

Advertisement for RFQ 24-12

REQUEST FOR QUALIFICATIONS
DESIGN SERVICES FOR SECURITY CAMERA INSTALLATION & RELATED DOOR
HARDWARE AND SOFTWARE
GREENFIELD PUBLIC SCHOOLS
RFQ # 24-12

In accordance with M.G.L Ch. 7, SECTION 38A1/2-O, the GREENFIELD PUBLIC SCHOOL DISTRICT is accepting Qualifications for a qualified firm to design installation of security cameras and related camera and door hardware and software. Specifications will be available on Wednesday November 15, 2023, after 10AM on the City of Greenfield website: https://greenfield-ma.gov/departments/procurement/current_bid_opportunities.php or by emailing Laura Phelps- CPO: Laura.Phelps@Greenfield-MA.gov.

Submissions will be received at the GREENFIELD PUBLIC SCHOOLS' SUPERINTENDENT'S OFFICE, 195 FEDERAL STREET, SUITE 100, GREENFIELD, MA 01301, no later than 10:00AM on Thursday, DECEMBER 7, 2023 to be publicly opened and read. No Submissions will be accepted after 10:00AM on DECEMBER 7, 2023. Submission shall be filed in a sealed envelope, bearing the title "SCHOOL SECURITY CAMERA RFQ #24-12", per specifications, delivered personally or by mail to GREENFIELD PUBLIC SCHOOLS' SUPERINTENDENT'S OFFICE, 195 FEDERAL STREET, SUITE 100, GREENFIELD, MA 01301 on or before 10:00AM, DECEMBER 7, 2023.

Questions may be referred ELECTRONICALLY to the following:

Andrew Paquette, SFO, CGFM, MCPPO – businessmgr@gpsk12.org

REQUEST FOR QUALIFICATIONS
DESIGN SERVICES FOR SECURITY CAMERA INSTALLATION AND RELATED DOOR
HARDWARE AND SOFTWARE
RFQ 24-12
GREENFIELD PUBLIC SCHOOLS, GREENFIELD, MA 01301

In accordance with c. 7, Section 38A ½ -O of the Massachusetts General Laws, it is the intention of the District of Greenfield to retain the services of an Architectural/Engineering Firm to design the installation of the Security Cameras & Related Hardware & Software Installations, including doors at the Greenfield Public Schools.

I. Proposed Improvements:

Security Cameras & Related Hardware & Software, including doors Installation Replacement
Greenfield Public Schools, Greenfield, MA 01301

II. Greenfield School Buildings:

- The Greenfield Public Schools (GPS) buildings are as follows: (1) The Academy of Early Learning, 1 Place Terrace, (2) Federal Street Elementary School, 125 Federal Street, (3) Four Corners Elementary School, 21 Ferrante Avenue, (4) Newton Elementary School, 70 Shelburne Road, (5) Greenfield Middle School, 195 Federal Street, and (6) Greenfield High School, 21 Barr Avenue

III. Time Frame:

The aggressive goal would be to complete the design documents through the winter of 2023/2024 so the project can be bid and completed, with a completion of June 30 2024.

III. Scope of Services/Tasks:

The Architect/Engineering Firm selected will be responsible for the following:

1. The design of the replacement of the identified Security Cameras & Related Hardware & Software Installations.
2. The District is looking for all phases of Designer/Engineering Services from Schematic Design, Creation of bid ready documents for Procurement, through Construction Administration and Project Close out on the Security Cameras & Related Hardware & Software Installation replacement. The Firm would work closely with the Facilities Department, GPS Technology Department as well as, the appropriate District Departments, to complete the replacements.
3. The design/ plan and investigation should also include provisions for removal of all old Security Cameras & Related Hardware & Software Installations and related materials and waste.
4. The District will require a summary cost estimate at the completion of the schematic phase and at the design development phase and the Firm selected will be required to prepare an **independent detailed cost estimate** prior to the launch of the formal bid process.

