TOWN OF MONTAGUE
REQUEST FOR QUALIFICATIONS (RFQ)

ARCHITECTURAL AND DESIGN SERVICES
For the Planning and Design of the Montague Public Libraries' Main Branch
Under the direction of the Library Building Steering Committee

May 7, 2025

Issued by: Montague Selectboard

Submissions Due: June 2, 2025 - 12:00 pm

Submit Responses to:

Chris Nolan-Zeller
Montague Library Architectural and Design Services
Selectboard Office
Town of Montague
1 Avenue A
Turners Falls, MA 01376

The Town of Montague is an equal opportunity employer and does not discriminate on the basis of age, gender, race or disability. SOMWBA certified vendors are strongly encouraged to apply.

A Respondent with disabilities or hardships that seeks reasonable accommodations, which may include the receipt of RFQ information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing to the contact person below, and reasonable accommodation will be made by agreement with the contact by the Town of Montague.

The Town of Montague does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you require an accessibility or language accommodation, please contact Chris Nolan-Zeller at 413-863-3200 x109 or chrisn@montague-ma.gov.

REQUEST FOR QUALIFICATIONS (RFQ)

TOWN OF MONTAGUE

ARCHITECTURAL & DESIGN SERVICES

CONSTRUCTION/RENOVATION OF THE MONTAGUE PUBLIC LIBRARY MAIN BRANCH

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I. LEGAL NOTICE

REQUEST FOR QUALIFICATIONS (RFQ) - TOWN OF MONTAGUE

Architectural and Design Services

CONSTRUCTION/RENOVATION OF THE MONTAGUE PUBLIC LIBRARY MAIN BRANCH

The Town of Montague, MA, acting through its Selectboard, and Downes Construction, as the Owner's Project Manager, will receive Responses from qualified individuals, partnerships, or firms for Massachusetts Public Library Construction Program (MPLCP) Level of Design Services for the planning and design of a renovated or new public library. Architectural and Design services will commence immediately after contract award. Planning and design are required to be completed by December 5, 2025, allowing the Town of Montague sufficient time to review and submit design documentation to the Massachusetts Board of Library Commissioners (MBLC) by December 31, 2025.

Any future design development, including preparation of construction documents, will be dependent upon Town approval and the receipt of a Construction Grant from the MBLC.

RFQ documents are available at the Selectboard office, Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376, or by sending an email to chrisn@montague-ma.gov.

Notice of this RFQ is published in the *Central Register* (which is a weekly publication of the Office of the Secretary of State), *COMMBUYS*, *The Montague Reporter* (a newspaper of general circulation), and posted on the Town website (https://www.montague-ma.gov/BIDS).

This is not a price competition. Selection will be based upon qualifications and experience relative to specified evaluation criteria. The Town will evaluate Responses and negotiate a price with the highest-ranking Respondent. If negotiations are unsuccessful, the Town may negotiate with the next-ranked Respondent, and so on.

A Briefing Session and Site Tour will be held on May 19, 2025, at 11:00 am in the Carnegie Library, located at 201 Avenue A, Turners Falls, MA 01376. **Attendance is strongly encouraged, but not mandatory.**

Written questions must be submitted by email before May 20, 2025 by 5:00PM. Address them to Chris Nolan-Zeller via email at chrisn@montague-ma.gov and cc: Steve Smith at ssmith@downesco.com using the subject line "Montague Public Library Architectural and Design Services." Responses to questions and any RFQ addenda are expected to be emailed to applicants on record as having received the RFQ by May 26, 2025.

Bid responses are to be submitted to the Montague Selectboard's office no later than June 2, 2025, at 12:00 pm. Submittals arriving subsequent to the deadline will NOT be considered. Respondents must submit one original unbound copy of their Response, 10 bound copies, and a USB flash drive with all relevant Response files. Responses will be opened in the Annex meeting room of Montague Town Hall at One Avenue A in Turners Falls. See further instructions in Section IV.

The Town reserves the right to cancel this bid, to reject any and all responses, to waive informalities, and to make an award as it believes is in the best interest of the Town.

II. BACKGROUND AND SCOPE OF SERVICES

A. Background

The Town of Montague is a community of 8,580 residents located in Franklin County, Massachusetts, with a median household income of $72,344. Montague was one of just seven municipalities in the Commonwealth selected for immediate funding for the 2023/2024 MPLCP, administered by the MBLC. The grant and local matching support will provide for the design and construction of EITHER a renovation and addition on the existing Carnegie Library, located at 201 Avenue A, Turners Falls, Massachusetts, OR a new main library on a vacant Town-owned parcel of land, 38 Avenue A, Turners Falls, Massachusetts. Informed by a community survey and at least one community input session, the decision to add onto the Carnegie Library or to construct a new main library will be reached early in the summer of 2025 to ensure that there is adequate time to flesh out and receive feedback on several design iterations before a final design is selected.

The Montague Library Building Project will be designed in accordance with the Library Building Program, which specifies 12,540 square feet of assigned spaces and up to 4,180 square feet of unassigned space. The new or improved Library will include spaces for collections, youth programming, community gathering, research, quiet study, and technology use. The design will be accessible, efficient, flexible, and beautiful, including everything that the community needs and nothing that it does not. Paying homage to the historic character of Avenue A is vital to the Montague community, as is creating a space that is comfortable and cozy. The new or improved Library building and its grounds will reflect the canal and river setting of the surrounding area. The total projected costs are currently estimated to be between $14.5 and $15.6 million dollars.

