

Public Facilities Department

House Doctor Consulting Services

Application Package

For FY2013 – FY2015 House Doctor Consulting Services
Project #7005



City of Boston – Thomas M. Menino, Mayor
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26 Court Street, 10th Floor, Boston, MA 02108

Effective Date: March 1, 2012

**ADVERTISEMENT
CITY OF BOSTON**

PUBLIC FACILITIES DEPARTMENT (PFD)

Request for Qualifications (RFQ)

**For information specific to this particular RFQ, please
contact PFD's Bid Counter at 617-635-4809**

Project Title: FY2013 - FY2015 House Doctor Consulting Services on an As-Needed Basis

Project Location: Various Locations

Project #: 7005

Pursuant to Massachusetts General Laws Chapter 7, §§ 38A½ - 38O, the City of Boston's Public Facilities Department (PFD), is requesting statements of qualifications (SOQ) from design firms to perform "House Doctor Services" on an as-needed-basis for a three-year contract period from July 1, 2012 through June 30, 2015, in the following categories.

The scope of work includes investigating, evaluating, and preparing certifiable assessments, studies and/or final design and construction administration services for renovation, alteration, modernization, and/or additions to various facilities and sites.

Applicants must be **registered architects** in the Commonwealth of Massachusetts to apply for the following categories as stated in the RFQ:

- Category 1 - Architecture: Assessment, Study, Design and Construction Administration
- Category 9 - Signage/Environmental Graphics
- Category 10 - Historic Preservation/Restoration
- Category 11 - Green Building /Sustainability/Energy Efficiency

Applicants must be **licensed engineers** in the Commonwealth of Massachusetts to apply for the following categories as stated in the RFQ:

- Category 4 – Surveying and Mapping Services
- Category 5 - Structural Engineering
- Category 6 - Mechanical, Electrical, Plumbing & Fire Protection Engineering
- Category 8 - Commissioning Agent
- Category 12 - Environmental Engineering and Testing

Applicants must be either **registered architects** or **licensed engineers** in the Commonwealth of Massachusetts to apply for the following category as stated in the RFQ:

- Category 17 - Building Forensic Investigation and Testing Services

Applicants must be either **registered landscape architects** or **licensed engineers** in the Commonwealth of Massachusetts to apply for the following category as stated in the RFQ:

- Category 3 - Landscape Architecture/Civil Engineering

Applicants must be otherwise qualified in the Commonwealth of Massachusetts for:

- Category 2 - Interior Architecture (Interior Architect/Designer)
- Category 7 - Lighting
- Category 13 - Project Scheduling
- Category 14 – Construction Cost Estimating

Category 15 – Building Code Consulting
Category 16 - Property Development Services
Category 18 –Claims Review, Risk Analysis, Contract Negotiations and Recommendations

Depending on the scope of work, projects will be performed under M.G.L. c.149, §§ 44A-J, M.G.L. c. 149A, or M.G.L. c.30, § 39M.

Programs for projects will not be prepared beyond the scope stated above.

PFD may select more than one of the highest-rated design firms for the above-referenced categories, and a separate contract will be awarded to each recommended firm. Selection is based on a numerical ranking of firms based on criteria defined in the FY2013 – FY2015 House Doctor Consulting Services Application Package.

Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD's Fee Schedule as specified in the FY2013 – FY2015 House Doctor Consulting Services Application Package.

Applicants must provide the names of key personnel and/or consultants who will be utilized on projects for the following disciplines: See RFQ/Description of Services for a list of required team personnel or consultants for each sub-category listed above.

Applicants must have prior experience on projects in the following settings: urban and historically significant.

Applicants must have prior experience on the following types of projects: See RFQ/Description of Services for a summary of required prior experience for each sub-category listed above.

The FY2013 – FY2015 House Doctor Consulting Services Application Package will be available beginning **March 5, 2012**, and may be obtained from the PFD Bid Counter, 26 Court Street, 10th Floor, Boston, MA 02108, and will be mailed if necessary. If interested, please refer to this advertisement and send an email to bidinfo.pfd@cityofboston.gov or call (617) 635-4809. Completed SOQ packages must be clearly identified with the project title: FY2013 - FY2015 House Doctor Consulting Services – Project #7005 on the outside of the sealed envelope. SOQ must be returned by **March 22, 2012 no later than 4:00 P.M.** **LATE QUALIFICATION STATEMENTS WILL NOT BE ACCEPTED.**

The FY2013 – FY2015 House Doctor Consulting Services Application Package includes all forms to be utilized and submitted for this RFQ process. SOQ submitted on forms other than those specified will be rejected without further consideration.

The City of Boston reserves the right to reject any and all SOQ. Each contract is subject to the approval of the Public Facilities Commission and will be awarded by PFD. The City shall not enter into such contracts unless funds are available.

March 5, 2012
Michael J. Galvin
Director

CITY OF BOSTON
PUBLIC FACILITIES DEPARTMENT (PFD)
REQUEST FOR QUALIFICATIONS (RFQ)
FOR
FY 2013 – FY 2015 HOUSE DOCTOR CONSULTING SERVICES 3 YEAR CONTRACT

The City of Boston, acting through its Public Facilities Department (PFD), requests Statements of Qualifications (SOQ) from design and/or engineering firms to perform “House Doctor Consulting Services” on an as-needed basis, for a three-year contract period beginning July 1, 2012 through June 30, 2015.

The scope of work generally consists of investigating, evaluating, and preparing certifiable assessments, studies, and final design and construction administration services for renovation, alteration, modernization, and additions to various facilities and sites including:

- a. Investigation and assessment of the nature and severity of a particular problem or condition.
- b. Documentation of existing condition(s).
- c. Proposal of recommended solution(s).
- d. Development of recommended solution(s) to pre-schematic design with an outline specification and detailed cost estimate and/or prepare construction documents and perform construction administration.
- e. Building or facilities assessment in conjunction with establishing a detailed scope and budget for a planned future capital improvement project.
- f. Documentation of recommended capital improvement project in report form with a detailed scope of work and cost estimate.

If the selected Designers are appointed for final design, the general scope of work and requirements will be defined by the certifiable building study and the current version of the Contract Between the City of Boston Public Facilities Department and the Designer for Professional Design Services.

The following categories are to be procured under this Request for Qualifications (RFQ):

1. **Architecture:** Assessment, study, design and construction administration of architectural renovation and repairs.
2. **Interior Architecture/Design:** Interior architectural design renovations and repairs or survey, assessment, study, design and administration of procurement and installation of furnishings and equipment.
3. **Landscape Architecture/Civil Engineering:** Assessment, study, design and

construction administration of landscape architectural and/or civil engineering assignments, renovation and repairs.

4. **Surveying and Mapping Services:** Topographical mapping, property and/or site surveying assignments.
5. **Structural:** Assessment, study, design and construction administration of structural renovation and repairs.
6. **Mechanical, Electrical, Plumbing, Fire Protection (MEPFP):** Assessment, study, design and construction administration of MEPFP renovation and repairs.
7. **Lighting:** Assessment, study, design and construction administration of lighting design, renovation and repairs.
8. **Commissioning Agent:** Assessment, study, development and construction administration of commissioning/recommissioning renovation and repairs.
9. **Signage/Environmental Graphics:** Assessment, study, design and construction administration of signage, directional and other identifying graphics renovation and repairs.
10. **Historic Preservation/Restoration:** Assessment, study, development of standards, design and construction administration of historic preservation, restoration and repairs.
11. **Green Building/Sustainability/Energy Efficiency:** Assessment, study, development of standards, design and construction administration of certified and non-certified green building/sustainability/energy efficiency, renovation and repairs.
12. **Environmental Engineering and Testing:** Assessment, testing, risk characterization, monitoring, design and construction administration of potential site and building hazardous materials conditions, contamination and abatement/remediation.
13. **Project Scheduling:** Developing, analyzing, monitoring and/or updating design, pre-construction and construction, resource and/or cost-loaded schedules of various design, bidding and/or construction activities.
14. **Construction Cost Estimating:** Developing budget and/or construction estimates or peer review of estimates developed by others for all design disciplines for various facility assessment, study, design and construction renovation and repairs.
15. **Building Code Consulting:** Assessment of various building designs and/or existing structures with recommendations for conformance to applicable building code requirements.
16. **Property Development Services:** Property surveys, site/building layouts, estimating proposed developments and consultation services.
17. **Building Forensic Investigation and Testing Services:** Assessment, study, design and construction administration of various building structures and systems renovation and repairs.
18. **Claims Review, Risk Analysis, Contract Negotiations and Recommendations:** Assessing, analyzing and risk characterization of various potential or actual designer or contractor errors, omissions, or other claim situations; and assistance and recommendations with respect to developing contract language and/or negotiating consultant or contractor services, for various design and/or construction projects or related activities.

This FY 2013 – FY 2015 House Doctor Consulting Services Application Package (the Package) contains all of the necessary information, forms and instructions for submitting an application for FY 2013 – FY 2015 House Doctor Consulting Services for a three-year contract

period starting July 1, 2012 and continuing through June 30, 2015, for the PFD. The Package includes the following:

M.G.L. Chapter 7, §§ 38A1/2 - O Advertisement
Description of Services
Designer Selection Policies and Procedures
Instructions to Applicants
House Doctor Consulting Services Application
Evaluation Criteria
PFD Designer Fee Schedule
PFD Contract for Professional Design Services

FY 2013 - FY 2015 HOUSE DOCTOR CONSULTING SERVICES APPLICATION PACKAGE (the Package)

The **FY 2013 - FY 2015 House Doctor Consulting Services Application Package** is designed to include all of the information needed by PFD to select consultants for various disciplines. It contains procedures and instructions, which should be carefully read and followed. Any deviation from the required process may lead to disqualification of the applicant.

Please note that all answers must be made on the House Doctor Consulting Services Application forms. Substitute forms will not be accepted. It is important to note that failure to fully complete the application forms may result in disqualification or in a lower rating by the Selection Committee.

All questions should be directed to the PFD Bid Counter by telephone at 617-635-4809 or by email at bidinfo.pfd@cityofboston.gov.

City of Boston
Public Facilities Department
Description of Services

The City of Boston, acting through its Public Facilities Department (PFD), requests Statements of Qualifications (SOQ) from design firms to perform FY 2013 - FY 2015 House Doctor Consulting Services in all phases of planning, design and construction on an as-needed basis for a three year period commencing July 1, 2012 and continuing through June 30, 2015 in the following disciplines and categories:

1. **ARCHITECTURE:** Assessment, Study, Design and Construction Administration of Architectural Renovation and Repairs.
 - a. Project Location: Various City of Boston Municipal Sites
 - b. Awarding Agency: PFD
 - c. Appropriation Source: Various (To Be Determined)
 - d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
 - e. Estimated Construction Cost: As Determined by Assessments/Studies
 - f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Schematic Plans, Outline Specifications and Cost Estimate
 - Design Development Plans, Specifications and Cost Estimate
 - Construction Plans, Specifications and Cost Estimate
 - Administration of Construction Contract
 - Assist the City with Community Presentations
 - g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
 - h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Architect (Prime)
 - Landscape Architect
 - Civil Engineer
 - Structural Engineer
 - Mechanical Engineer(s) (MPFP)
 - Electrical Engineer (E/FA)
 - Code Consultant (independent consultant required)
 - Specifications Writer
 - Cost Estimator (independent consultant required)
2. **INTERIOR ARCHITECTURE/DESIGN:** Survey, Assessment, Study, Design and Administration of Procurement and Installation of Furnishings and Equipment or Interior Architectural Design Renovation and Repairs.

