

REQUEST FOR DESIGNER SERVICES (RFS)

Hamilton-Wenham Regional School District Towns of Hamilton and Wenham, MA

Comprehensive Facilities Assessment

May 5, 2010

Invitation: The Hamilton-Wenham Regional School District, through its School Committee, (“Owner”) is seeking the services of a qualified “Designer” within the meaning of M.G.L. Chapter 7, Section 38A^{1/2}, to provide designer services for the preparation of a comprehensive facilities assessment of the District’s five schools (including all storage and utility structures), and one Center School. The final report shall be a written report of the physical plant assessment of each building and its life expectancy; recommendations related to the future space needs of the District with building renovations/replacement options, and a five year capital maintenance plan. Selection of a designer will be made by the designer selection committee.

The Owner is seeking design services for preparation of a comprehensive facilities assessment, structured to review the following major elements: site, structural, envelope, floor systems, finishes, roofs, foundations, mechanical, electrical and plumbing (MEP), conveying systems (elevators), fire and life safety systems, specialties and ADA issues. Subject to the approval of a project by the Owner and further subject to adequate funding authorized by the Owner, the contract between the Owner and the Designer may be amended to include: master plans, feasibility and other studies, surveys, soil tests, cost estimates or programs; preparation of drawings, plans and specifications, including schematic and preliminary designs; construction contract documents, bidding, and award of construction contracts, construction administration, supervision or administration of a construction contract; and construction management and scheduling.

Pursuant to M.G.L. Chapter 7, Section 40N, the Designer must agree to contract with minority and women-owned businesses as certified by the State Office of Minority and Women Business Assistance (SOMWBA). The amount of participation that shall be reserved for such enterprises shall not be less than eight percent (8%) of the contract price for minority business enterprises and four percent (4%) of the contract for women-owned business enterprises. The minority and women-owned business enterprises must be selected from those categories of work identified in Item F of this RFS.

The Fee for Basic Services will be negotiated and shall not exceed a total cost of \$110,000.

Prior to negotiating a contract with the top-ranked designer, the Designer Selection Committee will advise the firm to be prepared to provide the following information:

- Rationale for the development of fee proposal
- Hourly rates for the designer’s personnel
- The markup, if any, that the designer will add to costs, including sub-consultant fees, resulting from a change in the scope of work.

A. Background:

The Hamilton-Wenham Regional School District serves the two North Shore Massachusetts Communities of Hamilton and Wenham, located approximately 25 miles north of Boston. Hamilton and Wenham are rich in history and rural beauty with a combined population of 11,500 residents. Both Districts boast large preserved areas of open space encompassing recreational areas, state parks, estates and farms. The Hamilton-Wenham Regional School District is a small system of approximately 2066 students. The enrollment includes approximately 102 school choice students. The schools include Hamilton-Wenham Regional High School (9-12), Miles River Middle School (6-8), Buker Elementary (K-5), Cutler Elementary (K-5), and Winthrop Elementary (PK-5). The mission of the Hamilton-Wenham Regional School District community is "To educate our children to become knowledgeable, healthy, responsible, and productive adults."

During the 2006–2007 school year the School Committee initiated discussions related to capital planning and facility needs. After months of review the Committee concluded that it needed to develop a long-range planning document that anticipated the future needs of the district. Coincident with their long-range planning discussions, the committee was advised that the heating system at Cutler Elementary School (original build in 1952) was in need of replacement. The district filed a Statement of Interest (SOI) to the Massachusetts School Building Authority (MSBA) for the replacement, renovation and modernization of the heating system. The filing took place during the month of January 2007. MSBA awarded a grant to the District in September 2009 for renovation of Cutler's HVAC System.

In July 2008, the Hamilton-Wenham Regional School District commissioned Dore and Whittier Architects to complete a "Comprehensive PreK-12, Space Needs and Demographic Study" of our five schools. The study embodied two of the requisite three long-range planning components: Space Needs and Demographic Study. The third and final component is a Comprehensive Facilities Assessment. Since the commissioning of the Space Needs and Demographic Study, the district issued a Request for Proposal for an architectural firm to prepare a Feasibility Study of the High School Auditorium. Dore and Whittier was the successful finalist and their final report was presented to the district on March 31, 2010.