5. The Firm selected shall identify and evaluate any alternative cost efficient solutions and provide a sustainable energy design that may include energy saving components and building materials (if applicable). The District would also look to the Designer/Engineer to work within the proposed budget and identify item or items that may need to be bid, as **alternates** should the initial cost estimate be over the proposed budget.
6. The Firm will be required to prepare a Project Phasing Schedule (if applicable) and specific specifications for the phasing tasks (if appropriate).
7. If selected the Firm must agree to meet the proposed time span to design and complete the process for a formal bid package completed and available for **January 31, 2024**.
8. The District would look to the Firm to assist the District and participate in the information session for Contractors prior to the formal bid and assist with any pending addenda (if applicable).
9. The Firm will work with the District's Business Manager and the City's Chief Procurement Officer or designee. The Firm will conduct the formal Construction Bidding and contract preparation to be reviewed and approved by the District. The District will look to the Design/Engineering firm to assist with issuing any reference checking and recommendations as to the construction contract award.
10. The Firm is required to work closely with the Facilities Director, GPS Technology and the Building Department to achieve the project goals.
11. The Firm must also agree to a negotiated lump sum agreement for the entire phase of designer/engineering services. The lump sum agreement must include all expenses, costs associate for the required Professional Liability Coverage's etc. Not to exceed \$80,000.00.
12. The Firm will be responsible for the printing of the construction documents, specifications, drawings and any other documents related to the project.
13. The District may consider a future contract amendment(s) should the need arise for a major change in the scope of services or for some unforeseeable condition.
14. The Firm should have the ability to collaborate while maintaining independence.

IV. Qualifications:

All Firms must possess and provide evidence within the submission submitted the following "**initial**" minimum qualifications to be considered as "**responsive**":

1. The District will require a **Massachusetts Registration and/or License** for the Project Manager and Project Architect / Engineer and in all applicable disciplines for members of the proposed **Team** to be assigned to the District.
2. All Firms responding to the District's RFP (Applicants) are required to use the standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2018). The District will not accept any other format or version.

3. The **Firm** and any **Consultants/Subcontractors** must have completed all design/engineering services for Security Cameras & Related Hardware & Software Installation replacement project through Project Close out for a District and/or District within the Commonwealth of Massachusetts over the last **five (5) years**.
4. The District requests that the Firm applying for the Project complete the Application Form with special attention to sections 7 (h) and 8 (a). The District would look to the Firm to list **actual projects** completed in the reference information for **each** participant on the **Team**.

VI. Submission Requirements:

All Firms responding to the District's RFQ (Applicants) are required to use the standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2018)

The District will **not** accept any other Application Form or version of the DSB and will consider the proposal as "non-responsive" and the proposal shall be disqualified from any further review if the submission application is submitted on any other Form.

In completing the Application Form, Firms are requested to include information relative to the "Project" that the District is seeking Design/Engineering assistance similar in scope, complexity, comparable in function(s) and components for a Municipality in the Commonwealth of Massachusetts. **In this project any Security Cameras & Related Hardware & Software Installation replacement project for a Municipality in MA would be considered as "relative"**.

1. Each Firm's Proposal cover letter should include a reference to an approximate start date, staff assignments to the District should the Firm be selected and an *agreement be executed*, acknowledgement of any Addenda (*if issued*). ***This letter should include a listing of any proposed outside Firms planning to co-host the project with the Firm if applicable.***
2. Firm's are requested to complete section #7 from the Application Form for each personnel or sub consultant to be assigned together with a staffing grid of the proposed team.

The District is looking for specific project experience related to the above listed tasks. Of particular interest the District would like detailed information as to the Team and Security Cameras & Related Hardware & Software Installation system replacement work completed in the Commonwealth Of Massachusetts over the last 5 years. In this project any and Security Cameras & Related Hardware & Software Installation replacement project for a Municipality in MA would be considered as "relative".

3. The District will also require the Design/Engineering Firm to have a proven track record of providing a project on time and within budget, as well as, relevant information the District deems desirable.
4. A Project time-line should be included in the Proposal indicating how the Firm will approach the work with the District. The Project time-line portion of the proposal should also include a statement listing any items, or requirements that the District would have to make available (if applicable).
5. In addition to the above the Proposal must include all of the *required signed state forms* and statements. ****see samples in the proposal**
6. Any Firm desiring consideration that has not provided all **initial submittal requirements** and meet the minimal qualifications and submittal deadline may be determined to be **non-responsive** and disqualified from any further review.

