Licensed Site Profs.	_____ (_____)	Other	_____ (_____)
Architects	_____ (_____)	Electrical Engrs.	_____ (_____)	Mechanical Engrs.	_____ (_____)		_____ (_____)
Acoustical Engrs.	_____ (_____)	Environmental Engrs.	_____ (_____)	Planners: Urban./Reg.	_____ (_____)		_____ (_____)
Civil Engrs.	_____ (_____)	Fire Protection Engrs.	_____ (_____)	Specification Writers	_____ (_____)		_____ (_____)
Code Specialists	_____ (_____)	Geotech. Engrs.	_____ (_____)	Structural Engrs.	_____ (_____)		_____ (_____)
Construction Inspectors	_____ (_____)	Industrial Hygienists	_____ (_____)	Surveyors	_____ (_____)		_____ (_____)

Cost Estimators	_____ (_____)	Interior Designers	_____ (_____)	_____ (_____)	_____ (_____)
Drafters	_____ (_____)	Landscape Architects	_____ (_____)	_____ (_____)	_____ (_____)
				Total	_____ (_____)

5. Has this Joint-Venture previously worked together? ☐ Yes ☐ 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 And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



<p>7. Brief Resume Of ONLY Those Prime Applicant and Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form and Limit Resumes To ONE Person Per Discipline Requested In The Advertisement. 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.</p>	
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"/> </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"/> </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)					

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.
	Total Construction Cost (In Thousands)

# of Total Projects:			# of Active Projects:	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.				

* 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 ½" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>							
Be Specific – No Boiler Plate								
11.	Professional Liability Insurance:							
	Name of Company	Aggregate Amount	Policy Number	Expiration Date				
12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).							
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:							
	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
	a.				d.			
	b.				e.			
	c.				f.			
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors:							
	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
	a.				d.			
	b.				e.			
	c.				f.			
15.	Names Of All Owners (Stocks Or Other Ownership):							
	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline

a.
b.
c.

d.
e.
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 7, Section 38A1/2 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

CITY OF WESTFIELD
Sample Contract # _____

Contract for Design/Engineering Services

PROJECT TITLE: **On Call Airport Engineering/Design Services**

PROJECT TYPE: **Engineering/Design Services**

PROJECT COST: **Per Attached Fee Structure**

This AGREEMENT is made under seal the _____ day of _____ in the year Two Thousand and Twelve, between the City of Westfield hereinafter, the AWARDING AUTHORITY, and _____, with an address of _____ acting as PROJECT ARCHITECT/ENGINEER.

ARTICLE 1: DEFINITION OF TERMS

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

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

ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS

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

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

- 3.1 The Awarding Authority shall furnish to the Designer available surveys of the project site, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.
- 3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior written authorization of the Awarding Authority.

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

ARTICLE 4: COMPLIANCE WITH LAWS

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

ARTICLE 5: PROFESSIONAL RESPONSIBILITY

- 5.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates, construction services, and other work furnished by him or his consultants and subcontractors as specified in the individual Scopes of Work which will be negotiated per project based on the fee schedule:

The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and

shall meet the approval schedule and submittal dates established during the course of this AGREEMENT.

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

- 5.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking and reviewing by the Awarding Authority will not be necessary. Any changes, corrections, additions or deletions made by the Awarding Authority shall be incorporated in the design of the Project unless detailed objections thereto are received from the Designer and approved by the Awarding Authority.
- 5.3 The Designer shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.
- 5.4 Neither the Awarding Authority's review, approval or acceptance of, nor payment for any of the services furnished shall be construed to operate as a waiver of any rights under the AGREEMENT or any cause of action arising out of the performance of the AGREEMENT.
- 5.5 The Designer shall indemnify, and hold harmless the City, officers, and all employees from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses arising out of the Designer's breach of the Agreement or the negligence or misconduct of the Designer or the Designer's agents or employees to the extent that they arise directly or indirectly from the contract. The designer shall be solely responsible for all taxes or contributions imposed or required under the Social Security, Workers compensation, and income tax laws. This shall not be construed as a limitation on the Contractors liability under the Agreement or as otherwise provided by law.