The building program and all associated documents (listed under 5/21/24) can be downloaded at:
https://www.montaguepubliclibraries.org/building

This project will improve or replace the Carnegie Library, which is the main library in Montague, located in downtown Turners Falls. Two library branches serve the villages of Montague Center and Millers Falls, respectively. Opened to the public in 1905, the Carnegie Library was designed by esteemed architects McLean & Wright of Boston. Constructed from yellow Pennsylvania brick to distinguish it from its red-bricked neighbors, the building contains two full stories and a partially finished basement, totaling 7,058 sq ft. The interior is resplendent with oak columns and marble mosaic, a lovely curving staircase, and two green marble fireplaces. By 1915, it was deemed too small to adequately serve the community's needs, but the library has not been expanded since the original construction. That said, upgrades have been made, including a wheelchair ramp installed in 1997, an ERV air exchange system installed in 2020, and a basement renovation completed in 2024. Most areas of the building, including the basement, second floor, restroom, and DVD and adult book collections, are not accessible by wheelchair or walker users. Despite the building's restrictions, the library is well used and materials circulation mirrors that of larger towns. The Carnegie Library has a preservation restriction attached to it, meaning that the Mass

Historical Commission would need to approve of any plans before they could be submitted to the MBLC. Additionally, the Mass Historical Commission would look most favorably upon a rear expansion of the current building, but has expressed a willingness to approve an expansion from the side, provided the addition "reads as subservient" to the original building and uses the appropriate materials on the façade.

38 Avenue A, the potential site for new construction, is in a historic district, meaning it would also be required to adhere to certain guidelines to preserve the historic character of Turners Falls's downtown. Namely, its street-facing façade would need to be constructed of brick and mirror the height of adjacent buildings.

Regardless of addition/renovation or new construction, the Town is focused on sustainability. The project will not be certified; however, the design and eventual construction should consider cost-effective options that can reduce operating costs and energy usage. Additionally, the project must comply with the Massachusetts Stretch Code.

The Montague Selectboard is the contracting authority for this project, but has established a Library Building Steering Committee (LBSC) consisting of nine individuals with diverse expertise, as well as the OPM, to oversee execution of the project. The committee's charge, established January 27, 2025, includes responsibility for supporting and facilitating the planning and design phase and, if approved, the construction phase of the Montague Main Library Building Project.

The Architect will be expected to work closely with the LBSC and with the Town Administrator, who is also the Town's Chief Procurement Officer, to ensure a successful project. Note that the LBSC and OPM will be deeply engaged in all phases of project execution.

B. Scope of Services

The initial phase of services will begin with the MPLCP Level of Design only. The Town may negotiate with the same designer for additional design services such as design development, surveys, plans, specifications, bid and construction phase services, FF&E, and close-out services, etc. Below are the current service requirements:

Services Requirements:

The design firm chosen will be responsible for providing services in conjunction with the completion of a preliminary design study for the construction of an addition to the current library building and renovation of the existing library space located at 201 Avenue A Turners Falls, Massachusetts; OR a new main library on a vacant Town-owned parcel of land, 38 Avenue A Turners Falls, Massachusetts, including completion of the following tasks:

1. Working with the Montague Public Libraries Building Program and members of the Library Building Steering Committee, the Montague Public Libraries Trustees, the Owners Project Manager, and the Director of the Montague Public Libraries, to evaluate both the current library building, its condition and its site options, particularly regarding the best possibilities for expansion and renovation needs, as well as the suitability of 38 Avenue A for the construction of a new main library.

2. Meet and discuss with the Committee the cost and design differences associated with new construction versus renovation of and an addition to the Carnegie Library, as well as the various components within the current building to make it fully handicapped accessible. This will also include a high-level feasibility of the various sites, including project footprint, building/addition location, community access, and parking options.

3. After a site has been selected and approved by the Montague Public Libraries Trustees and Montague Selectboard, provide a minimum of three conceptual designs that satisfy the requirements described in the Building Program, taking into consideration the preservation restrictions, zoning, and site constraints that may impact development. Provide the advantages and disadvantages of each design and related budget ramifications.

4. Develop elevation drawings for each conceptual design depicting all sides of the projected new building OR renovations/additions to the existing building and showing the various media that said exterior could employ in order to best and cost-effectively complement and/or match the brick exteriors prevalent in downtown Turners Falls.

5. For each conceptual design, develop a site plan that includes parking, grading, building location, and the design of utilities with particular attention to septic and water supply issues. The site plan(s) should allow for the incorporation of green space, if available, for public use while allowing for adequate parking.

6. Develop a full facilities utility system requirement based upon the guidelines and conditions of the Building Planning Committee and the guidelines detailed in the MPLCP Level of Design. Engage the services of a mechanical engineer, electrical engineer, structural engineer, civil engineer, hazardous substances consultant, and others as needed. Provide energy system life-cycle cost estimates as required by Massachusetts law.

7. Develop complete cost estimates and a narrative for the selected building scenario (renovation and addition or new construction) and for the purchase and installation of equipment and furnishings. In developing cost estimates, consider the removal of any hazardous materials, if any, and the relocation/removal and installation of engineering systems (electrical, HVAC, etc.) and utilities (water supply, septic, phone, etc.).

8. Develop a proposed Work Plan with critical review points and schedules; include a proposal and cost estimates for an interim operating plan (if needed), the objective of which is to maintain library services to the Town during renovation/construction.

Presentation and Documentation Requirements

9. For the final design, complete for presentation purposes a three-dimensional model, building layout plan, architectural elevation rendering plan sheets, and layout of the building on the site plan as provided by the Town, including the parking plan.

10. For the final design, provide color renderings on illustration board of sufficient quality to be displayed during fundraising campaigns and at Town Meeting, provide photographic slides of the three-dimensional model and renderings for the same purposes.

11. For the final design, provide a full narrative budget of construction costs in detail.

12. Include in the final design all necessary requirements needed for MPLCP Level of Design.

13. Produce a five-page or less final narrative summary in reproducible form for use by the Library Building Steering Committee for the purpose of reprinting and distribution at Town Meeting. The document should detail the arguments and justification for the selected schematic proposal in comparison to early schematic plans.

14. All documentation, research, analysis, and narrative to be compiled and placed into a printed final document which shall include the two or more design alternatives and the selected design including all plans, documentation, and supporting materials. Ten copies of such printed materials shall be provided to the Library Building Steering Committee.