7. All Proposals shall be submitted in an envelope marked “RFQ 24-12 Greenfield Middle School – Security Cameras & Related Hardware & Software Installation Replacement Project”.
8. Any proposal that includes a reference to a fee or rates will be determined to be non-responsive and disqualified from any further evaluation.
9. Interested Firms shall submit one (1) original (un-bound) and four (4) copies of the Firm's Proposal with the signed required forms and a cover letter by the submittal deadline to:

Andrew Paquette, School Business Consultant
Office of the Superintendent
Greenfield Public Schools
195 Federal Street, Suite 100
Greenfield, MA 01301

Deadline for submission of proposals is **10:00 AM on December 7, 2023**

VII. Evaluation and Selection Criteria:

In evaluating proposals, the Town will review all proposals and base its selection on the following criteria:

- a. Prior experience with similar projects.
 - b. Past performance on public projects and working knowledge of the Massachusetts General Laws relating to public construction projects.
 - c. *Financial stability of the proposer.*
 - d. Professional qualifications of staff and consultants who will work on the Project.
 - e. Current workload or clearly established capacity to complete scope of work.
 - f. Completeness of proposal submitted by each firm; and
 - g. Any other criteria considered relevant to the Project
2. Based upon the ranked proposals, at least three (3) firms will be selected and ranked according to preferences and an award recommendation will be made by the Business Manager and the City’s CPO to the School Committee. At the discretion of the School Committee, interviews may be conducted.
 3. During the evaluation and interview process, the GPS reserves the right to request additional information or clarification from any proposer, or to allow corrections of errors or omissions.

VIII. General and Special Provisions:

1. The GPS reserves the right to reject any and all proposals, waive informalities, and to recommend the award of a contract as may be in the best interest of the Town.
2. All submissions, materials, drawings, plans, and other documents submitted in conjunction with the selection process shall become the property of the GPS and may be disposed of without notification and shall be considered public information.
3. The Designer selected shall be expected to comply with all applicable federal and state laws in the performance of services.
4. The consideration of all proposals and subsequent selection of the successful proposal shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or natural origin.
5. The Designer shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (Chapter 151B of the Massachusetts General Laws).
6. The provisions relating to nondiscrimination and affirmative action in employment shall follow through all contacts and subcontracts that the successful applicant may receive or award as a result of this contract.
7. Services provided by the Designer shall be rendered through a Contract for Designer Services prepared by School Committee and/or City Council, which shall be substantially in the form of the contract attached hereto. The successful Designer will not be considered an employee of the GPS or the City and will not receive any benefits of any employee.

IX. District Agreement Format:

The District will require the Design Firm to use the standard *1987 AIA Owner-Architect Agreement with the District of Greenfield Rider A (as attached)*.

X. Lump Sum Fee:

The fee for the Project shall be lump sum amount and shall include any cost associated for telephone, electronic communications, fax, postage, courier/special handling and delivery fees, photographs, cost estimators renderings, models and mock-ups, testing of prospective materials at the advice of the Firm, expense of additional insurance *including* professional liability insurance (minimum \$1,000,000), travel/mileage or photocopying or reproduction. If there is a need for a survey or topographical review the District will contract the work with an independent Firm.

At the time of negotiations, the District will look to the Firm to provide a list of **hourly rates** for the staff assigned to the District's Project. The hourly rates will be appended to the formal agreement for any future assignments.

Printing Bid Documents

The District will look to the Firm to provide multiple quotes for the printing of the bid documents to comply with M.G.L. Chapter 30B and with the District's Recycled Policy. The Firm being hired will work with the District to achieve the printing requirements. The District will contract directly with the printer selected.

Testing

If recommended, the District will initiate the appropriate agreement and pay for any required testing during the construction period (if applicable).

Upon notice of award and acceptance of contract the Contractor shall submit to the City of Greenfield a copy of its Professional Liability Insurance and a Certificate of Insurance naming the City as an additional insured. This package defines the City's limits for insurance.

XI. Required Statements/Forms:

Per M.G.L. c.7 section 38H(e) and the District of Greenfield the following two (2) statements must be signed individually and included in Proposal with the required DCAM Application Form for Municipalities and acknowledge any addenda to be considered "responsive" and cover letter:

• **CERTIFICATE OF NON-COLLUSION**

The Designer certifies under penalties of perjury that it has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, the Designer certifies under the penalties of perjury that throughout the duration of the contract, it will not have any financial relationship in connection with the performance of this contract with any materials manufacturer, distributor or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Signed

Date

Name of Architect/Engineer

• **CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS**

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the under sign’s knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

**Signature of Individual

***Contractor’s Social Security Number

or Corporate Contractor Federal Identification Number

By: _____

Date: _____

Corporate Officer

(Mandatory, if applicable)

*The provision in the Attestation of relating to child support applies only when the Contractor is an individual.

