

**Request  
for  
Qualifications  
for  
Designer Services for a  
Campus Master Plan Study**

**by the  
Lincoln Campus Master Plan Committee**

**Lincoln Campus Master Plan Committee  
6 Ballfield Road  
Lincoln, MA 01773  
(781) 259-2623**

The Town of Lincoln, through the Lincoln Campus Master Plan Committee (“Owner”) is seeking the services of a qualified “Designer” within the meaning of M.G.L. Chapter 7, Section 38A½, to provide professional design services to study the basic infrastructure and physical layout of the Ballfield Road campus (“Campus”) in Lincoln, Massachusetts to inform the planning for the contemplated school building and community center projects (“Projects”). Selection of a Designer will be made by the Designer Selection Panel of the Campus Master Plan Committee, subject to approval by the Lincoln Board of Selectmen and the Lincoln School Committee.

Proposals are to be delivered in person or by certified/express mail to the Business Office located in the Hartwell Building, 6 Ballfield Road, Lincoln, MA 01773. All proposals must be received by 2:00 pm (Eastern Time) on Monday, July 6, 2015, to be considered. Proposals submitted by fax or by electronic mail will not be considered.

**Lincoln Campus Master Plan Committee  
Town of Lincoln**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**Invitation**

The Town of Lincoln, through the Lincoln Campus Master Plan Committee (“Owner”) is seeking the services of a qualified “Designer” within the meaning of M.G.L. Chapter 7, Section 38A½, to provide professional design services to study the basic infrastructure and physical layout of the Ballfield Road campus (“Campus”) in Lincoln, Massachusetts to inform the planning for the contemplated school building and community center projects (“Projects”). Selection of a Designer will be made by the Designer Selection Panel of the Lincoln Campus Master Plan Committee, subject to approval by the Lincoln Board of Selectmen and the Lincoln School Committee.

The Owner is seeking design services to conduct a Study which will include the assessment and evaluation of the current Ballfield Road campus, including the identification of boundaries within which buildings may practicably be constructed, and presentations to the public. Potential Projects may include renovation of the School and construction of a community center.

The Fee for Basic Services will be negotiated, but will not exceed \$70,000.

For additional information on Designer qualifications see Sections E through G in this RFQ.

**A. Background**

The Ballfield Road campus is very important to the citizens of Lincoln. The Town has a single PreK to 8 school facility, so it is the hub of many community activities. As the single largest collection of Town facilities, the campus occupies a unique place in Town planning, and the look and feel of the campus is special to Town citizens.

The School Committee has conducted extensive studies of the conditions of the Lincoln School. The 2012 Feasibility Study conducted by OMR included detailed information about campus infrastructure issues such as bus, automobile, and pedestrian traffic, parking, public safety, accessibility to the school and playing fields, drainage of the playing fields, wetlands boundaries, and the septic field. These issues were not explored in the context of additional usage of the campus, such as the addition of a community center. The School Committee charges the CMPC with a study of all of the aforementioned infrastructure considerations and a report about the viability of adding additional functions to the Ballfield Road campus.

The Board of Selectmen has conducted extensive studies of the space needs of the Council on Aging (COA), the Parks and Recreation Department (PRD) and other community

groups. These efforts are well summarized within the Selectmen's Community Center Study Committee's (CCSC) 2015 report. The CCSC concluded that the need for a new or upgraded facility for the COA is immediate; that the facility needs of the PRD, although less critical than those of the COA, are still urgent; that there is very strong support in Lincoln for the concept of a community center; and, that the Hartwell complex is the heavily favored location for a community center. The Selectmen and School Committee believe it is essential that an assessment be made of the Ballfield Road School Campus' capacity to absorb this potential increase in use.

## **B. Project Goals and General Scope**

The project goal is to give the Town a detailed report that confirms the existing uses and demands for space on the campus, anticipates potential future uses, assesses the capacity of existing infrastructure to support existing and projected uses, provides recommendations as to needed infrastructure upgrades, and includes recommendations for the most efficient utilization of space throughout the campus.

General scope of this study includes:

1. An assessment of existing and potential buildings and recreational facilities to determine how they might be configured to make the most efficient and appropriate use of the land. This will require two levels of analysis:
  - o First, assuming that the new school building is constructed in approximately the same general footprint and alignment as the existing school buildings, identify the building envelopes that might be available to accommodate the space needs of the contemplated new community center building.
  - o Second, assuming that the campus were a blank canvass, identify the building envelopes that might be available to accommodate the space needs of a new school and a new community center.
2. An assessment of so-called boundary conditions such as zoning setbacks, wetlands and geotechnical conditions.
3. An assessment of basic campus infrastructure including its septic system, electric utilities, parking and roadway network. With regard to circulation throughout the campus, it is important that consideration be given to bus, automobile, and pedestrian traffic.
4. An assessment of public safety issues to include but not be limited to: the ability to safely evacuate citizens of all generations and levels of mobility from the campus in the event of a natural or man-made disaster, traffic and pedestrian pathways, parking, lighting, and accessibility .
5. An assessment of existing and potential buildings and recreational facilities to determine how they might be configured to make the most efficient and appropriate use of the land.
6. An assessment of the improvements needed to maintain, and as necessary enhance, playing fields and other recreational spaces.
7. An assessment of estimated site preparation costs, with and without the addition of a community center.