ARTICLE 6: DESIGNER SERVICES

6.1 DESIGN AND CONSTRUCTION

1. Phase 1. – Definition Phase

The Designer shall submit to the Awarding Authority for approval a memo of project understanding.

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

2. Phase 2. - Bidding Documents

Upon receipt of a Notice to Proceed from the Awarding Authority for Phase 3 of the Project, the Designer shall meet as necessary with the Awarding Authority, and shall prepare and submit to the Awarding Authority complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Such working plans and specifications and cost estimates shall be subject to the written approval of the Awarding Authority. The Designer shall furnish to the Awarding Authority for approval three (3) sets of the said plans, specifications and construction cost estimates.

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

Upon written approval of Construction Contract Documents, and a Notice to Proceed, the Designer shall prepare the final Construction Contract Documents, and shall prepare all addenda. An electronic copy of prints & specs shall be provided to the City at no additional charge. All services shall be in accordance with the requirements of the General Laws relating to public construction projects.

If the bid of the lowest responsible and eligible bidder exceeds the Fixed Limit of Construction Cost as defined during the design phase, if any, the Awarding Authority shall have the option to (a) give written approval of an increase in such Fixed Limit, or (b) re-bid the Contract within a reasonable period of time, In the case of (b), the Designer may in connection with such revisions make reasonable adjustments in the scope of the Construction Contract or quality of the work allowed therein subject to the written approval of the Awarding Authority, which approval shall not be unreasonably withheld, the Designer shall be entitled to a pre-negotiated and approved additional compensation for such services.

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

3. Phase 3 - Designer's Services During Construction

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

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

The Designer shall receive and review, in connection with its review of the Contractor's applications for payment, the weekly payroll records required to be submitted by the Contractor pursuant to G.L. c.149, §27B. Such review shall be for the purpose of determining that the amount of wages paid to laborers employed on the project is no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The Designer shall maintain, as part of the project records, one complete copy of all such payroll records, and shall transmit to the Owner, upon completion of the review provided for herein, the original weekly records as submitted by the Contractor. The Designer shall promptly notify the Owner if (1) any payroll records submitted by the Contractor do not represent payment of at least the applicable prevailing wage rates established for the project or (2) the Designer knows or has reason to believe that the weekly payroll records submitted by the Contractor do not accurately represent the wages actually paid to laborers employed on the project and that the Contractor is not paying said laborers at least the amount of said prevailing wage rates.

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

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

ARTICLE 7: DESIGNER'S BASIC FEE

- 7.1 For the performance of all services required under the terms of this AGREEMENT and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with the lump sum fee for this project. The fee for this project is:
_____ per ATTACHMENT B.
- 7.2 If there is a material change in the scope of services provided in this agreement, the Designer and the Awarding Authority will mutually agree to an adjustment in the Designer's Basic Fee. Delay of one year or more by the Awarding Authority

plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services.

- 7.3 The basic fee shall be paid to the Designer in accordance with Attachment B to this agreement. Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

ARTICLE 8: ADDITIONAL COMPENSATION

- 8.1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) making measured drawings of existing construction facilities when required for planning additions, or alterations thereto; (2) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority, and preparation of change orders related thereto; (3) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (4) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (5) providing services after final payment to the contractor; (6) revising working plans and specifications submitted in their final and complete form for which bids were not received within six months after submission; (7) making studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (8) preparing operating and maintenance manuals; (9) assisting the Awarding Authority in litigation arising out of the construction contract; and (10) performing any other professional services not otherwise required under this Contract.
- 8.2 For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Awarding Authority at the rates set forth in Attachment B.

ARTICLE 9: REIMBURSEMENT

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

any other specially authorized reimbursement, including special printing; and (d) for all printing and reproduction costs.