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

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

OTHER FORMS MAY BE REQUIRED FURTHER INTO THE DISTRICT’S PROCESS

SAMPLE CERTIFICATE OF VOTE (if applicable AT CONTRACT EXECUTION)

The District requires Firms to complete the following and attach to any future contracts.

If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

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

_____ Held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was VOTED That,

_____ (Name) (Officer)

Of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____

(Officer)

Of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the _____

That _____ is the duly elected

_____ Of said company, and that the above vote has not been amended or rescinded

(Officer)

in full force and elect as of the date of this contract.

A true copy,

ATTEST _____

Clerk

Place of Business _____

Corporate

_____ Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____

DAY OF _____, 2023

NOTARY PUBLIC

XII. Return of Proposals:

All submissions received at the deadline for submission for consideration by the District will remain public record of the District and will not be returned.

XIII. Proposal Modification:

Proposals may be corrected, modified or withdrawn if a written request is received in advance signed by the appropriate representative of the Firm.

XIV. Insurance Requirements:

Upon notice of award and acceptance of a contract, the Contractor shall submit to the City of Greenfield a copy of the Company's Professional Liability Insurance (see Rider A) and a Certificate of Insurance indicating General Liability, Automobile Liability naming the City as an additional insured and Workers Compensation (per Statute).

XV. Additional Information/Addenda/Agreement Format:

Questions:

GPS will respond to any questions if received three (3) days in advance of the deadline in the form of an addenda. All questions should be emailed to businessmgr@gpsk12.org. If there is a need to clarify a section in the proposal the City will forward an Addenda to all bidders of record. It shall be the responsibility of all Firms to ensure the receipt of any addenda issued. No addenda shall be issued less than two (2) days before the Proposal submittal deadline. Addenda will be posted on the City's Website: https://greenfield-ma.gov/departments/procurement/current_bid_opportunities.php

All Firms are requested to acknowledge receipt of any addenda that the District may issue in the cover letter of the Firm's proposal.

Weather Issues:

If at any time of the scheduled proposal submittal deadline that the Municipal Building is closed due to uncontrolled events such as fire, snow ice, wind, or building evacuation, the proposal deadline will be postponed until 10:00 AM on the next normal business day. Proposals will be accepted until that time.

Agreement

The Designer Agreement will be on the AIA 1987 version with the District Attorney's Rider A (sample attached).

GPS has the renovation drawing for the building but no original shell construction details.

XVI. City's Responsibilities:

GPS in partnership with the City will issue all future bid documents under M. G.L. c149, notifications, wage rates, advertisements and contracts.

XVII. Consultant Selection(s)

GPS reserves the right to reject the choice of any such Engineer's Consultant. In no event will a firm be used who has been debarred pursuant to Chapter 149, Section 44c of the Massachusetts General Laws.

(Sample)
DISTRICT ATTORNEY'S
RIDER A

To Owner - Architect Agreement

Between

City of Greenfield, MA
Owner

and

_____, Architects

The terms and conditions of the Agreement between District of Greenfield (Owner) 355 East Central Street, Greenfield, Massachusetts and _____ Architects are amended as hereinafter specified; in the event of any conflict between any provisions or language of the agreement and any provision or language of this rider, the provision or language of the rider shall control:

Add: Article O - Scope of Project.

The _____ project consists of _____ a

_____, all in compliance with the federal Americans with Disabilities Act, Commonwealth of Massachusetts Handicapped Access statute and regulations, together with all other applicable building, health and safety statutes, codes, and regulations, all as set out in Owner's Request for Proposal for Architectural Services (hereinafter: "Owner's RFP") and Architect's Proposal for Architectural Services dated _____ (hereinafter: "Architects' Proposal") which documents are incorporated herein by reference.

Subparagraph 1.1.1: add at end of sentence:

The architect, architect's employees and architect's consultants shall be those identified in Architect's Proposal and no others without prior written approval of Owner.