Separately, on July 15, 2009 members of the Hamilton Economic Development Committee (EDC) met with members of the HWRSD administration and the school committee to open a discussion about the future of the Winthrop School site. The EDC has identified the Winthrop site as a possible location for future, "tax revenue positive" development. Because the viability of such development will be directly affected by any future renovation costs to the Winthrop School, the EDC requested an update on the administration's plans to undertake the Comprehensive Physical Assessment of the facility.

The EDC's interest in this assessment will be to compare the cost of a renovated facility with the cost of new facilities (and other factors such as efficiencies resulting from fewer elementary schools). The EDC's premise is that by replacing Winthrop elsewhere, Hamilton might create a redevelopment opportunity which could generate positive tax revenue. This concept could be perceived as detrimental to Wenham. Whether or not it would actually be detrimental, will only be fully understood when we can compare the cost of a renovated facility with the net cost of a new facility.

As described under the Scope of Services section of this RFS, six buildings (including all storage and utility structures), will be evaluated: Hamilton-Wenham Regional High School, Miles River Middle School, Bessie Buker Elementary School, Cutler Elementary School, Winthrop Elementary School and the District's Center School.

Facility Summary:

Hamilton-Wenham Regional High School

The Hamilton-Wenham Regional High School was built in 1960 with an addition/renovation in 1999, when the middle school was relocated to the high school site. Renovations included science classrooms and labs, and the gym was converted into a library to be shared by both the middle and high school. A new gymnasium and auxiliary spaces were added to the building at that time. The high school portion of the building accounts for approximately 125,618 SF of the buildings total area of 216,770 SF. The current enrollment for grades 9-12 is 605 students. The district owns the school.

Miles River Middle School

The Miles River Middle School was built in 1999 on the site of the district's high school. The two-story building is a total of approximately 91,152 SF. Currently 457 students are enrolled in grades 6-8. The district owns the school.

Bessie Buker Elementary School

The Bessie Buker Elementary School was built in 1953 with a cafeteria addition in 1989. The one-story building is a total of approximately 34,880 SF. Current enrollments of 258 students include students in Grades K-5. The building is leased from the Town of Wenham. The current lease will expire in 2015.

Cutler Elementary School

The Cutler Elementary School was built in 1951 with a modular addition. The addition includes four temporary classrooms used for art, music, a grade 1 and grade 2 classrooms. This temporary addition however has become a permanent portion of the building adding to its multiple wings. The building's space is approximately 42,050 SF. There are 291 students enrolled in grades K-5. The building is leased from the Town of Hamilton. The current lease will expire in 2015.

Winthrop Elementary School

The Winthrop Elementary School was built in 1959 with an addition in 1990. The addition includes two kindergarten classrooms, an art room, music room and library. The one-story building is approximately 44,140 SF. Current enrollment of 297 students include students in Grades PK-5. The building is leased from the Town of Hamilton. The current lease will expire in 2015.

Center School

The Center School is a two and one-half story facility built in 1881. Located in the Town of Wenham it is the site of the District's Administrative Offices. The building is leased from the Town of Wenham. The current lease will expire in 2015.

The Space Needs and Demographic Study and the High School Auditorium Feasibility have been scanned and electronic copies of the files are available in PDF format on the District's Web site <http://www.hwschools.net>.

B. Scope of Services:

The Facilities Assessment will provide the District with data for long range planning purposes. The Scope of Services required for this study will be as follows:

1. Assessment

Evaluate all physical components of each school, including all storage and utility structures, and Center School in terms of each building's condition and system's life expectancy. Evaluation shall include on-site inspections, review of previously prepared reports and studies, plans and specification, interviews with facilities personnel and research as necessary.

The assessment shall, at a minimum, be structured to review the following major elements:

Site Systems – Observe the condition of existing pavement access roads and parking areas, curb and gutter, sidewalks, and adjacent landscaping elements, athletic facilities and play spaces, as they pertain to the schools.

Structural System - Visually observe structures for signs of distress. Observation of the exterior walls at the Cutler Elementary School requires particular attention. Cracks currently exist.

Envelope – This includes exterior sidings and their finishes, window systems, exterior doors, frames, and hardware, and the structure's supporting columns and beams. Weathered structural supports at the Winthrop Elementary School are a concern. Visually observe the exterior wall, window and door systems for visible evidence of deficiencies, continuity of seals, and other types of distress and report an overall condition of the systems. If available, review architectural flashing and connection details for drainage design and observed the condition and placement of expansion joints. Observation of those conditions may be observed from the ground, from accessible roof/plaza levels, and from operable windows.