- a. Project Location: Various City of Boston Municipal Sites
- b. Awarding Agency: PFD
- c. Appropriation Source: Various (To Be Determined)
- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Recommendations for furnishings and equipment that meet owner's requirements
 - Furniture layouts - new and existing
 - System furniture layouts – coordination with all finishes, lighting, electrical and data requirements
 - Provide interior design schemes that identify finishes and colors. Design schemes will require presentations of necessary graphics to illustrate recommended materials, colors, locations and layouts.
 - Coordinate all recommendations with architect and engineers as necessary
 - Schematic Plans, Outline Specifications and Cost Estimate
 - Design Development Plans, Specifications and Cost Estimate
 - Procurement or Construction Plans, Specifications and Cost Estimate
 - Administration of Procurement and/or Installation Contracts
 - Site Visits before and during construction
 - Coordination with other City Departments and Facility Managers
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Interior Architect or Designer (Prime)

3. **LANDSCAPE ARCHITECTURE/CIVIL ENGINEERING:** Assessment, Study, Design and Construction Administration of Landscape Architectural, and/or Civil Engineering Assignments, Renovation and Repairs.

- a. Project Location: Various City of Boston Municipal Sites
- b. Awarding Agency: PFD
- c. Appropriation Source: Various (To Be Determined)
- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:

- Certifiable Building/Site Study or Facility Assessment
 - Schematic Plans, Outline Specifications and Cost Estimate
 - Design Development Plans, Specifications and Cost Estimate
 - Construction Plans, Specifications and Cost Estimate
 - Administration of Construction Contract
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
- Landscape Architect (Prime or consultant to civil engineer)
 - Civil Engineer (Prime or consultant to landscape architect)
4. **SURVEYING and MAPPING SERVICES:** Topographical Mapping, Property and Site Surveying Assignments.
- a. Project Location: Various City of Boston Sites
- b. Awarding Agency: PFD
- c. Appropriation Source: Various (To Be Determined)
- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Cost: To be Determined as Specific Projects are Determined and Funding is Appropriated
- f. Services Authorized:
- Certifiable Property and/or Site Survey
 - Topographical Mapping
- i. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum.
- j. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
- Surveyor
5. **STRUCTURAL:** Assessment, Study, Design and Construction Administration of Structural Renovation and Repairs.
- a. Project Location: Various City of Boston Municipal Sites
- b. Awarding Agency: PFD
- c. Appropriation Source: Various (To Be Determined)
- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:
- Certifiable Building Study or Facility Assessment
 - Schematic Plans, Outline Specifications and Cost Estimate

- Design Development Plans, Specifications and Cost Estimate
- Construction Plans, Specifications and Cost Estimate
- Administration of Construction Contract
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Structural Engineer (Prime)

6. **MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION (MEPFP):** Assessment, Study, Design and Construction Administration of MEPFP Renovation and Repairs.

- a. Project Location: Various City of Boston Municipal Sites
- b. Awarding Agency: PFD
- c. Appropriation Source: Various (To Be Determined)
- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Schematic Plans, Outline Specifications and Cost Estimate
 - Design Development Plans, Specifications and Cost Estimate
 - Construction Plans, Specifications and Cost Estimate
 - Administration of Construction Contract
 - Coordination with other City Departments and Facility Managers
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Mechanical Engineer (MPFP) (Prime)
 - Electrical Engineer (E/FA)
 - Architect
 - Structural Engineer
 - Code Consultant (independent consultant required)
 - Specifications Writer
 - Cost Estimator (independent consultant required)

7. **LIGHTING:** Assessment, Study, Design and Construction Administration of Lighting Design, Renovation and Repairs.

- a. Project Location: Various City of Boston Municipal Sites

- b. Awarding Agency: PFD
- c. Appropriation Source: Various (To Be Determined)
- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Schematic Plans, Outline Specifications and Cost Estimate
 - Design Development Plans, Specifications and Cost Estimate
 - Construction Plans, Specifications and Cost Estimate
 - Administration of Construction Contract
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Lighting Design Engineer (Prime)
 - Electrical Engineer

8. **COMMISSIONING AGENT:** Assessment, Study, Development and Construction Administration of Commissioning/Recommissioning Renovation and Repairs.

- a. Project Location: Various City of Boston Municipal Sites
- b. Awarding Agency: PFD
- c. Appropriation Source: Various (To Be Determined)
- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Schematic Phase, Outline Specifications and Cost Estimate
 - Design Development Phase, Specifications and Cost Estimate
 - Construction Phase, Specifications and Cost Estimate
 - Construction Administration Services
 - Coordination with other City Departments and Facility Managers
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Commissioning Agent (Prime)
 - Mechanical Engineer (MPFP)

- Electrical Engineer (E/FA)
- Architect

9. **SIGNAGE/ENVIRONMENTAL GRAPHICS:** Assessment, Study, Design and Construction Administration of Signage, Directional, Trail Blazing and Other Identifying and Promotional Graphics Renovation and Repairs.
 - a. Project Location: Various City of Boston Municipal Sites
 - b. Awarding Agency: PFD
 - c. Appropriation Source: Various (To be Determined)
 - d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
 - e. Estimated Construction Cost: As Determined by Assessments/Studies
 - f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Schematic Plans, Outline Specifications and Cost Estimate
 - Design Development Plans, Specifications and Cost Estimate
 - Construction Plans, Specifications and Cost Estimate
 - Administration of Construction Contract
 - g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
 - h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Signage/Graphics Specialist (Prime)

10. **HISTORIC PRESERVATION/RESTORATION:** Assessment, Study, Development of Standards, Design and Construction Administration of Historic Preservation, Restoration and Repairs.
 - a. Project Location: Various City of Boston Municipal Sites
 - b. Awarding Agency: PFD
 - c. Appropriation Source: Various (To be Determined)
 - d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
 - e. Estimated Construction Cost: As Determined by Assessments/Studies
 - f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Development of Preservation/Restoration Standards
 - Schematic Plans, Outline Specifications and Cost Estimate
 - Design Development Plans, Specifications and Cost Estimate
 - Construction Plans, Specifications and Cost Estimate
 - Administration of Construction Contract
 - g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each

specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.

- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Historic Preservation/Restoration Specialist (Prime)

11. **GREEN BUILDING/SUSTAINABILITY/ENERGY EFFICIENCY:**

Assessment, Study, Development of Standards, Design and Construction Administration of Certified and Non-Certified Green

Building/Sustainability/Energy Efficiency, Renovation and Repairs.

- a. Project Location: Various City of Boston Municipal Sites
- b. Awarding Agency: PFD
- c. Appropriation Source: Various (To be Determined)
- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Life Cycle Analysis
 - Schematic Plans, Outline Specifications and Cost Estimate
 - Design Development Plans, Specifications and Cost Estimate
 - Construction Plans, Specifications and Cost Estimate
 - Administration of Construction Contract
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Architect (Prime)
 - Green Building/Sustainability/Energy Efficiency Design Specialist
 - Civil Engineer
 - Mechanical Engineer(s) (MPFP)
 - Electrical Engineer (E/FA)
 - Specifications Writer
 - Cost Estimator (independent consultant required)

12. **ENVIRONMENTAL ENGINEERING AND TESTING:** Assessment, Testing, Risk Characterization, Monitoring, Design and Construction Administration of Potential Site and Building Hazardous Materials Conditions, Contamination and Abatement/Remediation.

- a. Project Location: Various City of Boston Municipal Sites
- b. Awarding Agency: PFD
- c. Appropriation Source: Various (To be Determined)

- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Schematic Plans, Outline Specifications and Cost Estimate
 - Design Development Plans, Specifications and Cost Estimate
 - Construction Plans, Specifications and Cost Estimate
 - Administration of Construction Contract
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Environmental Engineer (Prime)
 - Geotechnical/Geo-Environmental Engineer
 - Licensed Site Professional
 - Hygienist

13. **PROJECT SCHEDULING:** Developing, Analyzing, Monitoring and/or Updating Design, Pre-Construction and Construction, Resource and/or Cost-Loaded Schedules Of Various Design, Bidding And/Or Construction Activities.

- a. Project Location: Various City of Boston Municipal Sites
- b. Awarding Agency: PFD
- c. Appropriation Source: Various (To be Determined)
- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Schematic Phase Analysis
 - Design Development Phase Analysis
 - Construction Phase Analysis
 - Cost Loaded Scheduling Analysis for Each Phase as Needed
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Program/Construction Manager (Prime)
 - Scheduling Specialist

- MP/FP Engineer or Construction Specialist
- Electrical Engineer (E/FA) or Construction Specialist
- Cost Estimator

14. **CONSTRUCTION COST ESTIMATING:** Developing and/or Analyzing Budget and/or Construction Cost Estimates for All Design Disciplines for Various Facility Assessment, Study, Design and Construction Renovation and Repairs Projects.
- i. Project Location: Various City of Boston Municipal Sites
 - j. Awarding Agency: PFD
 - k. Appropriation Source: Various (To Be Determined)
 - l. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
 - m. Estimated Construction Cost: As Determined by Assessments/Studies
 - n. Services Authorized:
 - Certifiable Detailed Construction Cost Estimating
 - Peer Review of Construction Cost Estimates Developed by Others
 - o. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum.
 - p. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Cost Estimating Personnel
15. **BUILDING CODE CONSULTING:** Assessment Of Various Building Designs And/Or Existing Structures With Recommendations For Conformance To Applicable Building Code Requirements.
- a. Project Location: Various City of Boston Municipal Sites
 - b. Awarding Agency: PFD
 - c. Appropriation Source: Various (To be Determined)
 - d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
 - e. Estimated Construction Cost: As Determined by Assessments/Studies
 - f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Schematic Phase Analysis
 - Design Development Phase Analysis
 - Construction Phase Analysis
 - g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.

- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Code Consultant (Prime)
 - Architect
 - Structural Engineer
 - Mechanical Engineer(s) (MPFP)
 - Electrical Engineer (E/FA)
 - Cost Estimator (independent consultant required)

16. **PROPERTY DEVELOPMENT SERVICES:** Property Surveys, Site/Building Layouts, Estimating Proposed Developments And Consultation Services.

- a. Project Location: Various City of Boston Municipal Sites
- b. Awarding Agency: PFD
- c. Appropriation Source: Various (To be Determined)
- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Schematic Plans, Outline Specifications and Cost Estimate
 - Design Development Plans, Specifications and Cost Estimate
 - Construction Plans, Specifications and Cost Estimate
 - Administration of Construction Contract
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Property Development Specialist (Prime)
 - Architect
 - Civil Engineer
 - Structural Engineer
 - Mechanical Engineer(s) (MPFP)
 - Electrical Engineer (E/FA)
 - Code Consultant (independent consultant required)
 - Cost Estimator (independent consultant required)

17. **BUILDING FORENSIC INVESTIGATION AND TESTING SERVICES:** Assessment, Study, Design and Construction Administration of Various Building Structures and Systems Renovation and Repairs.

- a. Project Location: Various City of Boston Municipal Sites
- b. Awarding Agency: PFD

- c. Appropriation Source: Various (To Be Determined)
- d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:
 - Certifiable Building Study or Facility Assessment
 - Schematic Plans, Outline Specifications and Cost Estimate
 - Design Development Plans, Specifications and Cost Estimate
 - Construction Plans, Specifications and Cost Estimate
 - Administration of Construction Contract
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Architect or Engineer (Prime)
 - Architect (if not Prime)
 - Structural Engineer (if not Prime)
 - Building Envelope Specialist
 - Materials Specialist

18. **CLAIMS REVIEW, RISK ANALYSIS, CONTRACT NEGOTIATIONS AND RECOMMENDATIONS:** Assessing, Analyzing And Risk Characterization of Various Potential Or Actual Designer Or Contractor Errors, Omissions, Or Other Claim Situations; And Assistance And Recommendations With Respect to Developing Contract Language And/Or Negotiating Consultant Or Contractor Services, For Various Design And/Or Construction Projects Or Related Activities.
- a. Project Location: Various City of Boston Municipal Sites
 - b. Awarding Agency: PFD
 - c. Appropriation Source: Various (To be Determined)
 - d. Available Amount: To be Determined as Specific Projects are Determined and Funding is Appropriated
 - e. Estimated Construction Cost: As Determined by Assessments/Studies
 - f. Services Authorized:
 - Analysis and Resolution of Potential and/or Actual Construction Claims and/or Errors
 - Analysis and Resolution of Potential Designer Errors, Omissions or Claims
 - Change Order Negotiation, Analysis and Resolution
 - Construction Schedule Delays Analysis and Resolution
 - Develop Consultant and/or Construction Contract Language

- Assist With Negotiation of Consultant Contract Services and/or Fees
- g. Unless otherwise agreed to in advance, Total Fee, excluding authorized reimbursable expenses, will be negotiated for each specific assignment based on scope of work and services authorized, and shall be Lump Sum based upon PFD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - Claims Specialist (Prime)
 - Scheduling Specialist
 - Construction Specialist
 - Contracts Specialist
 - Cost Estimator

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Public Facilities Department

Important Reminders

New Designer Application forms apply to all design work advertised after July 1, 2011.