Subparagraph 1.1.2: add the following sentences at the end:

The architect shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established architectural firms experienced in the design, construction, and supervision of _____ projects in Massachusetts.

The Architect represents and warrants that the Architect is familiar with and knowledgeable about the laws, regulations, by-laws, ordinances, codes and other requirements (hereinafter collectively referred to as the "Codes") relating to public construction which are applicable to the design and construction of the Project, and the Owner is relying upon the Architect's skills and expertise in this area to assure that the Project complies with such Codes.

Add new Subparagraphs 1.1.4 and 1.1.5 as follows:

1.1.4 The Architect shall exercise due care and make a diligent professional investigation of the Codes, which are applicable to the design and construction of the Project and shall ensure that all plans and specifications for the Project comply with the Codes.

1.1.5 The Architect and any engineering consultants employed or engaged by Architect shall maintain professional liability insurance during the Project in the amount of \$1,000,000.00. The policy shall permit claims to be made after the policy period for occurrences during the policy period.

Subparagraph 2.1.1: Change to read:

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6, any other services identified in Article 12 as part of Basic Services, and include the specific engineering services requested in Owner's RFP and proposed in Architect's proposal.

Subparagraph 2.2.1: Add the following at the end:

The Owner and Architect acknowledge that the goals of the Project might best be achieved through a combination of architectural and programmatic modifications and that the Owner is relying upon the Architect's professional expertise to help identify these variables.

Subparagraph 2.2.3 is deleted and replaced with the following:

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project, and the Architect shall develop an integrated plan, employing both architectural and programmatic elements designed to arrive at an optimum approach to achieve the goals of the Project.

Subparagraph 2.2.5 is deleted and replaced with the following:

2.2.5 The Architect shall submit to the Owner an estimate prepared Construction Cost in Construction Specification Institute format and make available other breakdowns as requested.

Subparagraph 2.3.1 add after "Schematic Design Documents" the words: as defined in Owner's RFP.

Add a new Subparagraph 2.3.3 as follows:

2.3.3 The Architect shall, on request, prepare explanatory materials and appear on behalf of the Owner at regulatory meetings relevant to the Project. The Architect shall also assist in preparing all necessary petitions or written submissions required for approvals, including variances, of state and local agencies having jurisdiction over some portion of the Project, provided, however, that the Architect's Basic Services shall not include (a) the preparation of exhibits, affidavits or other special materials required in connection with seeking such approvals nor (b) the costs, if any, of compensating the Architect's consultants for testifying or otherwise appearing in support of such efforts at hearings before such agencies. The Owner will make a reasonable attempt to minimize the need for the Architect to be present at regulatory meetings.

Subparagraph 2.4.1: add the following at the end:

The Construction Documents shall be in such form and contain such detail as to permit the issuance of the necessary building permits for the Project, and the Architect shall, if requested by the Owner, assist in obtaining such permits on behalf of the Owner.

Subparagraph 2.6.1 is deleted and replaced with the following:

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates upon completion of the punch list, issuance of a Certificate of Occupancy, or certification of final payment, whichever last occurs, provided that if certification of final payment is withheld, Architect's responsibility shall terminate on last of remaining occurrences or ninety days after certificate of final payment would otherwise have issued, whichever is later.

Subparagraph 2.6.5 is deleted and replaced with the following:

2.6.5 The Architect shall visit the site periodically at intervals appropriate to the stage of construction, and during periods of active construction, shall visit the site at least weekly and more frequently if, in Architect's experience, the phase of construction requires. On the basis of on-site observations, the Architect shall keep the Owner informed of the progress and quality of the work and shall exercise best efforts to guard the Owner against defects and deficiencies in the work.

Subparagraph 2.6.10: add after language "information and belief" in fifth and sixth line and "based upon Architect's education, training and experience".

Subparagraph 2.6.12: add at the end of first sentence: "The structural engineer shall review the shop drawings of structural components for conformance with the structural requirements of the contract Documents and the Massachusetts Building Code, **and at the end of the paragraph add:** "Nothing in this paragraph shall derogate from the Architect's responsibility for the structural integrity of the design of the building and its components".