8. Determine viable site locations to accommodate the potential need for modular classrooms/swing space during school and community center construction.
9. Provide consultant services in a high quality, professional and cost-effective manner

A proposed project timeline might look like this:

1. July 22<sup>nd</sup> : Award contract & NTP
2. July/August
  - Consultant performs due diligence (e.g., become familiar with site and background data)
  - Consultant begins to confirm boundary conditions (e.g., wetlands, zoning, septic, ball fields, etc.).
  - Consultant and Committee confirm the scope of the traffic and circulation plan.
  - Consultant work with Committee and stakeholders (e.g., schools, COA, Parks & Recreation, others) to confirm short and long-term program needs so that an accurate capacity analysis may be performed.
3. September
  - CMPC receives initial status report from consultant including the overlay plans.
4. October
  - Public Workshop at which time initial findings and conceptual options will be identified.
5. November
  - State of the Town (Mid-November)
  - Present status report.
6. December
  - 2<sup>nd</sup> Public Workshop
  - Issue final report to BOS & SC.

### **C. Preliminary Scope of Services (subject to refinement in finalist proposals)**

**Task One – Analyze existing information prepared by others, including:**

1. 2004 -- LPBA Existing Conditions Report
2. 2007 -- SMMA Report of Existing Conditions and Program Deficiencies
3. 2008 -- Statement of Interest to MSBA
4. 2009 -- STV Report Of Senior Study For MSBA (Contained Within 2010 MSBA Work Product Reviews document)
5. 2010 -- MSBA Needs Study
6. 2011 -- OMR -- PDP Report of Existing Conditions and Program Deficiencies
7. 2012 -- OMR Schematic Design Report with detailed estimates
8. 2012 -- Maguire Group report
9. 2013 -- School Building Advisory Committee report
10. 2015 – Dore & Whittier Study
11. 2015 -- Community Center Study Committee Report

12. 2015 – Statement of Interest to MSBA
13. Other relevant reports and updates, as may be identified

**Task Two – Provide initial assessments** of the features outlined in the General Scope above. Assessments should be developed in sufficient detail to allow the Campus Master Plan Committee to consider the impacts for various disciplines across approaches, and to examine the various features which make up a an individual assessment. At the end of this Task, the Designer will be expected to present and explain the initial assessments to the CMPC.

**Task Three – Further refine the assessments developed in Task Two** of this Scope of Services. Develop the detailed concepts required for the analyses described in Items 1, 5 and 8 in the General Scope above, and an analysis including phasing, timing options, and disruption costs. This task is envisioned as an iterative process, with alternative concepts proposed & discussed, then refined following feedback comments.

**Task Four – Present Study results in public forums.** At the end of Task Three, the Designer will be expected to present and explain the refined assessments to the CMPC and the Town in two public forums, and a presentation of interim Study results at the Lincoln State of the Town meeting to be held in late October – early November.

**Task Five – Prepare a draft final report, make presentations at meetings** of the CMPC, the Board of Selectmen, the School Committee, Town boards and other Town forums to explain the results of the study and answer questions, and incorporate the comments received into a final report.

#### **D. Selection Process**

1. The Administrator for Business and Finance, and/or his designee, will review all responses to determine which responses meet or contain the material outlined in the Statement of Qualifications outlined below. Responses which contain all necessary information and qualifications shall be forwarded to a designated Selection Committee for further review using the Evaluation Criteria.
2. The Designer will be selected through a two step process:
  - a. Step 1. At least three finalists will be selected through a review of statements of qualifications by a Selection Committee, using the evaluation criteria described below.
  - b. Step 2. The CMPC will review the finalist statements of qualifications, interview the finalist firms and rank the finalists before selecting the Designer. The fee will be negotiated initially with the finalist ranked first.

## **E. Step 1 Selection Process**

1. The Selection Committee will consider the following criteria in evaluating qualifications:
  - a. The number of similar projects completed within the last five years
  - b. Proposed team members' level of demonstrated expertise in the following areas:
    - 1) Campus master planning
    - 2) Municipal building construction, to include community centers or similar facilities, and school design, repair and construction.
    - 3) Mechanical, electrical and plumbing.
    - 4) Traffic and site circulation engineering
    - 5) Site/civil engineering, wetlands and storm water management, and landscape architecture
    - 6) Construction cost estimating
    - 7) Project management
  - c. The degree of Massachusetts public sector experience
  - d. Prior similar experience best illustrating current qualifications for the specific project.
  - e. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
  - f. The qualifications of the personnel to be assigned to the project.
  - g. The identity and qualifications of the consultants (if any) who will work on the project.
  - h. The financial stability of the firm.
  - i. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
2. The Selection Committee will develop a list of at least three finalist firms to be interviewed.

## **F. Step 2 Selection Process**

1. On or about July 8, 2015, each finalist firm will be notified of its selection and asked to address the following items in a written proposal and in an interview to be conducted by the CMPC:
  - a. A detailed project approach describing the step-by-step process the proposer intends to follow in conducting the study.
  - b. A detailed project timeline assuming the Designer commences work on July 22, 2015 and issues its final report on December 31, 2015.
  - c. A confirmation of the proposed team.
  - d. The proposals will be due to the Selection Committee on July 14, 2015, and the interviews will be conducted in the evening of July 16, 2015.