It is important that designers interested in applying for work with the Public Facilities Department (PFD), obtain the new forms contained within the **House Doctor Consulting Services Application Package** when applying for this work.



The new forms are available now at the PFD Bid counter. Previous versions of these forms may not be accepted. Applications submitted on the obsolete forms may be rejected without consideration. It is the Prime Applicant's responsibility to ensure that all consultants use the new and proper forms.



The Designer Application, which consists of *The Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2011)*, and the *City of Boston Public Facilities Department Supplemental Requirements Package A-J*, can be electronically mailed to you if you call and provide an e-mail address. Contact the Public Facilities Department Bid Counter at 617-635-4809.



Finally, please remember that your application may be disqualified unless you:

1. Use the authorized forms for projects advertised after July 1, 2011.
2. Sign the Designer Application Form in section 16 of the *Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2011)*.
3. Sign PFD Supplemental Form J, *Notice of Intent to Sign*, stating that you agree to the terms of the contract between the City of Boston Public Facilities Department and the Designer for Professional Design Services.
4. Submit an original, signed and stamped Certificate of Good Standing from the Secretary of the Commonwealth of Massachusetts. For those Respondents who are not registered with the Secretary of the Commonwealth, you must submit a typewritten explanation documenting the reason(s) for such, sign and date the same. This should be included with your Designer Application and attached after PFD Supplemental Form J.
5. Meet the legal definition of a designer under Massachusetts General Laws, Chapter 7, section 38A ½(b).
6. Address and deliver one envelope to the PFD Bid counter containing your Designer Application (1 original and 7 copies) and optional additional project information (1 copy). Unless otherwise specified in the advertisement, this package must be received no later than 4 p.m. on the day of the advertised deadline. The PFD Bid Counter is located at 26 Court Street, 10th floor, Boston, MA 02108.

Late submittals will not be accepted!

Public Facilities Department

Application Tips and Common Mistakes

- ☐ It is incumbent upon the Prime Applicant to ensure that the **latest forms, dated July, 2011**, are used when applying to this project. It is also the responsibility of the Prime Applicant to ensure that all consultants use the latest forms. Failure to do so may result in a lower score or disqualification. NOTE: electronic copies of all forms should be requested from the PFD Bid Counter. **Do not download forms from the Commonwealth of Massachusetts website.**
- ☐ Applicants should be sure to **read the House Doctor Consulting Services Application Package** prior to completing the application. Most notably, applicants should carefully review the Instructions to Applicants section. Most answers to applicant questions, as well as information describing the selection process and criteria, can be found in the document. It is strongly suggested that applicants review the Evaluation Criteria prior to completing the application.
- ☐ Applicants must **meet the legal definition of a designer under MGL Chapter 7, section 38A 1/2(b)**. To determine this eligibility, PFD compares information provided in sections 13, 14 and 15 of the Commonwealth of Massachusetts Application Form and information on file with the Secretary of the Commonwealth, to the specified criteria of MGL Chapter 7, section 38A 1/2(b). It is very important for applicants to complete the aforementioned sections correctly. As a guide, please refer to the **Instructions for Applicants** in this document for specific information required.
- ☐ Applicants must include an original, signed and stamped **Certificate of Good Standing** from the Secretary of the Commonwealth of Massachusetts with their application. If the applicant firm is not registered with the Secretary of the Commonwealth, a typewritten explanation on company letterhead must be included in its place documenting the reason(s) for such. Failure to do so will result in disqualification. All explanations will be reviewed and decisions will be made by PFD with regard to their validity.
- ☐ All firms must apply using the entity's **complete legal name**. If applicable, this name must match that shown on the Certificate of Good Standing from the Secretary of the Commonwealth.
- ☐ Applicants should be sure to **include all disciplines required in the advertisement**.
- ☐ If the Applicant Firm is **providing services in-house for any discipline required** in the advertisement, section 8b of the Commonwealth of Massachusetts Form must be completed for that discipline. Failure to do so may result in a lower score.

- ☐ Applicants must **complete all sections** of the application. Be sure to provide answers for all information requested. Failure to do so may result in a lower score or disqualification.
- ☐ If a form requires the **current phase** of listed projects, be sure to include those phases or the projects may be excluded for rating purposes.
- ☐ If a form requires an actual or estimated date of project completion, be sure to include the **month and the year of project completion**. Failure to do so may result in that project being excluded for rating purposes.
- ☐ Applicants must be sure that the **application is signed** by an authorized signatory of the firm in section 16 of The Commonwealth of Massachusetts Form. Failure to do so will result in disqualification.
- ☐ PFD Supplemental Form H requires a resume to be submitted for **all project personnel** listed on PFD Supplemental Form A. If the resume for an individual was provided in response to the Commonwealth of Massachusetts portion of the application, it is not necessary to repeat it in the Supplemental section.
- ☐ Applicants must be sure that **an authorized signatory of the firm signs PFD Supplemental Form J, Notice of Intent to Sign**.
- ☐ Applicants who receive the Designer Application and Designer Selection Handbook electronically **must** submit the **Applicant Registration Form** included in this Handbook in order to receive Addenda associated with the project. An electronic copy of the Form can be requested through the PFD Bid Counter.
- ☐ All questions should be directed to the PFD Bid Counter by telephone at 617-635-4809 or by email at bidinfo.pfd@cityofboston.gov.

APPLICANT REGISTRATION FORM

Date: _____

Project Name: _____ Project No.: _____

Legal Business Name (as it appears with the MA Secretary of State): _____

Current Business Address: _____
Street Floor/Unit/Suite

City/Town State/Country Zip Code

E-mail – Primary (print legibly): _____

E-mail –Secondary (print legibly): _____

Business Telephone Number – Primary (print legibly): _____
Area Code Extension

Business Telephone Number – Secondary (print legibly): _____
Area Code Extension

Facsimile Number (print legibly): _____
Area Code

Contact Person's Name (print legibly): _____

Contact Person's Title/Position (print legibly): _____

Contact Person's Cell phone Number (print legibly): _____
Area Code

City of Boston Property and Construction Management Public Facilities Department Bid Counter

26 Court Street, 10th floor

Boston, MA 02108

617-635-4852

email: bidinfo.pfd@cityofboston.gov

An electronic copy of this form may be obtained by contacting the PFD Bid Counter in person, via email to the email address above, by mail at the address above, or by telephone.

HOUSE DOCTOR SERVICES POLICIES AND PROCEDURES

Effective for all projects advertised after July 1, 2011. Applications submitted on the obsolete forms may be rejected without consideration.

The City of Boston's Public Facilities Department (PFD) selects architects, engineers, planners and other consultants in accordance with Massachusetts General Laws Chapter 7, sections 38A ½ - 38O. The policies and procedures set forth in this document and the accompanying attachments represent the entire Designer Selection Policy of PFD's Capital Construction Division and will be made available to the public upon request.

1. PFD advertises all contracts in the *City Record*, *Boston Globe* and *The Central Register*. Advertisements will include project information, application procedures and application deadlines.
2. Upon request, all interested designers will be provided with an application package which will include:
 - a) Paper and electronic copies, if requested, of *The Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within the DSB's Jurisdiction (Updated July 2011)*, and with *The City of Boston Public Facilities Department Supplemental Requirements Package A-J* (the combination of which is to be referred to as the **Designer Application**).
 - b) *A copy of the Advertisement*, which will include information on project scope, budget and submittal requirements.
 - c) *The City of Boston Public Facilities Department House Doctor Consultant Services Application Package*, which includes PFD's *Designer Selection Policies and Procedures*, the *House Doctor Evaluation Criteria*, the *PFD Fee Schedule*, *PFD House Doctor Services Billing Rates*, *Instructions To Applicants for Design Work*, the *Designer Application Forms* and the *PFD Standard Contract for Professional Design Services*, along with other relevant information.
3. All applicants are required to complete the Designer Application and submit it to PFD. Information relevant to completing this Application is included in the *Instructions to Applicants for Design Work*. **Designers may be disqualified if both the Standard Designer Application Form and the Supplemental Requirements Package are not fully completed and submitted.**
4. For this project, a Designer Selection Committee (DSC) will be established to recommend a consultant or consultants. This Committee will consist of at least two qualified members of PFD's staff and may include additional PFD staff members, staff from user departments and representatives of communities and/or community organizations.
5. Following submission of applications, a member of the designer selection staff or another PFD staff member will confirm that the correct forms have been submitted and that the required signatures are in place. Failure to meet these two requirements may result in disqualification. Initial ratings will then be performed for each applicant. Various categories with numerical ratings are designed to make relative comparisons

between applicants. The numerical values for each of the rating categories are listed on the House Doctor Evaluation Criteria sheet included in this Handbook.

6. A meeting of the DSC for the project will be held after initial ratings have been completed. This is a Public Meeting and details will be posted on the City Clerk website located at <http://www.cityofboston.gov/calendar/cityclerk.asp>. DSC members will discuss the scope of work and other selection criteria, review the initial ratings and establish their own ratings, either in concurrence with the initial rating or not. The DSC members will individually rate each applicant, developing a shortlist of at least three of the most qualified firms in each category. The DSC will hold as many meetings as are necessary to review the information and to come to its conclusions.
7. The designer selection staff will consolidate the DSC rankings to determine the final recommended order for each category.
8. Finalists may be required to submit additional information or attend an interview. In every case, all finalists will be required to provide the same information in order to provide the DSC with equal information upon which to base a final recommendation.
9. The designer selection staff will draft a recommendation of the top-ranked finalists in each category and forward the recommendation for approval to the Deputy Director. After review of the DSC recommendation, the Deputy Director forwards the recommendation to the Director of PFD for approval. The Director, at his/her discretion, may approve any of the top-ranked finalists. PFD may, at its sole discretion, select multiple firms for each category.
10. The designer selection staff will establish a file documenting the entire selection process and all approvals. Letters will be mailed to all applicants notifying them that a decision has been made and copies of pertinent documents will be distributed internally.
11. Following receipt of the Director's approval, the PFD Project Manager will make a recommendation to the Public Facilities Commission to enter into a contract with the selected consultant(s).

House Doctor Evaluation Criteria

Firm Name _____

Project No. _____

Project Name _____

Project Manager _____

Designer Selection _____

Designer Selection Initial Review (check all that apply):

<input type="checkbox"/> Application is complete and on proper forms.	<input type="checkbox"/> Prime Applicant meets the req'ts of Ch 7, sec 38 A 1/2(b).	<input type="checkbox"/> Prime Applicant has supplied Certificate of Good Standing.
<input type="checkbox"/> Application is signed by Prime Applicant Official	<input type="checkbox"/> Prime Applicant agrees to sign COB Contract	

If firm has not been disqualified, continue with evaluation.