Attendance Requirements

15. Attend meetings (virtually and/or in-person) of the Library Building Steering Committee as requested, meetings of the Montague Public Libraries Trustees as requested, meetings with the OPM, and meetings with the Library Director when necessary to accomplish the above-described tasks; attend meetings with other Town boards and bodies as requested by the Montague Public Libraries Trustees, including public informational sessions and the annual Town Meeting.

16. In conjunction with the OPM, meet with the Building Inspector, Turners Falls Fire Chief, Montague Police Chief, and Montague Health Director to discuss building and safety requirements of the facility and ensure all applicable code compliance.

III. QUALIFICATIONS AND EVALUATION

A. Minimum Qualifications

In order to be eligible for selection, each Respondent must certify in its cover letter that the organization and its proposed staff meet the minimum requirements, and provide additional information, detailed below. Any Respondent that fails to meet these minimum requirements will be rejected without further consideration. Each response:

1. Shall name the individual (or individuals) who will serve as the Project Designer/Architect and indicate the approximate amount of time (in full-time equivalents) that each will devote to the project over its duration. Include resumes for named individuals.

2. Shall guarantee that both the Project Director and/or Project Manager are registered by the Commonwealth of Massachusetts as an architect and have at least five (5) years of experience in the design of public buildings.

3. Shall be accompanied by a completed Standard Designer Application Form for Municipalities and Public Agencies (updated July 2016), a copy of which is attached hereto.

4. Shall be signed as follows: (1) if the respondent is an individual, by her/him personally; (2) if the respondent is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the respondent is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

5. Shall guarantee that no firm or individual named in the Response is debarred under M.G.L. c.149, §44C or disqualified under M.G.L. c.7C, §47.

6. Shall be complete in all aspects, as described in this RFQ.

B. Distinguishing Qualifications

Further, each Respondent will provide evidence in its Response narrative of the extent to which the organization and its proposed staff meet the following Distinguishing Qualifications. Responses must demonstrate that the Respondent and proposed staff:

1. Possess a clear understanding and ability to meet the needs of the Town of Montague relative to design of a new or improved main Library as described in this RFQ.

2. Massachusetts registration and licensing in all applicable disciplines. Experience with library building projects and public building projects in Massachusetts is preferred.

3. Possess a thorough knowledge of MA Procurement and Public Construction laws, including without limitation, M.G.L. Chapter 149 and 30.

4. Possess a thorough knowledge of the Massachusetts State Building Code, Stretch Code, the regulations of the Massachusetts Architectural Access Board, and the Americans with Disabilities Act.

5. Experience in the preparation of space programs, final design documents, and public building documents.

6. Experience in conceptual/schematic design of federal, state, or local building projects, having worked within the municipal sector involving public financing.

7. Demonstrate the institutional capacity (both financial and managerial) to perform Design services as specified within this RFQ.

8. Have significant experience with the design of high-performing, energy efficient buildings. Examples may include experience with net-(and near-net) zero design, including "passive" design and construction; radiant-floor heating; strategic ventilation; and non-fossil-fuel energy sources and infrastructure, including geothermal (aka ground-source heat pumps), solar thermal, and air-source heat pumps.

9. Minimum of four completed or designed public building projects of similar scope, with the preference that at least one is a library in a historic building and/or district. Please indicate any projects completed with the MBLC.

C. Evaluative Criteria

In addition to screening for compliance with minimum requirements, and in accordance with Distinguishing Requirements, responses shall be evaluated relative to the following criteria:

1. Documented experience of the <u>firm</u> serving as Designer/Architect for similar public facility building design projects in the last five (5) years, highlighting experience in Massachusetts.

2. Documented experience of the <u>key staff</u> serving in their proposed roles for similar public facility building design projects in the last five (5) years, highlighting experience in Massachusetts.

3. Capacity to undertake a project of this magnitude:
    a. Documentation that <u>the firm</u> has sufficient capacity to undertake this project in conjunction with other projects that will be ongoing during Montague's design period.
    b. Documentation that <u>key staff</u> have sufficient time to allocate to this project during Montague's expected design period.

4. Financial strength of organization:
    a. Documentation that the firm has the financial resources and stability to undertake a project of this scope and size in conjunction with any other current projects.

5. Identity and qualifications of proposed key staff:
    a. Documentation that any/all Designers/Architects have the required registrations and licenses.
    b. Documentation of experience by any/all Designers/Architects on projects of a similar size and cost.

6. Knowledge and experience with the design of high-performing, energy-efficient buildings.

7. Knowledge and experience with the design of buildings that mirror and/or complement the historic district in which they reside.

8. Strength of ideas and innovative approaches to design and materials used to manage project costs while ensuring high-quality design.

9. Strength of references for relevant projects completed within the past five years.

D. Suggested Submission Format

In order to evaluate each proposal similarly, please use the following structure:

1. Cover Letter/Executive Summary
2. Firm Background & Experience
3. Project Understanding & Approach
    a. Understanding of the Community/Town goals & Scope of Work Required
    b. Detailed Project Approach & Breakdown of Tasks
    c. Preliminary Design Schedule & Commitment
4. Proposed Team
5. Financial Strength
6. Required Forms

E. Evaluation Assessment Scale

A simple four-point scale (Excellent, Good, Fair, Poor) will be used to assess the relative merits of each submission that meets the Distinguishing Qualifications and evaluative criteria described above. Minimum Qualifications will be confirmed in a yes/no format. Submissions that do not meet all Minimum Qualifications will not be considered. This four-point scale will be applied to each of the evaluative

criteria described above for the purpose of Response ranking, with ratings summed across measures. The Town reserves the right to consider criteria not specified in this RFQ.

Note that The Town of Montague reserves the right to reject any Response in the best interest of the Town. The LBSC reserves the right to consider any additional relevant criteria that it may deem appropriate, within its sole discretion, before determining final rankings. The LBSC may or may not, within its sole discretion, seek additional information from Respondents.