Floor System: This includes the structural portions of the floor, whether on-grade or elevated, as well as interior stair systems.

Interior Finishes – Review ceiling tiles, walls and flooring to determine overall conditions.

Roof System – This includes the structure supporting the roof and the actual roofing materials (membrane, shingles, flashing, etc.). Access the roof and visually observe the condition of the roof system, and installed accessories and details. Review construction documents, flashing and penetration details for conformance with accepted practice. Final report shall included discussion of warranties, replacement costs and useful life.

Foundations - This includes stem walls and foundations as observed from the perimeter or available crawl spaces. This also includes exterior stairs and retaining walls.

Mechanical/HVAC, Electrical, Plumbing – Review the various MEP systems that makeup the infrastructure of the building. Define, in general terms, the character of the systems and their functionality, condition, expected life and obvious code violations. Review and report on the state of the utilities presently serving the building. This includes the equipment providing service to the building and the devices inside the building – lighting, lighting controls, outlets, panels, wiring, etc. The assessment shall also include low voltage devices providing communications and data.

Conveying Systems –This includes elevators and lifts and their associated sub-components.

Fire and Life Safety Systems – Assess the age and condition of the fire and life safety elements and note their condition and visible deficiencies. This requirement includes: structural fire protection, means of egress, fire suppression systems, and fire detection and alarm systems.

Specialties - This includes toilet partitions, interior signage, fixed seating (gym, auditorium, lecture, cafeteria, etc.), and room casework items (chalkboards, tack boards, built-in cabinets, etc.)

Accessibility Issues – Assess ADA compliance as defined by current Massachusetts and Federal Codes. This includes accessibility from parking areas to school entrances.

Asbestos Reports - Due to the fact that all schools are required by federal law to have in place Asbestos Management Plans, review and report on the completeness of existing plans.

Energy efficiency – Coincident with the assessment of the elements described within this scope of services is the opportunity to assess potential areas for energy savings. The final report shall include a summary of energy-efficient measures wherein by upgrading or replacing energy driven devices the district can reduce energy related operating costs or even reduce its carbon footprint.

Technology Infrastructure – The District has developed a Technology Plan. It is updated annually and includes a planning window of five years. Therefore, assessment of our technology infrastructure **is not** included in the scope of this project. However, our 2009-2011 Technology Plan is available as a resource document and can be found on the District’s Web site <http://www.hwschools.net>.

2. Future Space Needs -

Currently, there are a number of unanswered questions regarding the District’s need for educational spaces in the future.

In Section VI (Educational Specifications) of the Space Needs and Demographic Study dated October 23, 2008, Dore & Whittier notes “The educational specifications are the “roadmap” for school design. The educational specifications display how the educational program and student enrollment are going to be met in the facilities based on enrollment projections through 2017-2018.”

Two grade configuration options were reviewed. Option one maintains the existing grade configuration, while option two describes consolidation of our elementary schools. The School Committee, community leaders, and local citizens are all interested in providing adequate, functional and safe schoolhouses for our children. Most agree, however, that more information is

required before a responsible long-term space needs strategic plan can be developed. We will develop our educational space need roadmap after receiving the following information-

- A. Prepare a budgetary cost estimate for the total renovation of the Winthrop Elementary School, including the space needs recommendations outlined in the Space Needs Study.
- B. Prepare a budgetary cost estimate to replace the Winthrop Elementary School with a new school on the same site.
- C. Prepare a budgetary cost estimate to build a new Winthrop Elementary School on a new site. Cost estimate to include a recommended site size and installation of a grade appropriate playground.
- D. As described in "Option 2: Consolidation of Elementary Schools", prepare a budgetary cost estimate that consolidates the three elementary schools. Develop a conceptual option for each school for the renovation, renovation and addition and/or partial demolition, and/or replacement. Provide advantages and disadvantages and related budgetary construction cost estimates. Options shall consider surrounding site constraints such as groundwater table, wetlands, adjacent campus uses, athletic fields and vehicular circulation. Each design option shall be presented with conceptual site and floor plans so as to convey the proposed design concepts defining size, budgetary cost, and site impacts. Include a methodology for phasing renovations and new construction without significantly affecting the school's operations.