1. Location DS Boston 10 Inside Route 128 3 Outside Route 128 0	7. Ch. 149 projects compl. for constr. or in const. by applicant firm within the last ten years (n/a to Ch. 30 projects, studies, programming and reports) 4-5 projects 10 2-3 projects 5 1 project 1	12. Appropriateness of applicant to be selected for SC this project (a written explanation must accompany this rating). Appropriate 0 to 20 Inappropriate -1 to -20
2. Applicant Team has all of the disciplines and/or consultants required in the advertisement. DS Yes 10 No 0	8. Projects completed for constr. or in const. by applicant firm in an urban setting within the last ten years. (n/a to studies, programs or reports) 4-5 projects 5 2-3 projects 3 1 project 1	
3. Average professional experience of applicant firm's staff assigned to this project DS 15 years and over 10 10-14 years 7 5-9 years 3 0-4 years 0	9. Projects completed for constr. or in const. by applicant firm in a historical setting within the last ten years. (if requested in the advertisement, n/a to studies, programs or reports) 4-5 projects 5 2-3 projects 3 1 project 1	TOTAL POINTS <u>Comments:</u>
4. Average professional experience of consultant's staff assigned to this project DS 15 years and over 10 10-14 years 7 5-9 years 3 0-4 years 0	10. PFD Experience with applicant firm. DS Excellent 10 Good 5 Fair 0 Poor -10 None w/in last 7 years 5	
5. Similar projects completed for construction or in const. by applicant firm within the last ten years PM 4-5 projects 10 2-3 projects 5 1 project 1 <i>Count only projects where Applicant was Prime.</i>	11. Projects completed by applicant firm achieving LEED certification within the last ten years (if requested in the advertisement) 4-5 projects 0 to 20 2-3 projects -1 to -20 1 project <i>Count only projects where Applicant was Prime.</i>	<u>Missing Consultants:</u>
6. Similar projects completed for const. or in const. by consulting firms within the last ten years. (avg. all req'd consultants) PM 4-5 projects 10 2-3 projects 5 1 project 1	Rating I Subtotal	

DESIGNER SELECTION VOTING FORM

PROJECT:					PROJ. No.:		
EVALUATOR:			SIGNATURE:		DATE:		
DESIGN FIRMS	RANK 1	RATING 1 SUBTOTAL	CRITERIA 11 APPROPRIATENESS		RATING TOTAL 2	RANK 2	SHORT LIST Y/N
TOTAL # OF APPLICANTS: Design firms listed in Rank 1 Order (questions 1 - 13)			Appropriate 0 to 20 points Inappropriate -1 to -20 points				
			Points	Explanation (if add'l space needed, use back of form)			

RECOMMENDED SHORTLIST (minimum of 3 required, if available)

1.	4.
RECOMMENDED #1 FIRM	
2.	5.
3.	6.

PUBLIC FACILITIES DEPARTMENT DESIGNER FEE SCHEDULE

1. ARCHITECTURAL/ENGINEERING SERVICES, MULTIPLE DISCIPLINES - NEW CONSTRUCTION

	<u>A</u>	<u>B</u>	<u>C</u>
Estimated Construction Cost	Rate %	Rate %	Rate %
Up to \$100,000.00	9.00	11.00	13.00
Up to \$250,000.00	8.25	10.55	12.62
Up to \$500,000.00	7.00	10.10	12.00
Up to \$750,000.00	6.75	9.55	11.40
Up to \$1,000,000.00	6.50	9.00	10.80
Up to \$2,500,000.00	6.00	8.00	9.35
Up to \$5,000,000.00	5.00	7.00	8.50
Up to \$10,000,000.00	4.75	6.33	8.00
Up to \$15,000,000.00	4.50	6.00	7.80
Up to \$30,000,000.00	4.30	5.80	7.50
Up to \$100,000,000.00	4.00	5.50	7.00

2. ARCHITECTURAL/ENGINEERING SERVICES, MULTIPLE DISCIPLINES - RENOVATION

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Estimated Construction Cost	Rate %	Rate %	Rate %	Rate %
Up to \$100,000.00	9.50	12.20	14.50	9.00
Up to \$250,000.00	8.85	11.30	13.30	8.30
Up to \$500,000.00	8.25	10.60	12.40	7.70
Up to \$750,000.00	7.80	10.00	11.80	7.20
Up to \$1,000,000.00	7.70	9.90	11.70	7.10
Up to \$2,500,000.00	7.40	9.70	11.50	6.70
Up to \$5,000,000.00	6.45	8.50	10.00	6.20
Up to \$10,000,000.00	5.80	7.70	9.00	5.50
Up to \$15,000,000.00	5.60	7.40	8.50	
Up to \$30,000,000.00	5.30	7.20	8.30	
Up to \$100,000,000.00	5.00	7.00	8.10	

- "A" RATE DESIGN SERVICES on Structures of Simplest Architectural Character, such as Utility Buildings, Garages, Warehouses.
- "B" RATE DESIGN SERVICES on Structures of More Complex Architectural Character, such as Schools, Libraries, Theaters, Police Stations, Fire Stations, Recreation Buildings, Health Centers, Municipal Service Buildings, Offices.
- "C" RATE DESIGN SERVICES on Structures of Highly Developed Architectural Character or Requirements, such as Laboratories, Museums, Monumental Work.
- "D" RATE DESIGN SERVICES, REPAIR/RENOVATION, of Limited Complexity, Primarily Single Discipline (A or E), I.e. Reroofing, Masonry Repairs/Repointing, Window Replacement, New Fire Alarm, Boiler Replacement, Fire Protection.

**City of Boston
Public Facilities Department
FY 2013-2015 House Doctor Consulting Services**

Billing Rates

Unless otherwise agreed to in advance, the House Doctor Consulting Services provided under this contract shall be performed on an hourly basis. Maximum hourly costs for professional, technical or non-technical personnel shall not be billed at rates higher than two and three-quarter (2 and 3/4) times the direct hourly wage rate paid to the respective personnel assigned to that particular project. Unless otherwise agreed to in advance, maximum hourly costs shall not be more than (a) **ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00)** per hour in total for professional personnel, (b) **FIFTY-FIVE DOLLARS (\$55.00)** per hour in total for technical or non-technical personnel, or (c) not more than **ONE HUNDRED SIXTY DOLLARS (\$160.00)** per hour in total for any of the Consultant's principals. No additional adjustment for overhead or profit shall be added onto these costs.

INSTRUCTIONS TO APPLICANTS FOR HOUSE DOCTOR SERVICES

The House Doctor Consulting Services Application consists of The Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2011), along with The City of Boston Public Facilities Department Supplemental Requirements Package A-J, herein referred to as the Designer Application.

Designers may be disqualified if both the Standard Designer Application Form and the Supplemental Requirements Package A-J are not fully completed and submitted and the original Certificate of Good Standing is not attached.

Please note that all answers must be made on the Designer Application forms and pages. Substitute forms will not be accepted.

JOINT VENTURES AND ASSOCIATIONS:

In addition to the Designer Application, a legal Joint Venture must submit a detailed statement, outlining each firm's role and responsibilities including percentages of assigned work and a statement describing how the team will work together on this project. This statement must also include the lead firm's location, phone, and fax numbers. Failure to include a detailed statement may result in disqualification. This detailed statement must be presented with the Designer Application.

For the purposes of this application, Associated Designers should be considered consultants to the Prime Firm for the project. The Prime Firm is defined as the entity with which the City of Boston will execute the Contract Between the City of Boston Public Facilities Department and the Designer for Professional Design Services for this project.

DESIGNER APPLICATION GUIDELINES

- Submit one (1) original and five (5) complete copies of the Designer Application and required documentation. These should be bound by a single staple.
- Adequate room has been provided on the forms for all information required and unless specifically stated, continuation sheets may not be submitted. Beyond providing the information requested, forms must not be modified from their original state.
- Credit for current and relevant work by the Prime Applicant will only be given if the work was performed under the Applicant Firm's name. Work done by the firm's staff while employed elsewhere will not be counted for these categories. Joint Venture work must be done under the names of the individual firms in the Joint Venture. Prime Applicants must qualify any work presented that was performed through other firms.
- The Designer Application requires you to provide current and relevant projects performed by consulting firms in those disciplines specified in the advertisement. In the initial ratings, credit will be given only for these disciplines. You may,

however, include experience for consulting firms in other disciplines if you believe such to be necessary.

- If the Applicant Firm is providing services for any of the disciplines required in the advertisement, current and relevant projects must be provided specifically for those disciplines or points will not be awarded. This experience should be documented in section 8b of the Commonwealth of Massachusetts form for subconsultant experience.
- If applying as a Joint Venture, combine all answers to each question and use one form. When listing project experience, indicate which firm completed the listed project. Be sure to include a detailed statement describing the Joint Venture as required and outlined in this Designer Application Package.
- Current and relevant projects listed in all pertinent designer selection forms should not be more than ten (10) years old. Projects completed prior to that time will not be considered for rating purposes.
- Only those current and relevant projects that are in construction or have completed construction will be counted for initial rating purposes. If applicants do not have enough projects either completed for construction or in construction, projects in design should be listed. It is important that the phases for all projects listed throughout the Designer Application are included. A project should not be listed as “complete” unless the construction phase has been completed. Failure to do so may result in a lower score.
- Applicants must be Registered Architects, or Engineers if applicable, in accordance with the requirements of Massachusetts General Laws Chapter 7, § 38A1/2 (b)(i)-(iv). To determine this eligibility, PFD reviews information provided in sections 13, 14 and 15 of the Commonwealth of Massachusetts Application Form as well as information on file with the Secretary of the Commonwealth. It is very important for applicants to complete this information correctly. As a guide, the following information should be provided in these sections based on the type of organization:
 - If the applicant is an **individual**, his or her name should be listed in Item 13. Item 14 would remain blank because a sole proprietorship is not a corporation. Item 15 should be answered completely.
 - If the applicant firm is a **partnership**, all partners should be listed in Item 13. Item 14 would remain blank because a partnership is not a corporation. Item 15 should be answered completely.
 - If the applicant firm is a **corporation, sole proprietorship, joint stock company or other entity**, all officers should be listed in Item 13, remembering to include official titles for each officer. Item 14 should include names of all members of the Board of Directors, remembering to include titles of all officers. Item 15 should be answered completely, remembering to include the titles of all owners if they serve as officers in the corporation.

- If applicant firm is a **joint venture**, each joint venture entity must satisfy the requirements of Chapter 7, section 38A ½(b).
- Every applicant must agree to sign the attached *Contract between the City of Boston Public Facilities Department and the Designer for Professional Design Services* without modification. Failure to provide such agreement will result in disqualification from further consideration in this selection process. Supplemental Form J, entitled *Notice of Intent to Sign*, is included in the Designer Application and must be signed and returned as part of the Application Package or the applicant will be disqualified.

OTHER INFORMATION

- Addenda will be sent by electronic mail (e-mail), or facsimile if an e-mail address is not provided to the **Official**, to all parties who, according to the **Official's** records, have obtained Designer Selection Documents and have furnished to the **Official** an e-mail address and/or facsimile number for the purpose of receiving the Addenda.

The Public Facilities Department Bid Counter (Bid Counter) will no longer issue addenda by the U.S. Postal Service. Should any person, firm, contractor or vendor not have access to e-mail or facsimile, notice of the same needs to be provided in writing on the attached **Applicant Registration Form** and timely submitted to the Bid Counter. All who register their information with the Bid Counter are responsible for providing any updates or corrections concerning all contact information. In addition, it is your responsibility to make certain that you received any and all addenda relating to the Project. The Bid Counter is able to confirm the number of addenda and issuance dates of the same for the Project. You may contact the Bid Counter via telephone at 617-635-4809 or facsimile at 617-635-4852, Monday through Friday, except for City of Boston recognized holidays, and during the business hours of 9:00 a.m.-12:00 p.m. and 1:00 p.m. – 4:00 p.m. (Eastern Time), or through e-mail at bidinfo.pfd@cityofboston.gov.

- Applicants are notified that if selected, they will be required to sign the PFD standard agreement, including conditions, Forms A10 and A20 and the City's Standard Contract Form CM-10. Further, each applicant agrees to carry, if selected, professional liability and worker's compensation insurance in amounts specified in the PFD Contract for Professional Design Services provided in this Handbook.
- Designer Qualification Statements ("Master Brochures") are no longer required by PFD. If provided, these statements will be maintained on file for back-up reference and are optional. They will not be used when selecting a designer for a particular project.

SUBMISSION OF APPLICATIONS

- Unless otherwise specified in the Advertisement, all applications must be received no later than 4:00 P.M. (Eastern Time), at the PFD Bid Counter address listed below, on March 22, 2012. **Late applications will not be accepted.**
- The Designer Application and all other required documentation (one original and five copies) must be submitted together in one package. Clearly mark the envelope with the

name of the firm, the project title and the project number.