IV. KEY DATES AND SUBMISSION INSTRUCTIONS

A. Key Dates

Bold text = Critical Response Dates	Unbold text = Estimated, at Discretion of Town
Posting and RFQ Release	April 30, 2025
Briefing Session and Site Tour	**May 19, 2025 @ 11am**
Written Question Deadline	**May 20, 2025 by 5:00pm**
Question Response and Addendum, if necessary	May 26, 2025
Deadline for Responses	**June 2, 2025 by 12:00pm**
Anticipated Interviews	June 11, 2025
Anticipated Award and Contracting	June 16, 2025

B. Submission Deadline and Instructions

Respondents must submit one (1) original UNBOUND copy of their Response, ten (10) bound copies, and a USB flash drive with electronic copies of all relevant Response files. These materials should be addressed as follows:

Chris Nolan-Zeller
Montague Public Library Architectural and Design Services
Selectboard Office
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Responses are due at the Montague Selectboard Office no later than June 2, 2025 by 12:00pm

All Responses and corresponding forms must be properly signed. Late submissions will not be accepted. It is the responsibility of the Respondent to ensure that its Response is delivered by the deadline. Delivery by email, fax, or other modalities will not be accepted. Responses will be opened in the Annex meeting room of Montague Town Hall at One Avenue A in Turners Falls.

Costs associated with the preparation of the Response are the sole responsibility of the Firm.
A consultant may correct, modify, or withdraw a Response by written notice received by the Town prior to the time and date set for the Response opening. Response modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification must be numbered in sequence, and must reference the original RFQ.

Applicants must complete, sign, and include in the sealed submission:

- ☐ General Information Form
- ☐ Town of Montague Certificate of Corporate Authority
- ☐ Certificate of Non-Collusion
- ☐ Conflict of Interest Statement
- ☐ Certificate of Tax Compliance
- ☐ Suspension and Debarment Certification
- ☐ MBLC/MPLCP Required Deliverable Checklist
- ☐ Standard Designer Application Form for Municipalities and Public Agencies Updated July 2016.

C. Information in Support of Response Development

A Briefing Session and Site Tour will be held on May 19, 2025 at 11:00am in the Carnegie Public Library at 201 Avenue A, Turners Falls, MA 01376. At this session, LBSC members and the OPM will describe the project; outline the requirements and service standards that the Town will expect of the architect; and provide the opportunity for questions and explanations, as well as a walking tour of the building site. **Attendance is strongly encouraged.**

The building program and all associated documents (listed under 5/21/24) can be downloaded at: https://www.montaguepubliclibraries.org/building

The initial Phase 1 site survey report and historical documents can be downloaded at: **https://montague-ma.gov/j/82/RFP-11-Architectural-and-Design-Services-for-the-Planning-and-Design-of-the-Montague-Public-Libraries-Main-Branch**

Written questions must be submitted by email before May 20, 2025 by 5:00PM. Address them to Chris Nolan-Zeller via email at chrisn@montague-ma.gov and cc: Steve Smith at ssmith@downesco.com using the subject line "Montague Public Library Architectural and Design Services." Responses to questions and any RFQ addenda are expected to be emailed to applicants on record as having received the RFQ by May 26, 2025.

Responses to questions, as well as RFQ addenda, will be e-mailed to all Respondents that are on record as having received this RFQ. For this reason, it is essential that you request your RFQ packet from Chris Nolan-Zeller directly via email request to chrisn@montague-ma.gov**.**

V. AWARD RECOMMENDATION AND RULE

The Town shall determine the most advantageous Response from a responsible and responsive Firm, taking into account the Evaluative Criteria and a Firm Interview, if necessary. Contract award will be based on satisfactory negotiations of project scope and fee. If unable to negotiate a contract with the first-ranked selection, the Town will then commence negotiation with the second-ranked selection, and so on, until a contract is successfully negotiated and approved by the Town.

The Town reserves the right to re-advertise if a fee and/or final scope of work cannot be negotiated with one of the top three ranked firms. The negotiated fee will include all expenses, direct and indirect, related to this project.

This RFQ and any addenda issued will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in any sub-consultants identified in the response shall take place without the prior written approval of the Town.

VI. ADDITIONAL INFORMATION

1. The Town is an Equal Opportunity employer and encourages responses to RFQ's from Massachusetts certified minority and women-owned businesses.
2. The Town reserves the right to reject any response which, in its judgment, fails to meet the requirements of the RFQ; or which is incomplete, conditional, or obscure; or which contains additions or irregularities; or in which errors occur; or if determined to be in the best interest of the Town to do so.
3. The Town reserves the right to cancel or modify this RFQ, or to reject, in whole or in part, any and all Responses if the Town determines such action serves in its best interests.
4. The Town reserves the right to waive informalities and minor discrepancies.
5. Bidders are not to communicate directly with any employee of the Town of Montague, except as specified in this RFQ, and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFQ.
6. All inquiries are to be submitted as per the instructions within this RFQ
7. All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c.66, sec 10 and c. 4, section 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.
8. A Respondent may withdraw or modify their Response prior to the deadline. All Response submitted must remain valid for 90 days following RFQ deadline. The time for award may be extended for up to 45 additional days by mutual agreement.
9. The Owner is not responsible for, and will not pay for, any costs incurred in preparing a Response to the RFQ, interviewing for the project, negotiating a contract for the project, or any other costs incurred prior to entering a contract with the Designer/Architect.
10. All Responses shall become the property of the Town upon receipt. Firms should be aware that any information given to the Town in response to this RFQ or any correspondence between the Firm and the Town may not be deemed to be proprietary or confidential.