3. Meetings-

Attend work/review meetings as necessary with District Administrators/School Committee's Facilities Subcommittee, to provide progress updates. Provide preliminary options for discussion. After feedback from the Committee, prepare and provide 12 copies of draft report for review.

4. Communication-

Maintain a high level of communication with the District's project representative during the study. Present, in comprehensive format, a minimum of two presentations at District-wide Informational Meetings.

5. Final Report-

Prepare a final report taking into consideration comments received at the Informational Meeting as appropriate. The Final Report shall be a written report of:

- the physical plant assessment of each building and its life expectancy;
- recommendations related to the Future Space Needs of the District with building renovations/replacement options;
- a five (5) year capital maintenance plan; and
- a summary of energy-efficient measures wherein by upgrading or replacing energy driven devices the district can reduce energy related operating costs or even reduce its carbon footprint.

Provide twelve (12) black and white copies of the final report and an electronic copy.

This RFS will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFS will be required to execute the Contract for Designer Services that is attached hereto. Designers submitting an application in response to this RFS must specify any exceptions to the Contract at the time of application. The Owner may consider any such exceptions but shall not be bound by any such exceptions. A failure to specify exceptions will be deemed an acceptance of the Contract's terms and conditions.

The successful Respondent will be required to provide a certificate of professional liability insurance, at the time of contract execution, indicating minimum coverage in the amount of \$1,000,000.

Reimbursable expenses shall be identified and included within the not to exceed fee.

C. Project Work Plan

The estimated total duration of this Contract for Designer Services, up to the acceptance of a final report, is estimated to be 19 weeks. **As a requirement of this RFS, each respondent must include a project work plan.** It is anticipated that a contract for services will be awarded on or before June 3, 2010. A Final Report shall be submitted on or about October 15, 2010.

The Designer's Work Plan submitted with his/her proposal will be considered an estimate. After award of a contract the Owner and Designer will review the work plan originally submitted, accept as submitted or modify to meet the Final Report submission date of October 15. The Designer's adherence to the accepted Work Plan times will be part of the Owner's performance evaluation of the Designer's work, which will be conducted at the end of the Project.

D. Minimum qualifications:

Selection will be made by the Designer Selection Committee. **The Respondent must certify in its cover letter that it meets the following minimum requirements.** Any respondent that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration.

To be eligible for selection, the Designer must meet **all** of the following qualifications.

- 1.** Be a qualified Designer within the meaning of M.G.L. Chapter 7, Section 38A^{1/2}, employing a Massachusetts registered Architect or Engineer responsible for and being in control of the services to be provided pursuant to the Contract.
- 2.** Provided similar architectural services in the Commonwealth of Massachusetts for a minimum of fifteen years.
- 3.** Has knowledge of, and experience in, developing educational program requirements as required by the Massachusetts Department of Education and the Massachusetts School Building Authority.

E. Selection Criteria:

In evaluating proposals, the Owner and Designer Selection Committee will consider the members of the proposed design team. Identify those member(s) of the proposed design

team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work.

1. ***Architecture***
2. ***Hazardous Materials***
3. ***Structural Engineering***
4. ***Landscape Architecture***
5. ***Fire Protection Engineering***
6. ***Plumbing Engineering***
7. ***HVAC Engineering***
8. ***Electrical Engineering***
9. ***Data/Communications Consultant***
10. ***Sustainable/Green Design/Renewable Energy Consultant***
11. ***Cost Estimating***
12. ***Accessibility Consultant***
13. ***Traffic Consultant***
14. ***Code Consultant***
15. ***Security Consultant***

**** Note Well –**

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by a sub-consultant(s).

The members of the team for each of the categories of work listed above must be identified including the firm's name, individual's name and professional registration or license number, as applicable.

Failure to address each category may result in the elimination of the applicant from consideration on this project.

Applicants should not list any consultants other than those for the categories of work listed above.

The Owner, through its Designer Selection Committee, will consider the following additional criteria in evaluating proposals:

1. **Prior similar experience best illustrating current qualifications for the specific project, including similar Facility Assessment Studies with specific emphasis on school buildings.**
2. **Past performance of the firm, if any with regard to public, private, DOE-funded, and MSBA funded projects across the Commonwealth, with respect to:**
 - a. **Quality of project design.**
 - b. **Quality, clarity, completeness and accuracy of plans and contract documents.**
 - c. **Ability to meet established program requirements within allotted budget.**
 - d. **Coordination and management of consultants.**
 - e. **Working relationship with local awarding authority, staff and local officials.**

3. Identification and quality of work of the firm, if any, with regard to prior architectural services provided to the District.
4. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
5. The identity and qualifications of the consultants who will work on the project.
6. The qualifications of the personnel to be assigned to the project.
7. 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.