- Application packages must be sent to:

Public Facilities Department Bid Counter
City of Boston
26 Court Street, 10th Floor
Boston, MA 02108

IMPORTANT: Applications **MUST** be dropped off or sent directly to the **PFD Bid Counter**. PFD is not responsible for applications dropped off or sent to other locations.

- Questions should be directed to the PFD Bid Counter by telephone at 617-635-4809, or by email at bidinfo.pfd@cityofboston.gov.

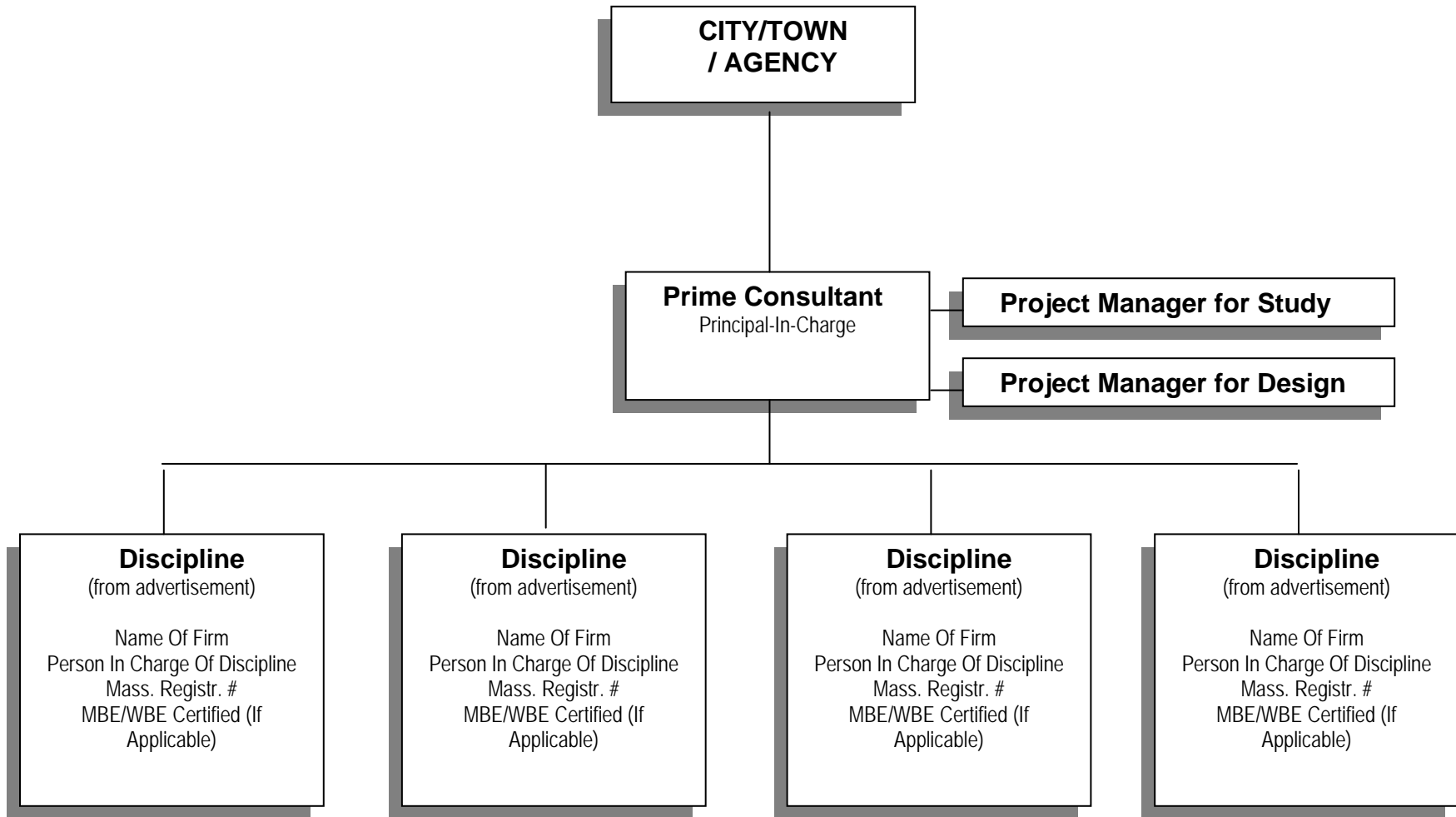
Applicant Deliverables

- ❑ The Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within Designer Selection Board Jurisdiction (Updated July 2011). (One original and five copies). Failure to sign the application form in section 16 will result in disqualification from further consideration.
- ❑ The City of Boston Public Facilities Department Supplemental Requirements Package dated July 2011 (One original and five copies). Failure to sign Supplemental Form J, the Notice of Intent to Sign the Contract between the City of Boston Public Facilities Department and the Designer for Professional Design Services will result in disqualification from further consideration.
- ❑ An original, signed, and stamped Certificate of Good Standing from the Secretary of the Commonwealth of Massachusetts. For those applicants who are not registered with the Secretary of the Commonwealth, a typewritten, signed and dated explanation documenting the reason(s) for such, must be provided. Failure to provide this information or if an applicant is not listed as being in Good Standing with the Secretary of the Commonwealth, is grounds for disqualification from further consideration.
- ❑ Joint Venture Statement (if applicable).
- ❑ Optional additional information on projects included in the Designer Application (One copy).
- ❑ NOTE: If requesting the RFQ and House Doctor Consulting Services Application Package electronically, all applicants must complete and submit the Applicant Registration Form included in this RFQ to the PFD Bid Counter upon receipt of the RFQ. An electronic copy may be requested from the PFD Bid Counter if preferred.

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Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2011)	1. Project Name/Location For Which Firm Is Filing:		2. Project #								
			This space for use by Awarding Authority only.								
3a. Firm (Or Joint-Venture) – LEGAL Name and Address Of Primary Office To Perform The Work:		3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)									
3b. Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:									
3c. Federal ID #:		3g. Name and Address Of Parent Company, If Any:									
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: _____ Telephone No: _____ Fax No.: _____		3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>									
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):											
Admin. Personnel	_____	(_____)	Ecologists	_____	(_____)	Licensed Site Profs.	_____	(_____)	Other	_____	(_____)
Architects	_____	(_____)	Electrical Engrs.	_____	(_____)	Mechanical Engrs.	_____	(_____)		_____	(_____)
Acoustical Engrs.	_____	(_____)	Environmental Engrs.	_____	(_____)	Planners: Urban./Reg.	_____	(_____)		_____	(_____)
Civil Engrs.	_____	(_____)	Fire Protection Engrs.	_____	(_____)	Specification Writers	_____	(_____)		_____	(_____)
Code Specialists	_____	(_____)	Geotech. Engrs.	_____	(_____)	Structural Engrs.	_____	(_____)		_____	(_____)
Construction Inspectors	_____	(_____)	Industrial Hygienists	_____	(_____)	Surveyors	_____	(_____)		_____	(_____)
Cost Estimators	_____	(_____)	Interior Designers	_____	(_____)		_____	(_____)		_____	(_____)
Drafters	_____	(_____)	Landscape Architects	_____	(_____)		_____	(_____)	Total	_____	(_____)
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No											

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



<p>7. Brief Resume Of ONLY Those Prime Applicant and Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form and Limit Resumes To ONE Person Per Discipline Requested In The Advertisement. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 6. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel Requested In The Advertisement And They Must Be In The Format Provided. By Including A Firm As A Sub-Consultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.</p>	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include 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) NOTE CURRENT PHASE	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) NOTE CURRENT PHASE	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 10 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 NOTE CURR PHASE
		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. <u>APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>																																
Be Specific – No Boiler Plate																																	
11.	Professional Liability Insurance: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
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). (Note: N/A is not an acceptable answer)																																
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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a.				d.																													
b.				e.																													
c.				f.																													
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Submitted by (Signature) _____</td> <td style="width: 50%;">Printed Name and Title _____ Date _____</td> </tr> </table>	Submitted by (Signature) _____	Printed Name and Title _____ Date _____																														
Submitted by (Signature) _____	Printed Name and Title _____ Date _____																																

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**City of Boston
Public Facilities Department
Supplemental Requirements Package**

In addition to completing the **Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction**, all applicants for City of Boston House Doctor Consulting Services project must submit the following as part of a **Supplemental Requirements Package**:

- **Supplemental Form A.** This form requires a list of all individuals from the Prime Firm or Joint Venture and the sub-consulting firms to be assigned to this project. Place an asterisk before each individual who will stamp drawings.
- **Supplemental Form B.** This form requires a list of all work currently being performed by the Prime Firm or Joint Venture personnel to be assigned to this project.
- **Supplemental Form C.** This form requires a list of up to 5 projects performed by the Applicant Firm serving as the Prime, a Consultant to the Prime or as a Sub-consultant, within the last 10 years that were performed under M.G.L. c.149, §§ A-J, Public Building Projects (not applicable to M.G.L. c. 30, § 39M projects, studies, programming and reports).
- **Supplemental Form D.** This form requires a list of up to 5 projects performed by the Applicant Firm serving as the Prime, a Consultant to the Prime or as a Sub-consultant, within the last 10 years that were completed in an urban setting (if required in the advertisement). Note: studies and program projects may be listed, but will not be counted for initial rating purposes in Criterion #9.
- **Supplemental Form E.** This form requires a list of up to 5 projects performed by the Applicant Firm as the Prime, a Consultant to the Prime or as a Sub-consultant, within the last 10 years that were completed in a historical setting (if required in the advertisement). Note: studies and program projects may be listed, but will not be counted for initial rating purposes in Criterion #10.
- **Supplemental Form F.** This form requires a list of all current and past projects performed for the Public Facilities Department.
- **Supplemental Form G.** Applicants must submit a completed Resume Form for each individual who will be assigned to this project. There should be a Resume Form for each individual listed on page 2 of the Standard Application and on Supplemental Form A, including sub-consultants. Please note if a resume for an individual is provided in response to page 2 of the Standard Application, it does not have to be provided again in response to Supplemental Form A.

City of Boston
Public Facilities Department
Designer Selection Supplemental Requirements Package

- ***Supplemental Form H.*** Applicants should submit a one-page description of their approach to the project based on the project description found in the Request for Designer Applications.
- ***Supplemental Form I.*** Applicants must sign this Notice of Intent to Sign the contract between the City of Boston Public Facilities Department and the Designer for Professional Design Services to be eligible for consideration for this project. Failure to sign this Form will result in disqualification.
- ***Attachment.*** An original, signed and stamped copy of the Certificate of Good Standing, from the Office of the Secretary of the Commonwealth must be attached to the Designer Application. Failure to submit this certificate will result in disqualification.
- Note that for all relevant experience listed, only those projects that are in construction or for which construction has been completed within the last 10 years will be counted in the initial ratings. Applicants should familiarize themselves with the House Doctor Evaluation Criteria before providing information in their application. If applicants do not have enough projects either completed for construction or in construction, projects in design should be listed.
- If services for any of the required consultant disciplines are to be provided by the Applicant Firm, complete item 8b. on page 5 of the Commonwealth of Massachusetts Application for each of those disciplines. Applicants will not be credited for experience in any required discipline if this form is not completed for each discipline.
- If applying as a Joint Venture, combine all answers to each question and use one form. When defining current and relevant work, indicate which firm completed the listed project. Attach a page outlining the terms of the joint venture agreement.
- Optional: provide additional information on projects listed in the application package. This may include full descriptions of the project scope, photographs, plans (reduced to 8 1/2" x 11"), sketches, previous experience with consulting firms and other appropriate information.