2. The members of the CMPC will review the interview results, rank the finalist firms, and make a recommendation for contract award to the Board of Selectmen and to the School Committee.
3. One contract will be awarded to the proposer determined to be the best qualified to provide the services described herein.

#### **G. Submission requirements for Statements of Qualifications**

1. Statement of Qualifications. Responses should contain the following:
  - a. A fully completed Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated February 2013) indicating the proposer is a qualified Designer within the meaning of M.G.L. C7, S38A ½.
  - b. A list of all firms anticipated to participate in the Study as part of proposer's team.
  - c. A list of all individuals, with resumes, at all firms anticipated to participate in the Study as part of proponent's team
  - d. Clearly identify team structure with names of individuals in each position
  - e. Include, as appropriate, professional registration of individuals (include registration number) and LEED Professional Credentials (include level of LEED Accreditation)
  - f. Include post-high school academic degrees of all team members (including conferring academic institution)
  - g. A list of all projects of a similar nature, both public and private, performed by proposed team since 2010.
  - h. Clearly identify any project that might have been performed by a team member while employed at a firm other than the proponent or one of its team members
  - i. Clearly identify projects that are complete and projects that are ongoing
  - j. Provide a current telephone number, e-mail address and project position for at least one owner representative for each project listed
  - k. A description of the familiarity with and experience of individual team members with the MSBA process for renovation programs
  - l. All required forms attached to this RFQ completed with original signature of a principal of the proponent firm on each form
  - m. Inclusion of supplemental marketing materials of proponent's firm (or its team members) and boiler-plate filler is discouraged
2. One (1) original, six (6) hard copies and one (1) digital copy in PDF format on a compact disk must be received on or before 2:00 PM on Monday, July 6, 2015 at the Business Office, Lincoln Public Schools, 6 Ballfield Road, Lincoln MA 01773.
3. Statements of Qualifications shall be clearly identified by marking the package or envelope with the following: Designer Services for Campus Master Plan Study.
4. Buckner Creel, Administrator for Business and Finance, will serve as the Chief Procurement Officer and the contact point during the RFQ and through the Study process. All questions regarding this RFQ should be addressed to Buckner Creel, Administrator for Business & Finance, Lincoln Public Schools, 6 Ballfield Road,

Lincoln, MA 01773, phone 781-259-2623 or [bcreeel@lincnet.org](mailto:bcreeel@lincnet.org), and submitted by 4:00 PM on June 30, 2015.

#### **H. Briefing Session**

A non-mandatory briefing session will be held for interested parties at the Hartwell Building on the Lincoln Campus, 6 Ballfield Road, Lincoln, MA 01773, on Thursday, June 25, 2015 at 10:00 AM.

#### **I. Withdrawal**

Applicants may withdraw an application as long as the written request to withdraw is received by the Owner prior to the time and date of the proposal opening.

#### **J. Public Record**

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

#### **K. Waiver/Cure of Minor Informalities, Errors and Omissions**

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a designer, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Owner and its beneficiaries.

#### **L. Rejection of Responses, Modification of RFQ**

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

#### **M. Fee and Contractual Terms**

The fixed fee for services under this contract shall be negotiated, not to exceed \$70,000 including reimbursable expenses. Reimbursable expenses and scope of services shall be in accordance with the terms and conditions of the attached contract. The Owner will establish the final contract language with the chosen designer, which shall be substantially in the form as attached.



**N. Additional Information**

1. Costs. The Owner will not be liable for any costs incurred by any Respondent in preparing a response to this RFQ or for any other costs incurred prior to entering into a contract with a Designer approved by the School Committee.
2. Compliance with Procurement Laws. All respondents submitting qualifications agree to abide by all relevant provisions of Massachusetts General Laws as they apply to procurement of design services for public buildings by municipalities.

**ATTACHMENTS**

- Attachment 1: Plan of Lincoln Ballfield Road Campus
- Attachment 2: Designer Application Form - DSB\_App\_2005
- Attachment 3: Certifications
- Attachment 4: Contract for Designer Services