F. Proposal requirements

Persons or firms interested in applying must meet the following requirements:

1. **Applicants must have an up-to-date Master File Brochure on file at the Massachusetts School Building Authority.**
2. Applications shall be on "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2005" as developed by the Designer Selection Board of the Commonwealth of Massachusetts (http://www.mass.gov/cam/DSB/DSB_App_2005_CT.doc).

Applications (one original and three (3) copies) must be received on or before Noon, May 25, 2010.

Applications should be printed double-side and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the proposal is at the applicant's discretion. However, it is recommended that the proposal be laid out in such a manner that the reader doesn't need to be constantly rotating the proposal. Applications should not be provided with acetate covers.

3. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the application. The cover letter must include the certifications as noted in Section D of this RFS. (A copy of the MCPPO certification should be attached to the cover letter as well as any SOMWBA letters.)
4. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project. **Limit additional information to a maximum of three, 8½"x 11" pages, double-sided.**
5. Proposals shall be addressed to:

Paul P. Szymanski
Assistant Superintendent, Finance and Administration
Hamilton-Wenham Regional School Committee
5 School Street
Wenham, MA 01984
(978) 468-5310
Fax 978-468-7889
Email: szymanski@hwschools.net

6. Proposals must be clearly identified by marking the package or envelope with the following:
Comprehensive Facilities Assessment
“Name of Applicant”
7. All questions regarding this RFS should be addressed exclusively in writing to:

Paul P. Szymanski
Assistant Superintendent, Finance and Administration
Hamilton-Wenham Regional School Committee
5 School Street
Wenham, MA 01984
(978) 468-5310
Fax 978-468-7889
Email: szymanski@hwschools.net

G. Pre-Proposal Meeting

In Lieu of a Pre-Proposal meeting all interested parties are encouraged to visit each of the six buildings identified in this RFS. Site visits may be scheduled between the hours of 10:00 a.m. to 2:00 p.m. Monday through Thursday. For an appointment call the Business Office at 978.468.5310 X3.

H. Withdrawal

Applicants may withdraw an application as long as the written request to withdraw is received by the Hamilton-Wenham Regional School District prior to the time and date of the proposal opening.

I. Public Record

All responses and information submitted in response to this RFS 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.

J. 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 Respondent, and to conduct discussions with any qualified respondents and to take any other measures with respect to this RFS in any manner necessary to serve the best interest of the Owner and its beneficiaries.

K. Rejection of Responses, Modification of RFS

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 RFS 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 RFS in part or in its entirety, or to change the RFS guidelines. A Respondent may not alter the RFS or its components.

L. Interpretation of Contract Documents

All interpretations and supplemental instructions will be in the form of written addenda to the RFS, which, if issued, will be mailed, E-Mailed or faxed to all Respondents on record as having requested the RFS. Addenda shall be made available to Respondents not later than three days prior to the date fixed for the receipt of proposals at the Office of the Superintendent of Schools. Failure of any Respondent to receive any such addendum or interpretation shall not relieve any Respondent from any obligation under his submission.

M. Unexpected Closures

If at the time of the scheduled receipt deadline, the Superintendent's Office is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, etc. the receipt of proposals will be postponed to the next normal business day at the time posted in the request for proposals. Proposals will be accepted until that date and time.

ATTACHMENTS

Attachment A: Designer Application Form - DSB_App_2005

Attachment B: Contract for Designer Services

REQUEST FOR DESIGNER SERVICES (RFS)