SUPPLEMENTAL FORM A

Applicant Firm's Personnel List all individuals in Prime Firm to be assigned to this project (Attach additional pages as needed). Place an asterisk before each individual who will stamp drawings						
Name	Reg. #	Discipline	Project Role (Note: Project Manager must be identified.)		Years Exp	% Time Assigned to Project
Divide total years exp by number of individuals to provide average years experience:						
Sub-Consultant Firms and their Personnel List Sub-Consulting Firms with key individuals to be assigned to this project (Attach additional pages as needed). Place an asterisk before each individual who will stamp drawings.						
Firm	Name	M/WBE	Reg #	Discipline/Project Role	Years Exp	% Time Assigned to Project
Divide total years exp by number of individuals to provide average years experience:						

SUPPLEMENTAL FORM B

PROJECT #

Other Current Work List all work currently being performed by Firm Personnel to be assigned to this project:				Estimated	Percentage of
Name/Project Role	Project/Owner/Brief Description	Project Cost	Phase	Completion Date	Time Assigned to this Project

SUPPLEMENTAL FORM C

Applicant Firm's Experience with Chapter 149 Projects
List up to 5 projects performed by the Applicant Firm within the last 10 years, which were performed under M.G.L. c. 149 §§44 A-J Public Bidding Projects (Not Applicable to M.G.L. c. 30,\$ 39M Projects, Studies, Programming and Reports). NOTE: Only projects completed for construction or in construction will be counted for the purposes of evaluating Criterion #8.

Project Name/Owner	Location/Description/Note Current Phase	Sq Ft of Bldg	Type	Services	Date Compl	Est Cost	Final Cost	Appl's Role

Type: N=New Construction, R=Renovation
 Services: S=Study, P=Programming, D=Design Only, C=Construction Administration Only, DC=Design and Construction Administration
 Estimated Costs: List Construction Estimate and Final Costs
 Applicant's Role: P=Prime, C=Consultant to Prime, S=Subconsultant to Prime

SUPPLEMENTAL FORM D

Applicant Firm's Experience in Urban Settings

List up to 5 projects performed by the Applicant Firm within the last 10 years, which were performed in an Urban setting (if required in Advertisement): NOTE: Only projects completed for construction or in construction will be counted for the purposes of evaluating Criterion #9.

Project Name/Owner	Location/Description/Note Current Phase	Sq Ft of Bldg	Type	Services	Date Comp	Est Cost	Final Cost	Appl's Role

Type: N=New Construction, R=Renovation

Services: S=Study, P=Programming, D=Design Only, C=Construction Administration Only, DC=Design and Construction Administration

Estimated Costs: List Construction Estimate and Final Costs

Applicant's Role: P=Prime, C=Consultant to Prime, S=Subconsultant to Prime

SUPPLEMENTAL FORM E

Applicant Firm's Experience in Historic Settings

List up to 5 projects performed by the Applicant Firm within the last 10 years, which were performed in a Historic setting (if required in Advertisement): NOTE: Only projects completed for construction or in construction will be counted for the purposes of evaluating Criterion #10.

Project Name/Owner	Location/Description/Note Current Phase	Sq Ft of Bldg	Type	Services	Date Comp	Est Cost	Final Cost	Appl's Role

Type: N=New Construction, R=Renovation
Services: S=Study, P=Programming, D=Design Only, C=Construction Administration Only, DC=Design and Construction Administration
Estimated Costs: List Construction Estimate and Final Costs
Applicant's Role: P=Prime, C=Consultant to Prime, S=Subconsultant to Prime

SUPPLEMENTAL FORM F

PROJECT #

Current PFD Projects

List all work that is currently being performed for PFD.

Project Name	PFD Project Manager	Value	Current Phase	Applicant's Role

Past PFD ProjectsList all work completed for PFD, **not** including current workload:

Project Name	PFD Project Manager	Value	Date Comp	Applicant's Role

Value: List Total Project Cost

Applicant's Role: P=Prime, C=Consultant to Prime, S=Subconsultant to Prime

SUPPLEMENTAL FORM G

Applicant Firm's Experience with Sustainable Design
List up to 5 projects performed by Applicant Firm within last 10 years that received Leadership in Energy and Environmental Design (LEED) certification, or other recognized sustainability, energy efficiency, or green building program, and/or show expertise in sustainability concepts such as energy efficiency/conservation, natural light, fresh air, overall sustainability, etc. If certification was received in any program other than LEED, attach a description of the program. Note: Only projects performed by the applicant in the role of Prime will be counted in Criterion #11.

Project Name/Owner	Loc/Description/Curr Phase (Note certification rec'd)	Sq Ft of Bldg	Type	Services	Date Comp	Est Cost	Final Cost	Appl's Role

Type: N=New Construction, R=Renovation
Services: S=Study, P=Programming, D=Design Only, C=Construction Administration Only, DC= Design and Construction Administration
Est Costs: List Construction Estimate and Final Costs
Applicant's Role: P=Prime, C=Consultant to Prime, S=Subconsultant to Prime

SUPPLEMENTAL FORM H

Brief resume of Prime Applicant personnel. Confine responses to the space provided on the form. Resumes should be consistent with the persons listed on PFD Supplemental Form A. Additional sheets should be provided as required for the number of personnel listed and they must be in the format provided.	
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:	c. Name And Address Of Office In Which Individual Identified In 7a Resides:
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):

SUPPLEMENTAL FORM I

Project Approach

Provide a one-page description of Prime Firm's approach to the project based on the project description found in the Request for Designer Applications.

Supplemental Form J

Notice of Intent to Sign:

To be considered for this Project, it is required that all applicants agree to sign and execute the City of Boston Public Facilities Department Contract for Professional Design Services, a draft of which is included in this Designer Selection Handbook. The terms of this contract are non-negotiable and must be accepted without modification.

By signing below, the authorized official from the Prime Applicant acknowledges this requirement and agrees to accept the terms of the following contract without modification:

- ☐ Contract between the City of Boston Public Facilities Department and the Designer for Professional Design Services.

Failure to sign this Notice of Intent to Sign will result in disqualification from further consideration for this project.

(print) Name of the Authorized Official

Date

(print) Title of the Authorized Official

(original signature) Name of the Authorized Official

Firm's Legal Name

Firm's Official Stamp (if applicable)

**CITY OF BOSTON
PUBLIC FACILITIES DEPARTMENT**



THOMAS M. MENINO, MAYOR
Michael J. Galvin, Director
Joseph I. Mulligan III, Deputy Director

PUBLIC FACILITIES COMMISSION:

Patrick Harrington
Michael Hatfield
John Walsh

CONTRACT

**BETWEEN THE CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT
AND THE DESIGNER FOR PROFESSIONAL DESIGN SERVICES**

Project Title:

PFD Project Number:

Revised: April 2011

**CONTRACT BETWEEN THE CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT AND
THE DESIGNER FOR PROFESSIONAL DESIGN SERVICES**

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8.8	Project Completion
8.9	Construction Contract Disputes

8.10 Project Record Documents

Article 9. Services During the Post-Construction Phase

9.1 General Post-Construction Services

9.2 Specific Post-Construction Services

Article 10. Additional Services.

10.1 Performance of Additional Services

10.2 Survey of Site Conditions

10.3 Outside Testing, Inspections or Investigations

10.4 Multiple Construction Contracts

10.5 Furnishings and Equipment

10.6 Reproduction Services

10.7 Graphics and Media

10.8 Project Representation Beyond Basic Services

10.9 Revisions in Drawings and Specifications

10.10 Pre-Qualification Services

10.11 Reimbursement for Additional Services

**CITY OF BOSTON
PUBLIC FACILITIES DEPARTMENT**

**Agreement Between the City of Boston and Designer
Revised, November 2009**

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**CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT
CONTRACT FOR DESIGN SERVICES**

ARTICLE 1 THE CONTRACT FORMS:

The Contract Forms are part of the Contract between the City and the Designer and are incorporated into and made a part of the Contract by this reference. The Contract Forms collectively represent the final and entire integrated agreement between the City and the Designer for Services under the Contract, and supercede all prior oral or written agreements, if any, between the City and the Designer. The Contract Forms shall not create a relationship or legal duty of any kind between the City and any Consultant or any other person. The Contract Forms on the date when the City executes the Contract consist of Contract Articles 1-10 and each of the following listed Contract Forms that **MUST BE INSERTED** into the Contract.

- 1.1 Copy of Public Advertisement and Advertisement Verification Form
- 1.2 Designer Application Form submitted by the Designer
- 1.3 Proposal Opening Certification
- 1.4 Designer Selection Recommendation
- 1.5 Budget Department Approval Page
- 1.6 Certificate of Vote of the Public Facilities Commission
- 1.7 Contractor Certification Form CM 9
- 1.8 No Risk Certificate
- 1.9 Required Certificate(s) of Insurance
- 1.10 Affidavit of Compliance With the Living Wage Ordinance
- 1.11 Forms for Compliance With the CORI Ordinance Policy CM 15A & 15B
- 1.12 Letter of Contract Award to the Mayor of Boston
- 1.13 Standard City of Boston Contract Form CM 10 Signature Page
- 1.14 Corporation Counsel Signature Page
- 1.15 Certificate of Authority / Corporate Vote Form CM 6
- 1.16 City of Boston Purchase Order

Additional Contract Forms that will be issued after the date when the City executes this Contract consist of: a.) fully executed Amendments; and b.) Notices to Proceed executed by the City. There are no Contract Forms other than those listed in this Article 1, unless added by an Amendment to the Contract.

END OF CONTRACT ARTICLE 1 – THE CONTRACT FORMS

**CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT
CONTRACT FOR DESIGN SERVICES**

ARTICLE 2 THE AGREEMENT:

THIS CONTRACT is dated as of the ___ day of _____ in the year _____ by and between the City of Boston ("the City") and _____ ("the Designer"), a corporation ☐, individual ☐, partnership ☐, limited liability company ☐, limited liability partnership ☐, of the State of _____. The City and the Designer, in consideration of the mutual covenants stated in this Agreement, agree as follows:

ARTICLE 2.1 THE DESIGNER'S SERVICES AND STANDARD OF CARE

2.1 The Designer agrees: that the quality, completeness and timeliness of the Services provided under the Contract shall conform to, and be in accordance with, the standard of care and practice exercised by design professionals engaged in performing comparable services and expected of a Designer who is in good standing practicing under similar circumstances and possessing the degree of experience and expertise required in connection with the Project; that the personnel furnishing the Services who are employed by the Designer or its Consultants shall be qualified and competent, and that the recommendations, guidance and performance of said personnel will reflect the standard of care and practice described in this Article; that the Services will be performed in accordance with the standards reasonably expected by the Official, acting in good faith, for a public project of the complexity and historical and cultural significance of the Project. In addition, and without limiting the foregoing, the Designer agrees that the Services shall conform to the requirements set forth in the Contract, as well as to all applicable laws. It is the mutual understanding of the parties that this Article does not constitute a guaranty or warranty, express or implied, with respect to the Services under the Contract. The Designer shall perform in a complete, timely and satisfactory manner, as determined by the Official's reasonable discretion, the professional services:

- a. set forth in the Contract Forms itemized in Article 1 of the Agreement; and
- b. the duties and responsibilities of the Designer as specified in the following Articles taken from the City's Standard Construction Specification:

00 20 00 INSTRUCTIONS TO BIDDERS:

14.5 The Designer is required to evaluate the bids after they are opened.

00 52 13 AGREEMENT:

- 1.1 The Designer is entitled to the performance and enforcement obligations under the Contract that are consistent with the Designer's authority under the construction contract documents.
- 3.1 The Designer is the City's representative and has all of the rights and duties assigned to the Designer under the construction contract documents.

00 60 10 STANDARD FORMS:

- 1.8 The Designer is required to sign the Transfer of Title Form for payment for stored materials.
- 1.9 The Designer is required to sign Change Authorization Forms.
- 1.10 The Designer is required to sign Change Order Forms.
- 1.11 The Designer is required to sign the Certificate of Substantial Completion Form certifying that the work has been inspected and is substantially complete subject to an attached punch-list of the remaining incomplete and unsatisfactory work.

00 70 00 GENERAL CONDITIONS:

- 1.5.1 The Designer resolves conflicts in the construction contract documents consistent with their intent and necessary to produce the intended result.
- 2.3.1 The Designer provides reference points, and must give written approval before any changes to reference points.
- 2.7.2 Written directions or interpretations issued to the Contractor by the Designer must be endorsed by the Official to become effective.