GENERAL INFORMATION FORM

SUBMIT THIS FORM AS THE FIRST PAGE OF YOUR RESPONSE AFTER THE COVER LETTER

Name of Organization: _____

Telephone Number: _____

Years in Business: _____

Organization is (check one):

___Corporation	___ Partnership	___ Association
__ Joint Venture	___ Sole Proprietorship	___ Public Agency
___Quasi-Public Agency	___ Other: (Explain)_____	

_____

Organization's Address:

_____

Name, Title and Telephone Number of the Organization's Authorized Representative:

_____

Email Address of Contact Person

Acknowledgment of received Addenda No(s): _____

If selected, the undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the Town of Montague with the services described in the Request for Qualifications dated April 30, 2025 and subsequently amended by any Addenda. The Proposer agrees to comply with all Local, Federal, and State requirements. The Proposer hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named. The Proposer attests that the firm is financially stable and has included a letter from an auditing firm or other acceptable entity attesting to same.

Authorized Signature: ☑ _____

Date: _____

TOWN OF MONTAGUE, MASSACHUSETTS

CERTFICATE OF CORPORATE AUTHORITY

The principal, officer, or person to sign below pledges under penalties of perjury, that he or she has been designated by the Owner(s) or the Board of Directors of the below named firm as an authorized representative.

Date: _____

Signature of individual submitting Response: _____

Printed Name of Person signing the Response: _____

Title of Person signing the Response: _____

Name of Business: _____

Business Address: _____

Business Phone: _____

MUST BE SIGNED AND RETURNED WITH RESPONSE

TOWN OF MONTAGUE, MASSACHUSETTS

CERTIFICATE OF NON-COLLUSION

The undersigned 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/Architect 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.

Authorized Signature_____

Printed Name_____

Title_____

Company Name_____

Company Address_____ Zip Code_____

Telephone #_____ Date_____

MUST BE SIGNED AND RETURNED WITH RESPONSE

TOWN OF MONTAGUE, MASSACHUSETTS

CONFLICT OF INTEREST STATEMENT

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.

2. No Consultant to, or subcontractor for the applicant has given, offered, or agreed to any gift, contribution, or offer of employment to the applicant, or to any other person(s), corporation, or entity as an inducement for, or in connection with, the award of the consultant or subcontractor of a contract by the applicant.

3. That no person(s), corporation, or other entity, other than a bona-fide full-time employee of the applicant has been retained or hired to solicit for/or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person(s), corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

Name of Applicant: _____

Address: _____

By: _____ Title: _____

Printed: _____

Date: _____

MUST BE SIGNED AND RETURNED WITH RESPONSE

TOWN OF MONTAGUE, MASSACHUSETTS

CERTIFICATE OF TAX COMPLIANCE

Tax Certification

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

_____ _____

** Signature of Individual

*** Individual's Social Security Number or Corporate Contractor Federal Identification

By: _____ Date: _____

Corporate Officer

* 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 heir non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. Chapter 62C, Section 49A.

MUST BE SIGNED AND RETURNED WITH RESPONSE

DEBARMENT AND SUSPENSION CERTIFICATION

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract. In the event of a partnership, each participating individual or organization should complete this form.

The Vendor/Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Is not presently debarred, suspended, purposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred (Chapter 550, Acts of 1991) from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Authorized Official's Signature	Date
Typed or Printed Name of Person Signing	Company or Corporation

MUST BE SIGNED AND RETURNED WITH RESPONSE

MBLC/MPLCP REQUIRED DELIVERABLES CHECKLIST

During the planning and design phase of an MPLCP project, the design team is to bring the project past conceptual design but not to full schematic design. This is called the MPLCP Level of Design. Per MPLCP regulations 605 CMR 6.08(2)(a), this includes but is not limited to:

- ☐ Schematic drawings (or more complete drawings as available) prepared by a Massachusetts registered architect, and bearing their registration stamp, including:
  - floor plan(s) with complete furnishing, shelving, and equipment layout;
  - building sections as appropriate;
  - elevations as appropriate;
- ☐ Tabulation of square footages called for in the library building program and comparison to the square footages shown on the architectural plans;
- ☐ Tabulations of the number of books, periodicals, audio visual material, library of things, and all other collections called for in the library building program in comparison to the square footages shown on the architectural plans;
- ☐ Tabulations of the number of seats and staff workspaces called for in the library building program in comparison to the square footages shown on the architectural plans;
- ☐ An estimated project budget, prepared independently by an experienced professional cost estimator, based on the site plan, building plans, and construction budget;
- ☐ Site plan prepared by a Massachusetts registered architect with parking, grading, building location and designation of utilities (one inch = 40 feet or larger);
- ☐ A geotechnical report certified by a licensed professional, as defined in 605 CMR 6.02: Geotechnical Report;
- ☐ A hazardous materials survey report;
- ☐ A stamped topographic land survey, completed within 15 years of the submission of drawings, delineating boundary lines for entire site to be included in the library building project;
- ☐ Energy modeling as required by code, Mass Save, and/or an MPLCP-approved special certification required to qualify for the Green Library Incentive, if applicable;
- ☐ Other environmental, structural, and energy-related reports may be required as deemed necessary and appropriate for individual projects.

Check each item above and sign below to confirm your understanding, and at a minimum, provide the MPLCP Level of Design Documents required by the MBLC.

Authorized Official's Signature	Date
Typed or Printed Name of Person Signing	Company or Corporation

MUST BE SIGNED AND RETURNED WITH RESPONSE

Commonwealth of Massachusetts

DSB Application Form

(Updated July 2016)

Commonwealth of Massachusetts

Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)

1. Project Name/Location For Which Firm Is Filing:

2. Project #

This space for use by Awarding Authority only.