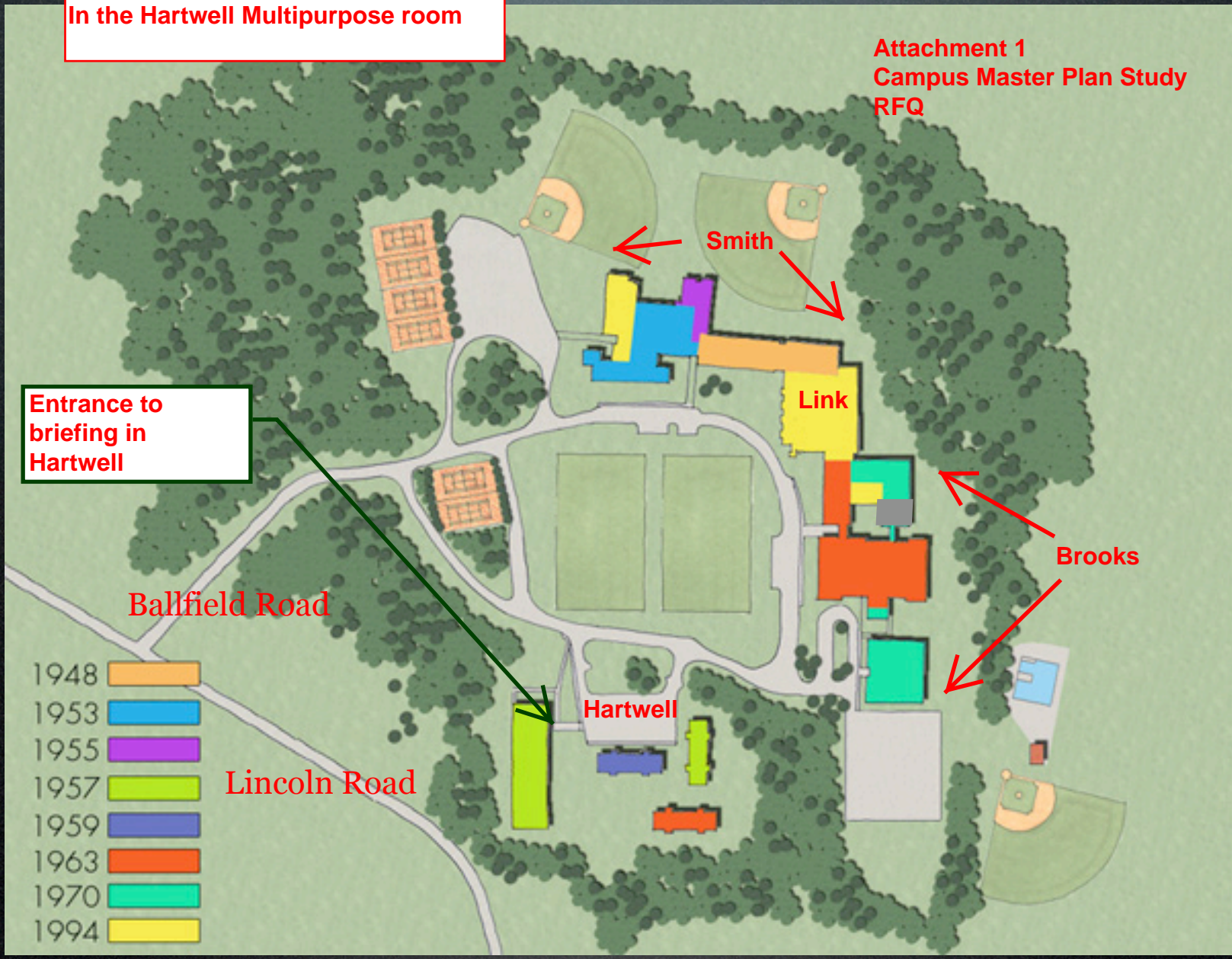
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**End of Request for Qualifications for Designer Services  
Lincoln Campus Master Plan Study**

Campus Master Plan Study  
RFQ briefing -- June 25, 2015  
In the Hartwell Multipurpose room

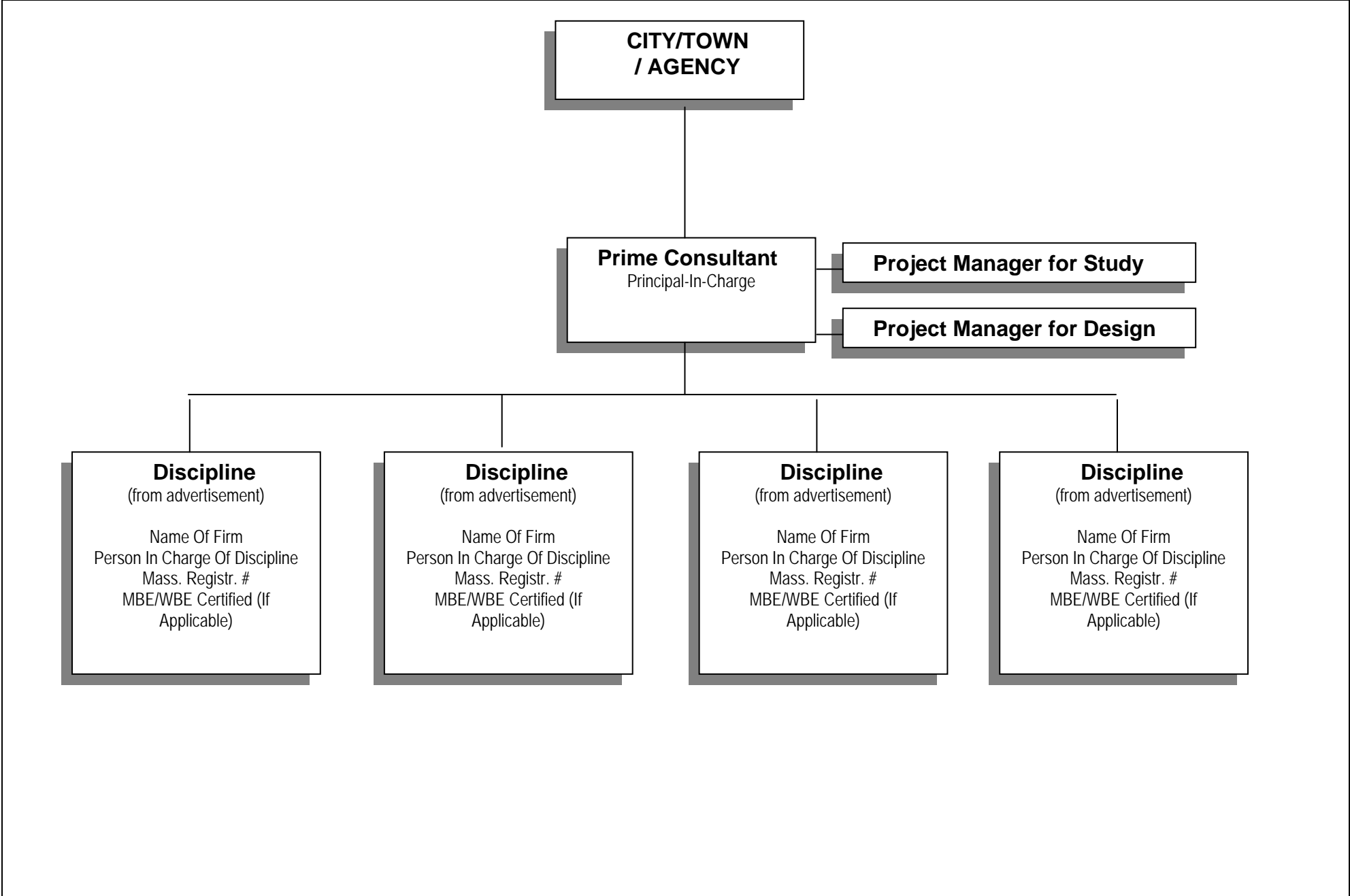
Attachment 1  
Campus Master Plan Study  
RFQ