- 2.9.1 The Designer is required to assist the City in the process of the City's post-project evaluation of the general contractor and subcontractors.
- 3.1.2 The Designer is required to make on-site observations at appropriate intervals to observe the quality of work and whether the work is being performed according to the construction contract documents; to guard against defective work; to keep the City informed of the progress of the work.
- 3.1.3 The Designer is authorized to reject defective work.
- 3.2.1 The Designer is the initial interpreter of the requirements of the construction contract documents, and is required to render written decisions regarding the acceptability of work and the interpretation of the construction contract documents.
- 3.2.2 The Designer is not liable for good-faith determinations.
- 3.2.2 A good faith determination by the Designer is a condition precedent to any contractor rights or remedies under the construction contract.
- 3.2.3 The Designer has thirty days from receipt to render a decision.
- 3.2.4 In giving instructions, the Designer has no authority to order changes in the work.
- 3.4.2 The Designer is required to make determinations about quantities of unit price work actually done by the Contractor.
- 3.4.3 Decisions by the Designer are final and binding unless written notice is delivered to the City by the Contractor within thirty days after receipt of the decision.
- 4.10.5 The Designer is required to evaluate proposed substitution requests.
- 4.11.1 The Designer receives "Revision 0" of the Schedule of Values within fifteen days after contract execution. With the first application for payment the Designer receives "Revision 0" of the Construction Progress Schedule and Schedule of Shop Drawing Submissions. Once submitted, the Designer is required to review the Construction Progress Schedule.
- 4.11.4 After review and verification, the Designer receives the revised Construction Progress Schedule.
- 4.12.1 The Designer may order project photographs and receives the disc and prints within fifteen days of exposures.
- 4.13.1 The Designer receives the Shop Drawing Log and Shop Drawing submission schedule within fifteen days after contract execution.
- 4.13.4 The Designer receives, reviews and approves all technical submittals.
- 4.14.1 (Also 4.14.2 & 4.14.6) The Designer is responsible for reviewing, commenting, approving, rejecting and returning all shop drawings and other technical submittals.
- 4.18.1 The Designer receives all operating, service and maintenance instructions for equipment.
- 4.19.3 The Designer receives record documents, comments on them and returns them to the Contractor.
- 4.19.6 The Designer receives daily reports from the Contractor re: labor force, equipment used, materials received, status of work, etc.
- 4.23.2 The Designer examines and inspects materials.
- 4.27.7 The Designer may order special inspections or testing.
- 7.3.1 The Designer receives the written notice of substantial completion from the Contractor, inspects the work, and prepares a list of the incomplete or unsatisfactory work to give to the Contractor.
- 7.3.2 The Designer prepares a certificate of substantial completion within twenty-one days of the contractor's certification with the punch-list attached.
- 7.6.1 If issuing a partial Certificate of Substantial Completion, the Designer is required to also provide a written determination as to the division of responsibilities for the remaining work
- 8.1.3 The Designer receives contractor applications for payment.
- 8.1.4 The Designer checks and certifies applications for payment within five business days of receipt which constitutes a recommendation to the Official.
- 8.2 Clarifies the meaning of the Designer's recommendation for payment.
- 8.4.2 The Designer may refuse to recommend the whole or part of a payment.
- 8.7.1 The Designer makes a final inspection upon receipt from the Contractor of a notice that the work is complete and is required to give a written notice to the Contractor of any items of incomplete or defective work.
- 8.8.1 The Designer has thirty days from receipt of a final payment application to either recommend acceptance or not to the Official.
- 11.1.4 The Designer is required to advise the Official as to changes in the work, but cannot order any changes in the work.
- 11.3.2 The Designer is required to advise the Official as to actual v. estimated quantities of unit price work.
- 12.14.1 The Designer is required to advise the Official whether a change in contract price

- or contract time is warranted.
- 15.1.2 The Designer is required to make the initial determination regarding adjustments in price, time and interpretation of construction contract terms.
- 15.1.5 The Designer must receive a copy of all contractor claims submitted to the Official.
- 01 11 00 SUMMARY OF WORK/SITE LOCATION:
The Designer is responsible for completing this section.
- 01 23 00 ALTERNATES:
The Designer is responsible for listing any alternates in order of priority.
- 01 30 00 ADMINISTRATIVE AND PROCEDURAL PROVISIONS:
- 1.11 The Designer is required to attend the pre-construction meeting. The Designer must attend all weekly project meetings and prepare minutes.
- 1.12 The Designer is required to attend all weekly project meetings and prepare minutes.
- 01 32 16/17 CONSTRUCTION PROGRESS SCHEDULE:
The Designer is required to review, interpret, comment on and object to the proposed Construction Progress Schedule within thirty days.

ARTICLE 2.2 THE PROJECT

2.2 The Project to which the Contract between the City and the Designer applies and for which the Services will be performed under the Contract is generally described as _____.

ARTICLE 2.3 TIME FOR COMPLETION OF THE SERVICES

2.3.1 The periods of time allowed for completion of the Services, the Completion Time(s), will be as follows:

2.3.1.1 The Designer shall, in a satisfactory and proper manner, complete the Schematic Design Phase Services and submit the required documents as required in Contract Article 5 within _____ from the date of execution of the Agreement by the City.

2.3.1.2 The Designer shall, in a satisfactory and proper manner, complete the Design Development Phase Services and submit the designated Deliverables as required in Contract Article 6 within _____ from the date set forth in the Official's Notice to Proceed with the Design Development Phase.

2.3.1.3 The Designer shall, in a satisfactory and proper manner, complete the Construction Documents Phase Services and submit the designated Deliverables as required in Contract Article 7, within the following time periods from the date set forth in the Official's Notice to Proceed authorizing the Designer to proceed with the Construction Documents Phase:

2.3.1.3.1 Submit Working Drawings and deliverables as defined by the Official (60% Review) within _____.

2.3.1.3.2 Submit the Working Drawings and deliverables as defined by the Official, detailed technical Specifications and Estimate and Analysis of Construction Cost (95% Review) within _____ after receiving the Official's Authorization to proceed to the 95% Working Drawings.

2.3.1.3.3 Submit final Bidding Documents, ready for construction contract bidding purposes (100% Review) and final Estimate of Construction Cost within _____ after submitting the 95% documents to the Department.

2.3.2 If separable parts of the Services within any of these Phases shall be completed within periods of time other than those indicated under paragraph 2.3.1 for the completion of each Phase, the Completion Times for those separable parts of the Services will be as specified in the

Supplementary Conditions, Contract Article 4.

2.3.3 The entire term of the Contract between the City and Designer shall be _____ from the date of execution of this Agreement by the City. The City and the Designer recognize that time is of the essence regarding this Contract.

ARTICLE 2.4 COMPENSATION FOR THE SERVICES

2.4.1 For satisfactory performance of all of the Designer's obligations for the Basic Services, rendered by the Designer in accordance with the Contract Forms, including the Post Construction Services in Article 9, the Designer will accept in full payment the following Basic Fee sums:
for the Schematic Design Phase _____ (\$_____);
for the Design Development Phase _____ (\$_____);
for the Construction Documents Phase _____ (\$_____);
for the Construction Administration Phase _____ (\$_____)

2.4.2 For Additional Services in the Schematic Design, Design Development, Construction Documents and Construction Administration Phases, including the Post Construction Services in Article 9, rendered by the Designer in accordance with the Contract Forms, the Designer will accept in full payment the sum of:
_____ (\$_____)

2.4.3 The full and complete Compensation for all of the Services rendered by the Designer shall be in an amount not to exceed:
_____ (\$_____),
which is comprised of the Basic Fee and the Fee for Additional Services.

2.4.5 Payments by the City to the Designer will be made in current funds, subject to the conditions governing payments to the Designer stipulated in Contract Articles 2.5 and 3.15.

ARTICLE 2.5 CONDITIONS GOVERNING PAYMENT

2.5.1 If the Official, in the Official's sole discretion, agrees that the City will make progress payments of the Compensation for Services stated in Contract Article 2.4 on the basis of a partial payment method, the Designer shall submit to the City monthly Invoices for Payment covering Services performed in a satisfactory and proper manner. Any such partial payment by the City shall be due forty-five (45) days following receipt of the corresponding Invoice for Payment by the Official, subject to the conditions stated in this Article and in Contract Article 3.15.

2.5.2 Invoices for Payment shall clearly indicate the time period covered by the invoice, and for each separable part of the Services detailed on the current invoice: (a) the Compensation stipulated for the part of the Services, (b) amounts invoiced through the preceding invoice, (c) amount invoiced for the current time period, and (d) Compensation remaining for that part of the Services, including amounts on the current invoices. The Designer shall furnish such information relating to the Services or to documentation of labor or expenses as are requested by the Official.

2.5.3 If the Official questions any amount included in an Invoice for Payment, the City may, in the Official's discretion, pay the amount invoiced in full and provide written notice to the Designer requesting additional supporting information and data for the questioned amount. If the Designer fails to document the eligibility and reasonableness of the questioned amount, as the case may require, the City will deduct the questioned amount from the next payment due to the Designer.

2.5.4 If the City finds that services previously paid for contained deficiencies, errors or omissions, then the City may withhold from any future payment under the Contract an amount reasonably calculated by the City to cover the cost of correcting the deficiency, error or omission until the services have been corrected to the satisfaction of the Official. If the City discovers charges for any previously paid for services were calculated based upon incorrect salary rates or other incorrect information, the City may offset any overcharges against any future payments under the Contract.

Nothing in this Paragraph shall limit any legal remedies of the City against the Designer or its insurer for default, errors, omissions, erroneous claims, false claims, tort claims, or any breach by the Designer of the terms of this contract or applicable laws.

2.5.5 Except as provided below, the City shall pay the Designer for Services rendered in accordance with provisions in Contract Article 3.15.

2.5.6 Prior to completion of a designated Phase of the Services on which separate Compensation is specified in the Basis of Compensation, payments will be made in an amount equal to the partial payment earned for Services rendered (except in the Construction Documents Phase which, after 95% payment for Construction Documents, the City will require a 5% retainage on the balance of the payments for this Phase until, in the sole opinion of the Official, acceptable bids have been received), less the aggregate of payments previously made by the City to the Designer for that Phase of the Services and less such additional deductions as the Official may determine are appropriate.

2.5.7 Upon completion of a designated Phase of the Services on which separate Compensation is specified in the Basis of Compensation, a payment may be made by the City in an amount sufficient to increase total payments to 100% of the Compensation for the designated Phase of the Services, less such deductions as the Official may determine are appropriate.

2.5.8 Upon completion of the Services, final payment may be made by the City in an amount sufficient to increase total payments to 100% of the Compensation for all Services, less such deductions as the Official may determine are appropriate.

2.5.9 No payment on the Compensation for Services performed by the Designer as stated under Contract Article 2.4 will be made by the City until the original Contract is fully executed by the City and is filed with the City's Auditing Department.

ARTICLE 2.6 REPRESENTATIONS OF THE DESIGNER

2.6.1 The Designer has familiarized himself/herself with (a) the Services and the locality of the Project; (b) all general, local and prevailing conditions and all Laws and legal requirements which may in any manner affect performance of the Services and the designated Deliverables; and (c) the terms and conditions of the Contract as set forth in the Contract Forms.

2.6.2 The Designer's proposal for the Services under the Contract was not made in the interest of or on behalf of any undisclosed person, and was not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The Designer did not directly or indirectly induce or solicit (a) any other Designer to submit a false or sham proposal, or (b) any other person to refrain from proposing for the Services. The Designer has not sought by collusion to obtain any advantage over any other Designer or over the City.

2.6.3 The Designer and the Designer's Principal, Project Designer and Project Manager are properly licensed under the applicable provisions of M.G.L. and all applicable regulations.

2.6.4 The Designer has read and studied each provision of the Contract Forms. The Designer has no expectations different from the terms and conditions of the Contract Forms.

2.6.5 The Designer has not given, offered or agreed to give any person any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the Contract to the Designer.

2.6.6 No Consultant has given, offered or agreed to give any gift, contribution or offer of employment to the Designer or to any other person as an inducement for, or in connection with, the award to the Consultant of a portion of the Services.