3a. **Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:**

3. Name Of Proposed Project Manager:
For Study: (if applicable)
For Design: (if applicable)

3b. Date Present and Predecessor Firms Were Established:

3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:

3c. Federal ID #:

3g. Name and Address Of Parent Company, If Any:

3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):

Email Address:

Telephone No: Fax No.:

3. Check Below If Your Firm Is Either:

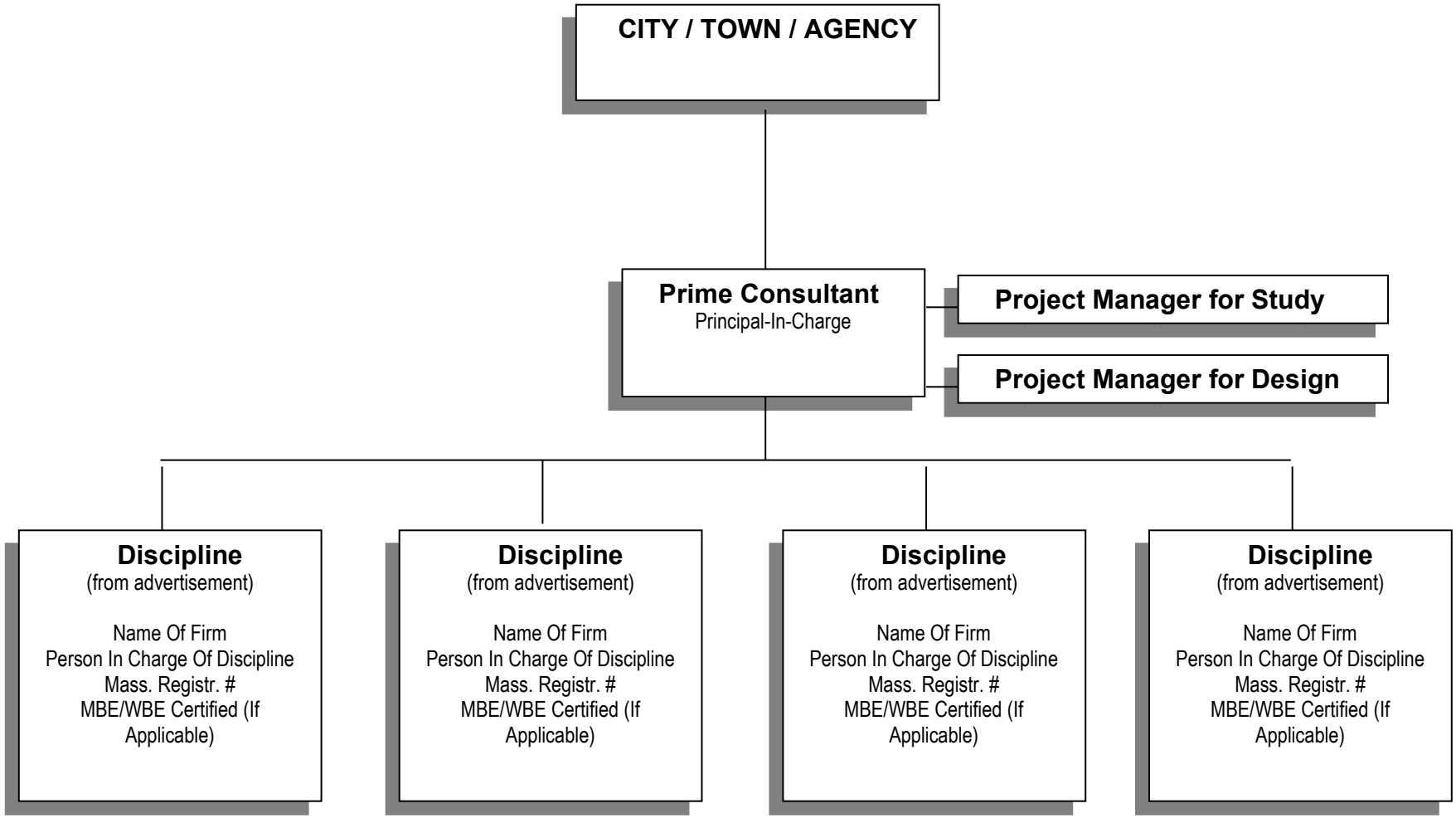
(1) SDO Certified Minority Business Enterprise (MBE) ❑
(2) SDO Certified Woman Business Enterprise (WBE) ❑
(3) SDO Certified Minority Woman Business Enterprise (M/WBE) ❑
(4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) ❑
(5) SDO Certified Veteran Owned Business Enterprise (VBE) ❑

4. **Personnel From Prime Firm Included In Question #3a Above** By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):

Admin. Personnel	____	(____)	Ecologists	____	(____)	Licensed Site Profs.	____	(____)	Other ____	____	(____)
Architects	____	(____)	Electrical Engrs.	____	(____)	Mechanical Engrs.	____	(____)	____	____	(____)
Acoustical Engrs.	____	(____)	Environmental	____	(____)	Planners: Urban./Reg.	____	(____)	____	____	(____)
Civil Engrs.	____	(____)	Fire Protection	____	(____)	Specification Writers	____	(____)	____	____	(____)
Code Specialists	____	(____)	Geotech. Engrs.	____	(____)	Structural Engrs.	____	(____)	____	____	(____)
Construction Inspectors	____	(____)	Industrial	____	(____)	Surveyors	____	(____)	____	____	(____)
Cost Estimators	____	(____)	Interior Designers	____	(____)		____	(____)	____	____	(____)
Drafters	____	(____)	Landscape	____	(____)		____	(____)	Total	____	(____)

5. Has this Joint-Venture previously worked together? ❑ Yes ❑ No

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name 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. Include Resumes of Project Managers. 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: MBE ❑ WBE ❑ SDVOBE ❑ VBE ❑	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ❑ WBE ❑ SDVOBE ❑ VBE ❑
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.

# of Total Projects:	**# of Active Projects:**	**Total Construction Cost (In Thousands) of Active Projects (excluding studies):**

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

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

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

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date

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

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

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

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

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

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

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

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

Submitted by (Signature) _____ Printed Name and Title _____ Date _____

Town of Montague

Standard Contract Form

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE TOWN OF MONTAGUE
AND
XXXXXX.