ARTICLE 10: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS, CHANGE ORDERS

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

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

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

ARTICLE 11: TERMINATION, NO AWARD

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

ARTICLE 12: RELEASE AND DISCHARGE

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

ARTICLE 13: NOTICES, APPROVALS, INVOICES

- 13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Awarding Authority to the Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.
- 13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.
- 13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned to the Designer. No invoice, however, shall be required to be submitted or processed when the net amount due is less than \$100.00.
- 13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services.
- 13.5 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 13.6 Requests for previously authorized expenses of any nature must be accompanied by a billing or receipt from the source of the expense.

ARTICLE 14: INSURANCE

- 14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for negligence based on Engineer's failure to act with professional care. The professional liability insurance shall be limited to \$3,000,000. Additionally, the Designer shall carry General Liability Insurance in the amount of: \$1,000,000 per occurrence for General Liability which includes: bodily injury liability and property damage, or combined single limit of \$1,000,000 for General Liability. The Designer shall carry Auto Liability in the amount of \$1,000,000 per occurrence which includes: bodily injury liability, property damage liability, or a combined single limit of \$1,000,000 for Auto Liability.

- 14.2 The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.
- Since this insurance is normally written on a year-to-year basis, the Designer shall notify the Awarding Authority should coverage become unavailable.
- 14.3 The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad form public liability insurance to protect against damage or injury to persons or property.
- 14.4 The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.
- 14.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- 14.6 Upon request of the Designer, the Awarding Authority reserves the right to modify any conditions of this Article.

ARTICLE 15: SUPPLEMENTAL CONTRACT DATA; LEGAL REQUIREMENTS

- 15.1 The Designer hereby certifies:
- (i) if an individual, the individual is a registered engineer;
 - (ii) if a partnership, a majority of all the partners are persons who are registered engineer;
 - (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered engineers, and the person to have the project in his or her charge is a registered engineer;
 - (iv) if a joint venture, each joint venturer satisfies the requirements of this section. (Statutory reference: M.G.L. c.7, §38A½)

- 15.2 The Designer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement. (Statutory reference: M.G.L. c.7, §38H(e)(i))
- 15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory reference: M.G.L. c.7, §38H(e)(ii))
- 15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Designer. (Statutory reference: M.G.L. c.7 §38H(e)(iii))
- 15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7, §38H(e)(iv))
- 15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with applicable laws.
- 15.7 The Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7, §38H(J))
- 15.8 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (Statutory reference: M.G.L. c.62C, §49A)

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

ARTICLE 16: MISCELLANEOUS PROVISIONS

- 16.1 One (1) reproducible copy of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Designer's rights under this AGREEMENT.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.
- 16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer, and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.
- 16.4 The Designer agrees that neither the Awarding Authority nor any of its officers or employees assumes any personal liability under this Agreement.
- 16.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 16.6 In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

CONTRACT SIGNATURES

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

CITY OF WESTFIELD

Designer

By: _____
Daniel Knapik
Mayor

By: _____
Signature of Contractor

Name of Contractor

By: _____
Department Head

Title of Contractor

Street Address

By: _____
Director of Purchasing

City, State and Zip

By: _____
City Auditor

Tax ID or Social Security No.

By: _____
Assistant City Solicitor
Certified as to Form

FOR CORPORATIONS ONLY:

Airport Commission:

By: _____
Clerks' Signature

Print or Type Clerk's Name

CERTIFICATE OF VOTE
(Corporations Only)

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

_____ held on _____ it was VOTED that
(Name of Corporation) (Date)

(Name) (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in
the name and on behalf of said company, and affix its corporate seal hereto;
and such execution of any contract or obligation in this company's name on its
behalf by such officer under seal of the company, shall be valid and binding
upon this company.

**I hereby certify that I am the clerk of the above named corporation and that
_____ is the duly elected officer as above of said company, and that
the above vote has not been amended or rescinded and remains in full force and effect as
the date of this contract.**

Date (Clerk)

Corporate
Seal