Subparagraph 2.6.13: add at end of sentence:

and provided that minor change does not affect original design or function

Subparagraph 2.6.16: delete second sentence and replace with:

When making such interpretations, and initial decisions, the Architect shall act as agent of the Owner and shall use best efforts to secure faithful performance by Contractor.

Subparagraph 2.6.17: delete and replace with:

2.6.17 The Owner shall have the final approval on matters relating to aesthetic effect.

Subparagraph 3.1.1 is amended to read as follows:

3.1.1 The services described in Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described in Article 3 shall only be provided if authorized and confirmed in writing by the Owner. All Additional Services shall be deemed Basic Services if such Additional Services are required because of the Architect's failure to perform under this Agreement.

Subparagraph 3.2.1 is amended to read as follows:

3.2.1 If in Architect's opinion more extensive representation at the site than is described in Subparagraph 2.6.5 is required, he shall inform Owner of said fact and, if Owner so-authorizes in writing, one or more Project Representatives may be employed by Architect to assist in carrying out such additional on-site responsibilities.

Subparagraph 3.3.1.2 is amended by inserting "unanticipated" before the word "enactment".

Subparagraph 3.3.3: add at end of sentence: which represent significant changes in scope.

Subparagraph 3.3.4: add at end of sentence: about which information is not readily available.

Subparagraph 3.3.6: add at end of sentence: PROVIDED THAT the District's liability shall be limited to those costs covered by the proceeds of the contractor's performance bond.

Subparagraph 3.3.7 is deleted.

Subparagraph 3.3.8 is amended to read as follows:

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto and except for the services mentioned in Subparagraph 2.3.3.

Add a new Subparagraph 3.3.10 as follows:

3.3.10 Anything in this Article 3 to the contrary notwithstanding, the Architect's services in evaluating substitutions proposed by the Contractor, project changes or revisions by the Owner and such other changes, revisions, and evaluations which are to be reasonably anticipated in this project are not to be considered Additional Services.

Subparagraph 3.4.4: add at end of sentence: PROVIDED THAT, submissions to local government authorities, or submissions to state governmental authorities such as the _____, Architectural Barriers Board, and others having jurisdiction over the project shall be considered a basic service.

Subparagraphs 3.4.10 and 3.4.14 are deleted.

Subparagraph 3.4.18 is deleted and replaced with the: providing services after the completion of the punch list, issuance of certificate of occupancy, certification of final payment or ninety days following date when certificate of payment would have issued if withheld, whichever last occurs.

Subparagraph 3.4.19 is deleted and replaced with: providing services of consultants other than those specified in this agreement and its referenced documents.

Subparagraph 3.4.20 add in second line after "Agreement": and its referenced documents.

Subparagraphs 4.6, 4.6.1, and 4.7 are deleted.

Subparagraph 6.1 is replaced with the following:

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project shall be considered the legal property of the Owner, who shall retain all common law, statutory and other reserved rights, including the copyright. The Owner may use such documents in connection with the completion of the Project regardless of whether the Architect is in default. The Drawings, Specifications or other documents shall not be used by the Architect or others on other projects except with the prior written consent of the Owner and the payment of appropriate compensation if specified by the Owner PROVIDED THAT the Architect may make use of the Drawings, Specifications and other documents prepared by the Architect for this project for marketing purposes. The Architect shall have no legal liability if Owner makes use of said documents on any other project or for any other purpose apart from the completion of this project.

Subparagraph 7.1 is deleted and replaced with:

7.1 Claims disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect only if the parties mutually agree in writing to do so.

Add at the end of Paragraph 8.6 the following:

If termination is the fault of the Architect the reasonable costs and expenses incurred by the Owner in curing the Architect's default shall be deducted from the compensation and Reimbursable and Termination Expenses, if any, due the Architect.

Substitute the following for Paragraph 8.7:

8.7 Subject to the provisions of Paragraph 8.6, Termination Expenses are in addition to compensation for Basic and Additional Services and consist of expenses, which are directly attributable to termination. Compensation to the Architect for Termination Expenses shall not exceed five percent (5%) of the total compensation for Basic and Additional Services earned to the date of termination.

Subparagraph 9.1 is deleted and replaced with:

This agreement shall be governed in all respects by the law of the Commonwealth of Massachusetts.

Subparagraph 9.4 is deleted.