THIS AGREEMENT is made this _____day of ____ 2024, by and between the Town of Montague, hereinafter called the OWNER and_____., with offices at _____ (herein called the "CONSULTANT"):

The OWNER'S Designated Representative under this contract is:

Name _____ Position/Title _____

Address: _____

Telephone _____

Email :_____

The CONSULTANT'S Designated Representative under this contract is:

Name _____ Position/Title _____

Telephone _____

Email _____

WITNESSETH, for consideration hereinafter set forth, the CONSULTANT AND OWNER hereto agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONSULTANT

1.1 THE OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to perform certain professional services hereinafter described as:

Name of Project

ARTICLE 2. GENERAL CONDITIONS

The OWNER agrees that all work be done by the CONSULTANT and all materials to be used on the project shall be in accordance with the standards applicable to the relevant professions employed on the PROJECT.

ARTICLE 3. SCOPE OF SERVICES

This scope of services is found in Attachment A

ARTICLE 4. CONTRACT PRICE AND PAYMENT

4.1.1 For services performed under this AGREEMENT, the OWNER agrees to pay the CONSULTANT a lump sum fee of $_____for the scope of services described in Article 3 of this AGREEMENT.

4.2.1 Payments to the CONSULTANT shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 1% per month.

4.3.1 For services performed beyond basic services, (additional services) the CONSULTANT shall be compensated in accordance with the procedure established in Article 13.

4.4.1 The OWNER agrees to make payment to the CONSULTANT within thirty (30) days of the invoice date for work completed to the OWNER'S satisfaction. If the OWNER fails to make any payment due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT'S statement therefore, except for just cause, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless payment is received by the CONSULANT within seven (7) days of the notice, the suspension shall take effect without further notice. In the event of a suspension of services due to failure of the OWNER to make payment as agreed in this section, the CONSULTANT shall have no liability of the OWNER for delay or damage caused the OWNER because of such suspension of services.

4.5.1 Notwithstanding anything in this AGREEMENT to the contrary, any and all payments that the OWNER is required to make under this AGREEMENT shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

ARTICLE 5. TERM OF AGREEMENT AND TIME FOR PERFORMANCE

5.1.1 The CONSULTANT will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER and upon receipt of a Notice to Proceed from the Owner. The CONSULTANT agrees to provide services for the duration of work, starting within two weeks of the Notice to Proceed.

ARTICLE 6. KEY PERSONNEL

6.1.1 The CONSULTANT shall provide a list of the names and qualifications of individual staff people who will be assigned to the performance of the CONSULTANT'S obligations under this contract.

6.2.1 The OWNER shall have the right to require the CONSULTANT to remove any key individual from his or her assignment to this PROJECT for cause. The key individual shall receive reasonable notice of any such action.

ARTICLE 7. CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

7.1.1 The CONSULTANT shall not employ consultants, except Key Personnel designated in

ARTICLE 6, or assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval of and written consent of the OWNER. The OWNER shall not unreasonably withhold such approval. The OWNER may rescind its consent if a consultant or subcontractor is incompetent, irresponsible, or otherwise unsatisfactory, and the CONSULTANT shall remove such consultant or subcontractor from the work. The OWNER'S written consent shall not in any way relieve the CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates or other work or materials furnished.

7.2.1 Except as otherwise provided in this contract, whenever the services of the following consultants are required, the CONSULTANT shall employ them within the basic fee for this project: Surveyors, Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Acoustical Engineers, Architects, Landscape Architects and Designers, Cost Estimators, Code Specialists and Specification Writers. Consultants must be registered in their respective disciplines if the applicable General Law requires registration.

7.3.1 When the CONSULTANT receives payment from the OWNER, the CONSULTANT shall within 30 calendar days make payment to each consultant whose work was included in the work for which such payment was received from the OWNER. The OWNER shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the OWNER.

ARTICLE 8. STATUTORY COMPLIANCE

8.1.1 This AGREEMENT will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the AGREEMENT shall conflict with any provisions 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 30B: Procurement of Goods and Services
General Laws Chapter 30 Sec. 39 et seq: Public Works Contracts
General Laws Chapter 149, Sec 44A et seq: Public Buildings Contracts

8.2.1 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this AGREEMENT. To whatever extent any provision of this AGREEMENT shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

8.3.1 The CONSULTANT shall exercise due care in accordance with generally accepted standards of professional practice, and perform the work required under this AGREEMENT in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the CONSULTANT shall promptly pay all fines, penalties and damages that may arise out of or

are imposed because of the CONSULTANT'S failure to comply with the provisions of this Article and shall indemnify the OWNER against any liability incurred as a result of a violation of this section, in place at the time of this Agreement's execution.

ARTICLE 9. INSURANCE

General Liability Insurance

9.1.1 The CONSULTANT shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost the OWNER. With respect to the operation the CONSULTANT performs, the CONSULTANT shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars ($1,000,000.00) for bodily injury, death and property damage.

9.2.1 Automobile Liability Insurance

The CONSULTANT agrees to hold the Town of Montague harmless from the liability of any accidents, deaths or injuries, or destruction of property, caused by or incurred by employees of the CONSULTANT while engaged in the implementation of this contract.

9.3.1 Professional Services Liability Insurance

The CONSULTANT shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of One Million Dollars ($1,000,000) per claim and in the aggregate, and maintain such policy from the time that this CONSULTANT is signed to the date when all construction work designed under this CONSULTANT is completed and accepted by the OWNER. Since this insurance is normally written on a year-to-year basis, the CONSULTANT shall notify the OWNER should coverage become unavailable.

9.4.1 The CONSULTANT shall, before commencing performance of this AGREEMENT, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of this AGREEMENT.

9.5.1 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with 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 fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 10. RESPONSIBILITIES OF THE OWNER

The OWNER without cost to the CONSULTANT, shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

10.1.1 Designate in writing a person to act as the OWNER'S representative with respect to work to be performed under this AGREEMENT, such person to have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with

respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.