**Hamilton-Wenham Regional School District
Towns of Hamilton and Wenham, MA**

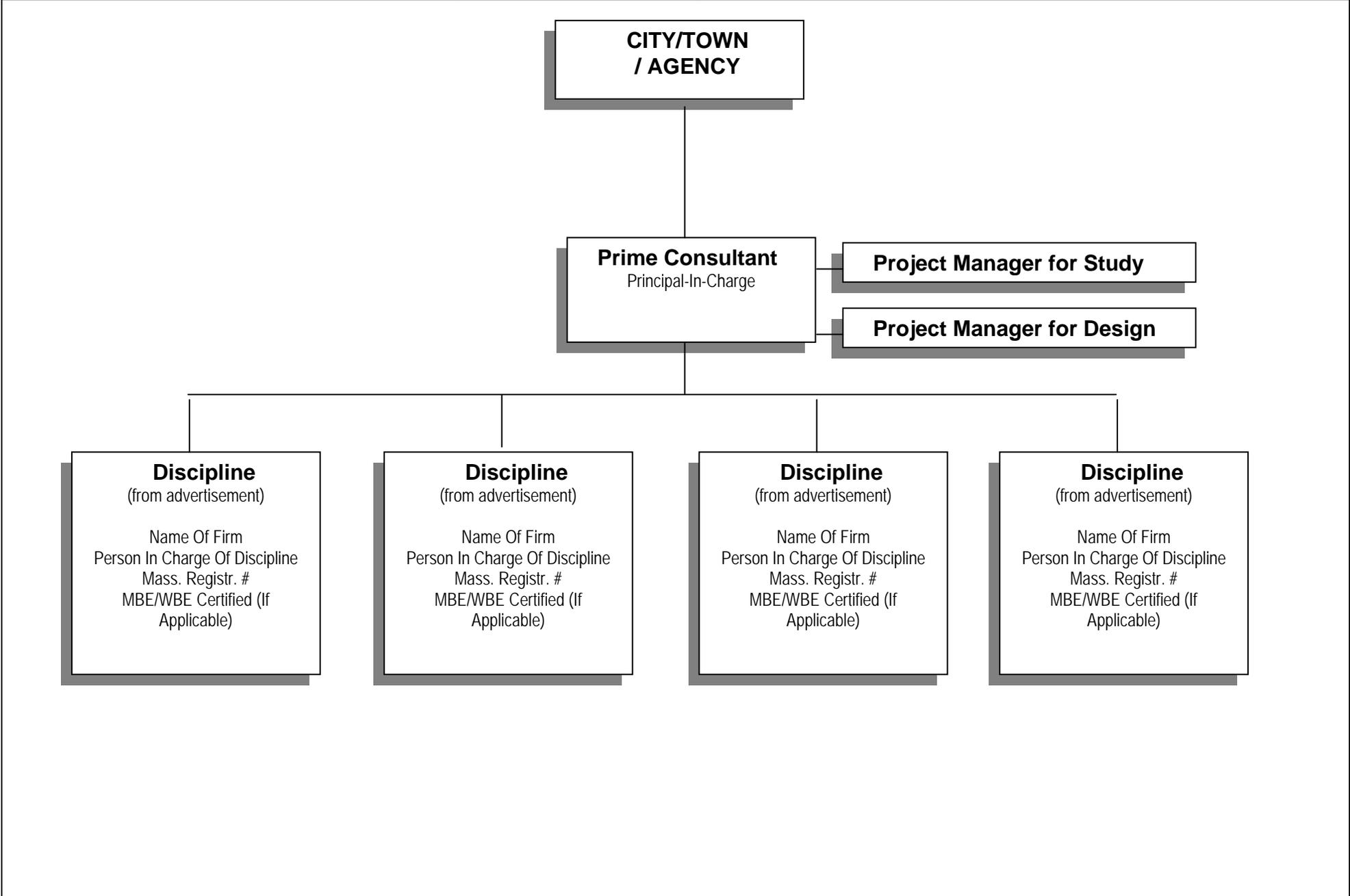
Comprehensive Facilities Assessment

May 5, 2010

Attachment “A”

Designer Application Form – DSB_App_2005

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. 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.	
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 ONLY 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.					
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 (Actual, Or Estimated If Not Completed)	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 REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
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12. Provide A List Of All Projects On Which Monies Were Paid By You, Or On Your Behalf, As A Result Of Professional Liability Claims Occurring Within The Last 7 Years And In Excess Of \$50,000 Per Incident. Please Include Project, Client Names And Explanation. (Attach Separate Sheet If Necessary): **PLEASE ANSWER "YES" or "NO". IF "YES" PLEASE GIVE DETAILS.**

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 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 _____ Printed Name and Title _____ Date _____
 (Signature)

REQUEST FOR DESIGNER SERVICES (RFS)