Entrance to  
briefing in  
Hartwell



<b>Commonwealth of Massachusetts</b>  <b>Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)</b>	1. Project Name/Location For Which Firm Is Filing: <div style="text-align: center; font-weight: bold; font-size: 1.2em;"> <b>Designer Services for a Campus Master Plan Study</b> </div> <div style="text-align: center; font-weight: bold; font-size: 1.2em; margin-top: 20px;"> <b>Ballfield Road, Lincoln, MA 01773</b> </div>	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:	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. <b>Personnel From Prime Firm Included In Question #3a Above</b> By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):																																																																																																		
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">Admin. Personnel</td> <td style="width:10%; text-align: center;">_____</td> <td style="width:10%;">( _____ )</td> <td style="width:25%;">Ecologists</td> <td style="width:10%; text-align: center;">_____</td> <td style="width:10%;">( _____ )</td> <td style="width:25%;">Licensed Site Profs.</td> <td style="width:10%; text-align: center;">_____</td> <td style="width:10%;">( _____ )</td> <td style="width:25%;">Other</td> <td style="width:10%; text-align: center;">_____</td> <td style="width:10%;">( _____ )</td> </tr> <tr> <td>Architects</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Electrical Engrs.</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Mechanical Engrs.</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>_____</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> </tr> <tr> <td>Acoustical Engrs.</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Environmental Engrs.</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Planners: Urban./Reg.</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>_____</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> </tr> <tr> <td>Civil Engrs.</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Fire Protection Engrs.</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Specification Writers</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>_____</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> </tr> <tr> <td>Code Specialists</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Geotech. Engrs.</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Structural Engrs.</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>_____</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> </tr> <tr> <td>Construction Inspectors</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Industrial Hygienists</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Surveyors</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>_____</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> </tr> <tr> <td>Cost Estimators</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Interior Designers</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td></td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>_____</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> </tr> <tr> <td>Drafters</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td>Landscape Architects</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td></td> <td style="text-align: center;">_____</td> <td>( _____ )</td> <td style="text-align: center;">Total</td> <td style="text-align: center;">_____</td> <td>( _____ )</td> </tr> </table>			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	_____	( _____ )
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5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																		

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



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/>  WBE <input type="checkbox"/> </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 <b>ONLY</b> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

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

Sub-Consultant Name:

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

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

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



10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

**Be Specific – No Boiler Plate**

11. Professional Liability Insurance:

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

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

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

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

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

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

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

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

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

Submitted by \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)

**Request  
for  
Qualifications  
for  
Designer Services for a  
Campus Master Plan Study**

**by the  
Lincoln Campus Master Plan Committee**

**Lincoln Campus Master Plan Committee  
6 Ballfield Road  
Lincoln, MA 01773  
(781) 259-2623**

**Attachment 3  
Certifications**

APPENDIX 1  
RESPONSE FORM

The undersigned hereby submits a sealed Response for the provision of Designer Services Related to the performance of a school study as outlined in the RFQ.

Printed Name of Responder:

\_\_\_\_\_

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

\_\_\_\_\_

The Responder hereby pledges to deliver the complete scope of goods required, for the price to be negotiated, not to exceed \$200,000.00.