10.2.1 Through its officials and other employees who have knowledge of pertinent conditions, confer with the CONSULTANT regarding both general and special considerations relating to the PROJECT.

10.3.1 Assist the CONSULTANT by placing at the disposal of the CONSULTANT all available information pertinent to the PROJECT including previous reports and existing survey data and any other data relative to design or construction of the PROJECT.

10.4.1 Waive or pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and obtain such approvals and consents from others as may be necessary for completion of the Project. The CONSULTANT shall assume that the information provided by OWNER is reliable for the purposes of these services. All materials and information provided to the CONSULTANT by OWNER under this contract shall remain the property of OWNER and shall be returned to OWNER upon completion of this contract or upon early termination of this contract

10.5.1 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.

10.6.1 Cooperate with and assist the CONSULTANT in all additional work that is mutually agreed upon.

10.7.1 Pay the CONSULTANT for work performed in accordance with terms specified herein.

10.8.1 Develop, organize and implement all public information and participation efforts.

10.9.1 OWNER does not guarantee the accuracy of information furnished and CONSULTANT must satisfy itself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by OWNER. If the above data are not available or they are in the opinion of CONSULTANT insufficient, CONSULTANT, upon request, may be given authorization to obtain the services of a consultant or perform the work with its own employees. Such consultants shall carry adequate liability insurance. In no case shall CONSULTANT commence such additional work without prior written authorization of OWNER.

Written consent shall not in any way relieve CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specification, estimates and other work or material furnished.

ARTICLE 11. LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1.1 CONSULTANT shall indemnify and save harmless OWNER and all of its municipal boards, commissions, departments, officers and employees against any suits, claims of liability or expenses for or on account of any injuries to persons or damage to property to the extent that same are caused by the negligent acts, errors or omissions of the CONSULTANT in the

performance of this AGREEMENT and/or failure to comply with the terms and conditions of this AGREEMENT, whether by CONSULTANT or its employees, consultants or subcontractors.

11.2.1 Hazardous Waste Indemnification's

For the purpose of this AGREEMENT, CONSULTANT shall not be considered an owner or operator of the project site with respect to the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against CONSULTANT, its principals, agents, employees, and consultants unless such claims are based, in whole or in part, upon the negligence, breach of AGREEMENT, warranty, indemnity, or other obligation of CONSULTANT, its principals, agents, employees and consultants.

11.2.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the CONSULTANT. The OWNER also warrants that he or she has done his or her best to inform the CONSULTANT of such known or suspected hazardous materials' type, quantity and location.

ARTICLE 12. NOTICE

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

ARTICLE 13. EXTENSION OF SERVICES

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated into written amendments to this AGREEMENT.

ARTICLE 14. OWNERSHIP AND USE OF DOCUMENTS

One (1) reproducible copy of all reports, design drawings, field data, calculations, estimates, and other documents and records (collectively referred to as "documents") which CONSULTANT prepares as instruments of service shall become the property of the OWNER upon payment in full to CONSULTANT under this AGREEMENT. Any re-use of such documents without CONSULTANT's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to CONSULTANT or to CONSULTANT'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the CONSULTANT'S rights under this AGREEMENT.

ARTICLE 15. TERMINATION

15.1 The OWNER may terminate this AGREEMENT, without cause, upon ten days written notice to the CONSULTANT. In the event of such termination, the CONSULTANT shall be compensated for all services performed prior to termination.

15.2 If the PROJECT is suspended or abandoned in part for more than three (3) months, the CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due.

15.3 If the PROJECT is resumed after being suspended for more than nine (9) months, the CONSULTANT'S compensation shall be equitably adjusted.

15.4 In the event of termination by the OWNER, the CONSULTANT will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 4 of this AGREEMENT.

ARTICLE 16. GENERAL PROVISIONS

16.1 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the CONSULTANT'S services.

16.2 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

ARTICLE 17. PROVISIONS REQUIRED BY MASSACHUSETTS LAW

17.1 The CONSULTANT hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this AGREEMENT. (Statutory reference: M.G.L. c. 7, §38H (e) (i))

17.2 The CONSULTANT hereby certifies that no consultant to or subcontractor for the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT, 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 CONSULTANT. (Statutory reference: M.G.L. c. 7, §38H (e) (ii))

17.3 The CONSULTANT hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the CONSULTANT, has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining this AGREEMENT upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this AGREEMENT to the CONSULTANT. (Statutory reference: M.G.L. c. 7 § 38H (e) (iii))

17.4 The CONSULTANT hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the CONSULTANT filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c. 7, §38H (e) (iv))

ARTICLE 18. DISCLOSURE RIGHTS

OWNER agrees the CONSULTANT has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

TAX COMPLIANCE STATEMENT

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that _____, to my best knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Date_____

_____
Typed or Printed Name of Person Signing

_____
Authorized Official's Signature

_____
Company or Corporation

NON-COLLUSION STATEMENT

Certificate of Non-Collusion

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

Date_____

_____
Typed or Printed Name of Person Signing

_____
Authorized Official's Signature

_____
Company or Corporation

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of

_____ held on _____,

it was unanimously voted to authorize _____

its_____ to sign any and all bid and contract documents on behalf of the Corporation. I further certify that said vote remains in full force and effect and has not been rescinded or modified as of the date below.

Date_____

_____
Corporate Name

_____
Clerk

SEAL:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

Accepted for the OWNER, TOWN OF MONTAGUE, by its Selectboard:

_____

_____

_____

_____
Date

Accepted for the CONSULTANT, _____. by:

_____

Project Manager

_____
Date

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By:_____ Date:_____
Accountant, Town of Montague

A TRUE COPY, ATTEST:

By:_____ Date:_____
Clerk, Town of Montague

OWNER'S Massachusetts Sales and Use Tax Certificate Exemption Number_____