**Hamilton-Wenham Regional School District
Towns of Hamilton and Wenham, MA**

Comprehensive Facilities Assessment

May 5, 2010

Attachment “B”

Contract for Designer Services

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

Contract for Designer Services

DATE: JUNE _ , 2010

This Contract is entered into on, or as of, this date by and between the Hamilton-Wenham Regional School District, hereinafter called “the Owner” and

INSERT NAME OF FIRM
[Hereinafter called the “Designer”]

[Address of the Designer]

[Telephone Number]

[FAX Number]

1. This is a Contract for:

Designer services for the preparation of a comprehensive facilities assessment of the District’s five schools (including all storage and utility structures), and one central building. Study shall be completed in accordance with Request for Designer Services (RFS) dated May 5, 2010. Total fee shall include the following deliverables: Twelve (12) unbound copies of Draft with PDF for review; provide twelve (12) black and white copies of the final report and an electronic copy. Working renderings as needed and in a form typically provided for such a project.

2. The Contract price to be paid to the Designer by the Owner is:

As per fee proposal dated: TBD
Total fee for professional services: TBD
Reimbursable costs NTE: TBD

Total cost: TBD

3. Payment will be made as follows:

As per Section 22 of this contract

4. Definitions

- 4.1 Acceptance:** All Contracts require proper acceptance of the described goods or services by the Owner. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Owner to insure that the goods or services are complete and are as specified in the Contract.
- 4.2 Contract Documents:** All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications and all Addenda issued during the bidding period. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 4.3 The Contractor:** The “other party” to any Contract with the District. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Architect, Engineer, or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used.
- 4.4 Date of Substantial Performance:** The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 4.5 Goods:** Goods, Supplies or Materials.
- 4.6 Sub Contractor:** Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 4.7 Work:** The services or materials contracted for, or both.

5. Term of Contract and Time for Performance

This Contract shall be fully performed by the Designer in accordance with the provisions of the Contract Documents, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the District, and not subject to assent by the Designer, and subject to the availability and appropriation of funds as certified by the Assistant Superintendent for Finance and Administration. It is anticipated that this project will be completed in approximately nineteen weeks (19) culminating with the delivery of a Final Report on or about October 15, 2010.

6. Subject to Appropriation

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the District is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Assistant Superintendent for Finance and Administration. In the absence of appropriation, this Contract shall be immediately terminated without liability for damages, penalties or other charges.

7. Permits and Approvals

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

8. Termination

a. Without Cause. The District may terminate this Contract on seven (7) calendar days notice when in the best interests of the District by providing notice to the Designer, which shall be in writing and shall be deemed delivered and received when given in person to the Designer, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Designer. Upon termination without cause, Designer will be paid for services rendered to the date of termination.

b. For Cause. If the Designer is determined by the District to be in default of any term or condition of this Contract, the District may terminate this Contract on seven (7) days notice by providing notice to the Designer, which shall be in writing and shall be deemed delivered and received when given in person to the Designer, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Designer.

c. Default. The following shall constitute events of a default under the Contract:

1) any material misrepresentation made by the Designer to the District; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Designer's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Designer's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the District, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the District as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Designer's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting

a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of federal and/or state law and/or regulations, and District bylaws and/or regulations.

9. The Designer's Breach and the District's Remedies

Failure of the Designer to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the District shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

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

10. Statutory Compliance

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

General Laws Chapter 7 – Designer Selection Law

10.2 Wherever applicable law mandates the inclusion of any term and provision into a regional school district contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of regional school districts, such law or regulation shall control.

The Designer shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Designer performs the Contract in violation of any applicable law or regulation, the Designer shall bear all costs arising therefrom.

10.3 The Designer shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered

in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the District. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Hamilton-Wenham Regional School District, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or consultants of any such law, by-law, regulation or decree.

11. Conflict of Interest

Both the District and the Designer acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Designer shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Designer certifies to the District that neither it nor its agents, employees, or consultants are thereby in violation of General Laws Chapter 268A.

12. Certification Pursuant to M.G.L. c.7 §38H (e)

In accordance with M.G.L. c.7 §38H(e), the person signing this contract certifies, as a duly authorized signatory of the Designer, that the 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 this Contract; no Consultant to or Subconsultant 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 Designer or Subconsultant of a contract by the Designer; and 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 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.

13. Discrimination

The Designer will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

14. Assignment

Assignment of this Contract is prohibited, unless and only to the extent that assignment is provided for expressly in the Contract documents.