Responder certifies as follows:

- A. Responder is an established business with a minimum of five (5) years of experience in providing designer services related to public projects in the Commonwealth of Massachusetts.
- B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- D. Responder holds all applicable documentation and Insurance in accordance with this RFQ. (Responder shall attach to the Response Form copies of all relevant insurance certificates hereto. Nothin in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with the Contract.)
- E. Responder has not defaulted on any Contract within the last five (5) years.
- F. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its place of business).
- G. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall attach to the Response form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which qualifications are sought. Responder shall attach

to the Response Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)

H. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status. This information will not be considered a public record, pursuant to M.G.L. c. 4, §7, cl. 26<sup>th</sup>.)

I. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

J. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

The undersigned agrees that all specifications and Contract documents are hereto made part of any Contract executed with the District and are binding on the Successful Responder.

---

Authorized Signature

---

Printed Name

---

Printed Title

---

Date

If a Corporation:  
Full Legal Name

---

Officers of Corporation and Addresses

---

---

---

---

State of Incorporation \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

---

---

Telephone Number. \_\_\_\_\_

Qualified in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business in Massachusetts

---

---

---

Telephone Number \_\_\_\_\_

Full Legal Name of Surety Company

---

Principal Place of Business of Surety Company

---

---

Telephone Number \_\_\_\_\_

Admitted in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts

---

---

---

Telephone Number \_\_\_\_\_

Appendix 2  
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

Appendix 3  
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Responder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date



Appendix 4  
CONFLICT OF INTEREST CERTIFICATION

The Responder hereby certifies that:

1. The Responder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Request for Qualifications.
2. No consultant to, or subcontractor for, the Responder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder, 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 Responder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining the Contract (pursuant to this Request for Qualifications) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Responder.
4. The Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Responder with respect to the services described in the Request for Qualifications.
5. The Responder understands that the Responder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

Appendix 5  
CERTIFICATE OF CORPORATE RESPONDER

I, \_\_\_\_\_, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that \_\_\_\_\_, who signed said Response on behalf of the Responder was then \_\_\_\_\_ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

This Certificate shall be completed where Responder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Responder on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

Appendix 6  
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Responder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

Appendix 7  
CERTIFICATE OF NON-DEBARMENT

The Responder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Responder shall inform the District within one (1) business day of such debarment, suspension, or prohibition from practice.

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address of Responder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date



# TOWN OF LINCOLN CAMPUS MASTER PLAN COMMITTEE

## Contract for Designer Services

**PROJECT TITLE: LINCOLN CAMPUS MASTER PLAN STUDY**

This AGREEMENT/CONTRACT is made under seal the \_\_\_ day of **July** in the year Two Thousand and Fifteen (2015), between the Town of Lincoln through the Lincoln Campus Master Plan Committee, Business Office, Hartwell Building, 6 Ballfield Road, Lincoln, MA 01773, hereinafter the AWARDING AUTHORITY/OWNER/TOWN/ DISTRICT, and XXXXX, acting as DESIGNER or CONTRACTOR. The words "he", "him" and "his" in this Contract, so far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

### **ARTICLE 1: PROJECT DESCRIPTION AND DEFINITION OF TERMS**

In consideration of the obligations herein contained, the Contractor shall provide designer services related to a Study, as set forth in the Request for Qualifications issued by the Lincoln Public Schools, a copy of which is incorporated herein by reference.

As used herein, the following terms shall be defined as follows:

- 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/CONTRACTOR -- the individual or firm performing professional services under this AGREEMENT.
- 1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in ARTICLE 14.
- 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 tasks of contract work is contingent upon the

Awarding Authority or its designees' satisfaction with and acceptance of services performed for each task.

- 1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.6 AWARDING AUTHORITY -- The board, commission, agency or department of the Town having authority to award design and construction contracts in connection with the Project.
- 1.7 PROJECT -- the building project for which Designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area and warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

3. Term

The term of this Contract shall be for one (1) year, commencing on July \_\_\_\_, 2015, and ending on **April 5, 2016**. Time is of the essence in the performance of services under this Contract. All services described in the RFQ shall be completely performed no later **than December 31, 2015**. This Contract may be subject to renewal, at the sole discretion of the Owner, for two (2) additional one (1)-year terms.

4. Incorporation of the RFQ/Order of Priority of Contract Documents

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

- |                   |                                 |
|-------------------|---------------------------------|
| Highest Priority: | Amendments to Contract (if any) |
| Second Priority:  | Contract                        |
| Third Priority:   | Addenda to RFQ                  |
| Fourth Priority:  | RFQ                             |
| Fifth Priority:   | Contractor's Response.          |

5. Payment and Schedule

The Designer and the Owner agree to the following schedule for project milestones:

- Receipt of Notice to Proceed - On or before TBD
- Task One – Analyze existing information prepared by others - Completed TBD
- Task Two – Provide cost estimates for each component - Completed TBD
- Task Three – Model several plan options based on cost estimates - Completed TBD
- Task Four – Evaluate the models Completed TBD
- Task Five – Prepare a draft final report, make presentations at meetings - Completed TBD

Compensation, as described herein, shall be based upon the completion of the following milestones:

Task One --	\$ XX,000.00
Task Two –	\$ XX,000.00
Task Three –	\$ XX,000.00
Task Four –	\$ XX,000.00
Task Five –	\$ XX,000.00

---

Total Basic Compensation: \$ XX,000.00.