Subparagraph 10.2.1.1 is deleted and replaced with Expenses in connection with authorized out-of-state travel, long-distance communications and fees paid for securing approval of authorities having jurisdiction over the Project

Subparagraph 10.2.1.2 is deleted and replaced with:

Owner shall contract directly for printing services of the final contract drawings and specifications to be made available for bidding purposes following receipt of three (3) quotes obtained by the Architect on behalf of the District. Any additional printing shall be the responsibility of the Architect unless prior approval is given by the District.

Subparagraphs 10.2.1.5 and 10.2.1.6 are deleted.

Add a new subparagraph 10.2.1.7 as follows:

10.2.1.7 There shall be no reimbursable expenses apart from those included as a component of the total agreed compensation as set forth in subparagraph 10.4.2 without the express prior written consent of the Owner.

Add a new subparagraph 10.4.2 as follows:

10.4.2 The total compensation payable by the Owner to the Architect pursuant to this Agreement (including but not limited to compensation for Basic Services, Additional Services, and expenses of whatever type), shall not exceed _____ Thousand Dollars (\$_____).

Article 11 - Delete Paragraphs 11.1 through 11.2.2 and 11.4 through 11.5.3 inclusive and insert the following new Paragraphs under

Article 11:

Article II BASIS OF COMPENSATION

11.1 The Owner shall compensate the Architect on the basis of periodic invoices for work actually performed and expenses incurred.

11.2 Payments for work actually performed are due and payable sixty (60) days from the date of the Architect's invoice. Amounts unpaid sixty (60) days after an approved invoice is received shall bear interest at the rate of five percent (5%) per annum.

In Article 12 add the following:

12.0 Scope of Architect's Basic Services Notwithstanding any provision in the agreement to the contrary, Architect's Basic Services shall include all work specified in Owner's RFP and Architect's Proposal and any work necessary or incidental thereto.

12.1 Professional Liability Insurance Requirements

12.1.1 The Architect shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Architect, and of any person or business entity for whose performance the Architect is legally liable, arising out of the performance of this Agreement in an amount equal to One-Million Dollars (\$1,000,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Architect shall notify the Owner should coverage become unavailable during that period. The Architect shall obtain and provide a certificate of insurance for each consultant employed or engaged by Architect prior to each consultant's involvement in the project.

12.1.2 Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Architect to the Owner prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

12.2 CERTIFICATIONS

12.2.1 The Architect hereby certifies that the statements made in Subparagraphs 12.2.2 to and including 12.2.6 herein are true, correct and complete, this certification shall continue throughout the period of the project.

12.2.2 The Architect has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement for architectural services.

12.2.3 No consultant to or subcontractor for the Architect has given, offered or agreed to give any gift, contribution or offer of employment to the Architect, 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 Architect.

12.2.4 No person, corporation or other entity, other than a bona fide full time employee of the Architect, has been retained or hired by the Architect to solicit for or in any way assist the Architect in obtaining this Agreement for architectural services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Architect.

12.2.5 The Architect has internal accounting controls as required by the Massachusetts General Laws and it will:

- a. maintain accurate and detailed accounts for a six (6) year period after the final payment;
- b. file regular statements of management concerning internal auditing controls;
- c. file an annual audited financial statement; and
- d. Submit a statement from an independent certified public accountant (CPA) that a CPA (or public accountant) has examined management's internal auditing controls and expresses an opinion as to their consistency with management's statements in Subparagraph 12.2.5(b) above and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to the Architect's financial statements.

12.2.6 the Architect has complied with the tax laws of the Commonwealth of Massachusetts.

12.3 In accordance with the requirements of paragraph 12(f) of the Guidelines for Local Designer Selection Procedures, neither the Architect nor its consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Architect in the preparation of its bid documents, as reasonably determined by the District of Greenfield.

This Agreement, consisting of () pages of the Standard Form of Agreement and () pages in the Rider, is entered into as of the day and year first written on page one (1) of the Standard Form.

Architect:

By:

Title:

A registered architect pursuant
to M.G.L. Ch. 112, Secs. 60 A -
60 O Registration No.

Greenfield Public Schools

Christine DeBarge, District Superintendent

An appropriation of funding is available:

Andrew Paquette, School Business Consultant

Accepted by:

Greenfield School Committee

Approved as to Form:

Laura Phelps- CPO- City of Greenfield