15. Condition of Enforceability Against the District

This Contract is only binding upon, and enforceable against the District if: (1) the Contract is signed by the School Superintendent or his/her designee; and (2) endorsed with approval by the Assistant Superintendent for Finance and Administration as to appropriation or availability of funds.

16. Corporate Designer

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

The Designer, if a foreign corporation, shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Designer shall comply with all the laws of the Commonwealth.

17. Liability of Public Officials

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

18. Indemnification (Intentionally omitted)

19. Workers Compensation Insurance

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

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Designer shall indemnify the District for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Designer shall furnish to the District evidence of such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the District.

20. Documents, Materials, Etc.

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

Copies, including reproducible copies, of drawings, specifications, and other documents delivered to the District, in tangible or electronic media shall upon such delivery become the property of the District and the District shall have a nonexclusive nontransferable license to copy and use such documents in connection with the construction, reconstruction, repair, use, and occupancy of the Project. Such license shall become irrevocable upon payment in full to the Designer for the preparation and production of such documents. If the District modifies such documents or uses them for purposes not permitted hereunder without the participation of the Designer as provide in the Agreement, such modification or use shall be a the District's sole risk and the District shall release the Designer and hold the Designer harmless form all liability in connection with such modification or not permitted use. This license shall survive termination of this Agreement.

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

21. Payment

The School District agrees to make all reasonable efforts to pay to the Designer the sum set forth in the Designer's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the District of the work completed. All invoices shall be sent to: **Hamilton-Regional Regional School District, Office of the Superintendent, 5 School Street, Wenham, MA 01984.**

22. Waiver and Amendment

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

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

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

23. Forum and Choice of Law

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

24. Notices

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

25. Binding on Successors

This Contract shall be binding upon the Designer, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Designer).

26. Complete Contract

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

27. Supplemental Conditions

The foregoing provisions apply to all contracts to which the Hamilton-Wenham Regional School District shall be a party. One of the following "Supplements" *must* be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

[] GOODS

SUPPLEMENT "G" - Applicable to Contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B)

Hamilton-Wenham Regional School District
Comprehensive Facilities Assessment

[XX] SERVICES

SUPPLEMENT "S" - Applicable to Contracts for the procurement of Services.

[] CONSTRUCTION

SUPPLEMENT "C" - Applicable to Contracts for the construction of public buildings and public works.

Hamilton-Wenham Regional School District
Comprehensive Facilities Assessment

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE DISTRICT

THE DESIGNER

Assistant Superintendent for Finance
and Administration

Company Name

Superintendent Date

Signature Date

Print Name & Title

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

Assistant Superintendent for Finance and Administration

Date

SUPPLEMENT "S"

1. This Form supplements the general provisions of the Contract between the Hamilton-Wenham Regional School District and **[Insert firm name]** which Contract is a contract for the procurement of services.
2. "**Services**" shall mean furnishing of labor, time, or effort by the Designer. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.
3. **Extra Services:** Extra Services are those services requested by the Owner to be performed by the Designer but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner, which Approvals shall not be unreasonably delayed, withheld, denied, or conditioned.

4. **Minimum Wage/Prevailing Wage**

The Designer will carryout the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Section 1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Designer will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage), as shall be in force and as amended.

5. **Insurance**

The Designer shall obtain and maintain the following insurance:

- 5.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
- 5.2 Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million aggregate, which shall include the District as an additional insured, and which shall cover bodily injury, death, or property damage arising out of the work.
- 5.3 Motor vehicle insurance for any motor vehicles used in performing the work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- 5.4 The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Designer's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the District from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.

6. Indemnification

The Designer shall indemnify and hold harmless the Owner the for all damages losses, or claims to the extent resulting from the negligence of or failure to perform obligations under the Agreement by or intentionally wrongful acts of the Designer, its officers, partners, employees, agents or Sub contractors. The District shall indemnify and hold harmless the Designer for all damages, losses, or claims to the extent resulting from the negligence of or failure to perform obligations under this Agreement by, or intentional wrongful acts of the District, its employees or agents (but not including any contractor, subcontractor or supplier of any tier).

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

Superintendent

I CERTIFY THAT FUNDS ARE AVAILABLE:

Assistant Superintendent for Finance and Administration

THE DESIGNER

Date: _____