Payment will be due forty-five (45) days after receipt of the Contractor’s invoice by the Owner for services delivered in accordance with this Contract. The Owner shall not make payments in advance.

If the Owner objects to all or part of any invoice, the Owner shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Except as noted in the RFQ, this Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Contractor’s performance shall not be paid by the Owner.

**REIMBURSABLE EXPENSES** For coordination and responsibility for the work, materials and costs described below, the Designer shall be reimbursed its actual costs, supported by invoices or receipts, plus 10%. The following are reimbursable expenses, when authorized by the Owner:

- The actual cost to the Designer for Subconsultants and for additional tests provided, however, that reimbursement for such costs shall not be made unless the rates of compensation, the total estimated cost of the services and the scope of work for said services shall have been previously approved in writing by the Owner.
- The cost of printing multiple copies for meetings as deemed necessary or appropriate by the Owner in writing.
- Out of pocket expenses paid by the Designer such as filing fees, testing, and permit fees if such fees would be normally paid by the Owner.
- Renderings, models, mock-ups, photographs and any other presentation materials.
- Other expenses deemed necessary or appropriate by the Owner in writing.

**Non-Reimbursable Expenses** The Owner shall not reimburse the Designer or its Subconsultants for travel expenses, sustenance, telephone, copying, facsimiles, electronic mails, postage and delivery expenses or cost estimating, unless specifically required elsewhere in this Contract.

Payment of the amounts due under this Contract shall release the Owner, its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Owner to the Contractor shall be deemed to be a waiver of any right of the Owner under this Contract or a ratification by the Owner of any breach hereof by the Contractor.

6. Additional Services

Upon the prior written request of the Owner, the Contractor shall provide additional designer services, beyond those services contemplated by the Contract Documents, for which the Contractor shall be compensated at an hourly rate agreed upon in advance in writing by the parties or for a lump sum agreed upon in advance in writing by the parties. The Contractor shall provide a monthly, itemized invoice for any such additional services performed in the preceding month. Payment procedures shall be governed by Article 5 to this Contract.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and



Town of Lincoln law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. Professional Liability Insurance (Including Errors and Omissions) - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a claims made basis, such insurance shall stay in effect for up to six years after this contract has terminated.
- f. The Town of Lincoln and the Lincoln Public Schools shall be named as

additional insureds on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Lincoln Public Schools, before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Owner at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Owner or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Owner with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Lincoln and the Lincoln Public Schools are named as additional insureds on each such policy.
- j. No insurance shall be obtained from an insurer which:
  - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
  - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best’s rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town of Lincoln/Lincoln Public Schools for all damage to Town/School property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Lincoln, the Lincoln Public Schools, and their officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the

Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Lincoln statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Owner and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

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

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the subject matter of this Contract, including, without limitation, the provision of designer services, and that it is familiar with all sites which are the subject of this contract in the Town of Lincoln and with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Payment Bond

DELETED – NOT APPLICABLE.

14. Key Project Personnel

The Contractor's key personnel assigned to this project and their project roles are as stated in the Responses submitted by the Contractor attached hereto.

There shall be no change to these personnel assignments without the prior written consent of the Owner. In the event substitution of personnel is requested by the Contractor or the Owner, written notice of such request shall be timely provided in writing to the other party. The Owner shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

15. Independent Contractor Status

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

16. Use of Alcohol and Controlled Substances Prohibited

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

17. No Smoking

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

18. Criminal Background Screening/CORI/SORI

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy

obligations owing to its employees and third parties, provide a written confirmation to the Owner that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Owner, the Contractor shall not assign such employee to perform services for the Owner, and such employee shall not be authorized to perform services for the Owner. The Owner shall be permitted to keep such information in its files.

Each employee of the Contractor who has direct/unmonitored contact with children shall pass Criminal Offender Record Information/Sex Offender Registry Information (CORI/SORI) checks.

19. Delays/Force Majeure

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

20. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Owner to the Contractor, the Owner shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Owner may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation of sufficient money to fund the Contract. Should sufficient sums not be appropriated therefor, the Owner

shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Owner may terminate this Contract upon written notice to the Contractor.

- d. The Owner may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Owner may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination. The Owner shall not compensate the Contractor for lost profits, overhead expenses, termination expenses, or other such costs or expenses.

In the event that this Contract is terminated pursuant to Section 20a. or 20b. above, the Owner may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Owner due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

21. Notices

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

If to the Owner: Lincoln Campus Master Plan Cmte.  
6 Ballfield Road  
Lincoln, MA 01773

With copies to: Andrew J. Waugh, Esq.  
Murphy, Hesse, Toomey & Lehane, LLP  
300 Crown Colony Drive, Suite 410  
Quincy, MA 02169

If to the Contractor: XXXXXXXX

22. Ownership and Use of Documents

A. The Contractor shall be deemed the author and owner of all documents, maps, photographs, drawings, specifications, tests, data or other such instruments of service and services prepared and furnished by the Contractor under this Contract. The Contractor shall have the right to retain copies of all such materials and the right of ownership with respect to any patentable concepts or copyrightable materials arising from its services under this Contract.

B. During the course of the project, the Contractor shall provide to the Owner, in standard paper and electronic formats, reproducible copies of all instruments of service, reports, notes, and other work product of the Contractor that is developed in performance of services under this Contract.

C. The Contractor hereby grants to the Owner an irrevocable, perpetual, royalty-free, nontransferable license in the instruments of service prepared by the Contractor under this Contract, whether in standard paper form, electronic form, or any other form; provided that the Owner has paid all sums due for services performed in accordance with this Contract to produce such documents. The Owner shall have the right to reproduce and distribute copies of such documents for the benefit of the Owner.

D. The license shall further permit the Owner, in the event of termination of this Contract, to authorize other similarly credentialed professionals to reproduce and, to the extent permitted by law, to make changes, corrections or additions to the instruments of service; provided, however, that the Contractor shall not be responsible for material changes made in the documents by the Owner or third parties without the Contractor's authorization.

23. Key Provisions Required by Massachusetts Law

A. The Contractor 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 Contract. (Statutory reference M.G.L. c.7C, §51)

B. The Contractor hereby certifies that no consultant to or subcontractor for the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor, 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 Contractor. (Statutory reference: M.G.L. c.7C, §51)

C. The Contractor hereby certifies that no person, corporation or other entity, other than a bona fide full time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the

Contractor in obtaining this Contract 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 Contract to the Contractor. (Statutory reference: M.G.L. c.7C, §51)

- D. The Contractor hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws and that the Contractor has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7C, §51)
- E. The Contractor shall maintain all books, records and accounts related to the Project in compliance with the following:
  - 1. The Contractor shall make, and keep for at least six (6) years after final payment, books, records and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.
  - 2. Until the expiration of six (6) years after final payment, the Owner, the Office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor and of its subcontractors and consultants that directly pertain to, and involve transactions relating to, the Contractor or its subcontractors and consultants.
  - 3. The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Contractor's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.
  - 4. The Contractor has filed a statement of management on internal accounting controls as set forth in subparagraph 23.E.6 below prior to the execution of this Contract.
  - 5. The Contractor has filed prior to the execution of this Contract and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in subparagraph 23.E.6 below.
  - 6. The Contractor shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
    - a. Transactions are executed in accordance with the management's general and specific authorization;
    - b. Transactions are recorded as necessary: (i) to permit



- preparation of financial statements in conformity with generally accepted accounting principles, and (ii) to maintain accountability for assets;
- c. Access to assets is permitted only in accordance with management's general or specific authorization; and
  - d. The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.
7. The Contractor shall also file annually with the Owner a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
- a. whether the representations of management in response to this Paragraph 23.E are consistent with the result of management's evaluation of the system of internal accounting controls; and
  - b. whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Contractor's financial statements.
8. The Contractor shall annually file with the Commissioner of Capital Asset Management and Maintenance and the Owner during the term of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Owner upon request.
9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 34.E shall not be public records as defined in section seven of chapter four of the Massachusetts General Laws and shall not be open to public inspection, except as provided in subparagraph 23.E.2. (Statutory reference: M.G.L. c.30, §39R) The Contractor shall comply in all other ways with M.G.L. c. 30, §39R, which is specifically incorporated herein by reference.
- F. The Contractor 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 Contractor in the preparation of bid documents, as reasonably determined by the Owner. (Statutory reference: M.G.L. c.7C, §51.)

## 24. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Owner shall constitute a waiver of a right or duty afforded to the Owner under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Owner shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Owner. No waiver by the Owner of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Owner in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Owner as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Owner has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Owner vis-à-vis the media or the public at-large without the Owner's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Owner, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Response was made and submitted in good faith and

without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.

- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Owner.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Owner shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

~\*~\*~\* ~\*~\*~\* ~\*~\*~\* ~\*~\*~\* ~\*~\*~\* ~\*~\*~\* ~\*~\*~\* ~\*~\*~\* ~\*~\*~\* ~\*~\*~\* ~\*~\*~\* ~\*~\*~\*

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**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 Superintendent, Lincoln Public Schools has signed this agreement on behalf of the Awarding Authority.

Accepted by Designer

Accepted by Awarding Authority

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

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

Title: Principal, XXX

Title: Chairperson, Lincoln School Committee

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

Title: Chairperson, Lincoln Board of Selectmen

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

Title: Superintendent, Lincoln Public Schools

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

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

Pursuant to M.G. L. c. 44, §31C, I hereby certify that there is an appropriation available for the amount of the Agreement and that the Superintendent, Lincoln Public Schools is authorized to execute this Agreement and approve all requisitions and change orders.

\_\_\_\_\_  
Town Accountant

CERTIFICATE OF VOTE

I \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting \_\_\_\_\_ of \_\_\_\_\_  
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on \_\_\_\_\_, 20\_\_\_\_, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either \_\_\_\_\_, \_\_\_\_\_; or \_\_\_\_\_,  
(Name) (Title)  
\_\_\_\_\_, \_\_\_\_\_; or \_\_\_\_\_,  
(Name) (Title)  
\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and has not been changed or modified in any respect.

\_\_\_\_\_  
Signature

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

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

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

Revised May 30, 2014

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