2.6.7 No person, other than persons regularly employed by the Designer has been retained or

hired by the Designer to solicit for or in any way assist the Designer in obtaining this Contract upon an agreement or understanding that such person be paid a fee or other consideration contingent upon the award of this Contract to the Designer.

2.6.8 For contracts exceeding ten thousand dollars (\$10,000.00), or for the design of a building where the construction cost is for an estimated amount greater than one hundred thousand dollars (\$100,000.00), the Designer has internal accounting controls as required by M.G.L. Chapter 30, §39R(c) and the Designer has filed and will continue to file an audited financial statement as required by subparagraph (d) of § 39R.

2.6.9 The Designer warrants that all of the prices, terms, warranties and benefits granted to the City are comparable to or better than the equivalent prices, terms, warranties and benefits offered to others for the performance of similar services.

2.6.10 The Designer shall keep all records required by M.G.L. Chapter 30, §39R and make them available for inspection by any public official authorized by law, and has filed a statement of internal accounting controls required by M.G.L. Chapter 7, §38H and Chapter 30, §39R.

2.6.11 The Designer certifies under the penalties of perjury that pursuant to M.G.L. Chapter 62C, §49A he has filed all tax returns, paid all taxes, and pursuant to M.G.L. Chapter 151A, §19A has complied with all laws relating to contributions to the Employment Security System.

ARTICLE 2.7 AVAILABILITY OF AN APPROPRIATION

2.7.1 This Contract is subject to the availability of a sufficient appropriation of funds for the Contract.

2.7.2 If the Contract is funded under a grant from an instrumentality of the Federal Government, the Contract is being executed without further appropriation pursuant to M.G.L. Chapter 44, §53A. However, in any such case, neither such instrumentality of the Federal Government nor any agency of the Commonwealth involved in the administration of such grant shall be a party to this Contract.

2.7.3 When the amount of the City Auditor's certification of available funds is less than the amount shown in Contract Article 2.4 for the Full and Complete Compensation for all Services, the City shall not be liable for any claims or requests for payment by the Designer which would cause total claims or payments under this Contract to exceed the amount so certified.

2.7.4 Unless otherwise expressly provided in a written document incorporated into this Agreement by reference, the amount certified by the City Auditor as available funds under this Contract may be decreased by the Official upon written notice to the Designer bearing the written approval of such change by the City Auditor. Such notice shall be sent or delivered to the Designer and shall take effect not less than seven (7) days after the date of such delivery or mailing of the event of such increase or decrease. The Designer shall be compensated for Services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 2.8 THE DESIGNER'S PERSONNEL AND CONSULTANTS

2.8.1 The Designer nominates _____ as the Principal responsible for ensuring that the Services will be performed/completed in accordance with the Contract Forms. The Designer's Principal is assigned to this Contract for its entire term.

2.8.2 The following personnel, who are in the direct employ of the Designer, are nominated as key and supervisory personnel to be assigned to this Contract for its entire term:

Project Manager: _____

Project Designer: _____

2.8.3 The following Consultants will be engaged by the Designer in connection with the Services:

Consultant Firm Name(s):

Names of Consultant's Key Personnel:

2.8.4 The Designer agrees not to remove or replace the Principal, Project Manager and Project Designer or Consultants nominated under Articles 2.8.2 and 2.8.3, nor to assign additional key personnel or engage additional Consultants in connection with the Services, except as provided in this Article and Contract Articles 3.6.3 and 3.8.

2.8.5 The Designer warrants that each Consultant and all respective supervisory and key personnel will be registered in their respective disciplines, if registration is required under M.G.L. or by regulation.

2.8.6 If the Designer removes or replaces any of the personnel nominated in paragraph 2.8.2 or 2.8.3 without the prior written consent of the Official, the City may terminate the Services of the Designer for cause.

ARTICLE 2.9 LIMITATION OF CONSTRUCTION COST

2.9 The construction cost, as defined in Contract Article 3.14 shall not exceed the total cost of: _____ (\$_____).

ARTICLE 2.10 NOTICE PROVISIONS

2.10.1 Unless otherwise specified in the Contract Forms, any notice or communication shall be in writing, and shall be deemed to have been given as of the time of actual receipt.

2.10.2 Unless otherwise specified in writing, any notice or other communication to the City or Designer shall be sufficiently given if delivered to the intended individual in person or at the appropriate address designated in the Agreement.

ARTICLE 2.11 MISCELLANEOUS PROVISIONS

2.11.1 Defined terms used in this Contract, have the intent and meanings assigned to them in Paragraph 3.1 of the General Conditions, Contract Article 3.

2.11.2 If any provision in the Contract Forms is invalid, illegal or unenforceable, all other provisions of the Contract Forms shall nevertheless remain in full force and effect. If any provision in the Contract Forms is inapplicable to any person or circumstance, that provision shall nevertheless remain applicable to all other persons and circumstances.

2.11.3 It is the intent of the City and the Designer that all provisions of Law required to be inserted or referenced in the Contract Forms are in fact inserted or referenced in the Contract Forms. If any provision of law is not inserted or referenced in the Contract Forms, or is inserted or referenced in improper form, then each such provision shall be considered inserted or referenced in proper form at no increase in Compensation or Time for Completion of the Services.

2.11.4 The Designer shall not sell, assign, transfer or otherwise convey any of the Designer's rights and shall not delegate any of his duties under this Contract without the prior and express written consent of the Official. In its sole discretion, the Official may refuse to consent to any proposed assignment or delegation. Any attempted sale, assignment, transfer, conveyance or delegation in violation of this paragraph shall be void and shall relieve the City of any further liability under the

Contract. If the Official consents in writing to an assignment, unless specifically stated to the contrary in the consent, the assignment shall not release or discharge the Designer from any duty or responsibility set forth in the Contract Forms.

2.11.5 The Official reserves the right to correct any error in any partial payment that may have been paid. The Official reserves the right, should proof of Defective Services be discovered after any partial or final payment, to claim and or withhold from the Designer and the Designer's professional liability insurer, or either of them, sufficient sums to cover any and all damages, losses or expenses, whether direct, indirect or consequential, arising out of, relating to, or in any way connected with, the Defective Services. If the City finds that Services previously paid for contained deficiencies, errors or omissions, then the City may withhold from any future payment under the Contract an amount reasonably calculated by the City to cover the cost of correcting the deficiency, error or omission until the Services have been corrected to the satisfaction of the Official. If the City discovers charges for any previously paid for Services were calculated based upon incorrect salary rates or other incorrect information, the City may offset any overcharges against any future payments under the Contract. Nothing in this Paragraph shall limit any legal remedies of the City against the Designer or its insurer for; default, errors, omissions, erroneous claims, false claims, tort claims, or any breach by the Designer of the terms of this contract or applicable laws.

2.11.6 Any waiver by the Official of any provision of the Contract Forms shall be specific and in writing, and shall apply only to the specific matter and shall not apply to any other similar or dissimilar matters. Any waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.

2.11.7 Nothing contained in the Contract Forms shall in any manner authorize, empower or constitute the Designer or any Consultants as agents of the City; authorize or empower the Designer or any Consultants to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of the City; or in the name of the City authorize or empower the Designer or Consultants to bind the City in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the City. The Designer shall perform all Services under this Contract as an independent contractor. The Contract Forms do not create and shall not be construed as creating any rights enforceable by any person not a party to the Contract.

2.11.8 This Agreement shall be binding on the City, the Designer and all of their respective successors and legal representatives and, if the Official has consented to an assignment or delegation as per Paragraph 2.11.4, to said assigns and delegates.

2.11.9 This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire, integrated agreement between the parties with respect to the Services to be performed under the Contract.

2.11.10 This Contract and the Contract Forms shall be governed by and construed in accordance with the Laws of Commonwealth of Massachusetts, without giving effect to any rules governing conflict of laws.

END OF CONTRACT ARTICLE 2 – THE AGREEMENT

**CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT
CONTRACT FOR DESIGN SERVICES**

ARTICLE 3 THE GENERAL CONDITIONS:

ARTICLE 3.1 DEFINED TERMS

3.1 The following terms used in these General Conditions and in the other Contract Forms have these meanings and intent, unless the context requires otherwise:

Agreement - Contract Article 2 of the Contract between the City and Designer, of which these General Conditions are included as Article 3.

Amendment - A written order signed by the City and the Designer providing for (a) changes in the Services, or (b) changes in the Compensation for the Services or the Time for Completion, or both.

Approval – A signed written communication from an authorized representative of the Awarding Authority to the Designer expressing the approval of Services performed or Deliverables submitted by the Designer, and which does not relieve the Designer from any of its professional responsibilities under the Contract for the item(s) with respect to which written approval has been given.

As-Built Drawings – All drawings, specifications, approved shop drawings, catalog cuts and other items bearing markings or containing information provided by the Contractor to indicate construction details and changes made during the construction of the Project.

Awarding Authority – The City of Boston acting through its Public Facilities Department.

Basic Fee – The fee for the Designer's Services specified in Article 2.4 of this Contract.

Basic Services – All of the Services required to be performed by the Designer under the terms of this Contract except for those described as Additional Services.

Business Day - Any day except Saturdays, Sundays and holidays observed by the City.

City - The City of Boston, a Municipal Corporation in the Commonwealth of Massachusetts, a party to the Contract, and for whom the Services are to be performed.

Claim – A written demand by the Designer which is properly certified, seeking an adjustment in Compensation and payment of monies believed to be due, or an extension in the Contract Time, the adjustment or interpretation of the terms of the Contract or any other relief arising under or relating to the Contract.

Commission - The Public Facilities Commission for the City of Boston.

Commissioning Services – The systematic process of assuring by specification, verification and documentation, from the commencement of the design phase to a minimum of one year after construction, that the total building and all facility systems perform interactively in accordance with both the design documentation and the design intent, and in accordance with the Owner's operational needs and requirements, including the preparation of operation personnel.

Compensation - The Compensation, including executed amendments, payable by the City to the Designer as stated in Article 2 of the Agreement.

Completion Time (Also, Time for Completion) - The period of time allowed, including executed amendments, for completion of all phases or a designated phase of the Services.

Construction Contract – The Contract between the City and the Contractor for the construction of the Project.

Construction Cost Estimate - The estimated cost to the City, as defined by the City, of all elements of the Project designed or specified by the Designer.

Consultant - A person having an agreement with the Designer for performing a part of the Services.

Contract Forms - Those itemized in Article 1 of the Contract.

Contractor – The general contractor performing the construction of the Project.

Defective Services - Services that, in the sole discretion of the Official, (a) are, or when completed will be, in error, unsatisfactory, deficient or lacking, (b) are not conforming, or when completed will not conform, to the Contract Forms or any applicable standards of performance indicated in or required by the Contract Forms, and/or (c) do not conform to the Scope of Services.

Deliverables - Any and all documents, work papers and data, whether in printed or electronic media, which are developed, acquired, received, sent or otherwise used by the Designer in the course of performing the Services and which are required for submission to the City during performance or upon completion of the Services. Deliverables may consist of, but are not limited to, (a) study reports, surveys, exploration reports, design sketches, schedules, plans, drawings, outline specifications, diagrams, renderings, models, recommendations, analyses and estimates, Construction Cost Submittals, and (b) Record Documents, daily inspection reports, Specifications, notes, Bidding Documents, Change Order files, Progress Schedules, test results, operating and maintenance manuals and any other work products associated with the construction contract(s) to which the Contract applies.

Designer - The person with whom the City has entered into the Contract and who is named as "the Designer" in the Contract.

Designer's Schedule – The Schedule that shows the Designer's approach to planning, scheduling and execution of the Services.

Exhibits - Attachments to specific Contract Forms that are incorporated into those Contract Forms when referenced.

Hazardous Material – As defined in M.G.L. Chapter 21E, Section 2.

Invoice for Payment - The form used by the Designer in requesting payment, and which shall include all supporting information required by the Contract Forms.

Law, Laws - Laws, including statutes, rules, regulations, resolutions, ordinances, orders, codes or any other legal requirement.

M.G.L. – The General Laws of the Commonwealth of Massachusetts.

Notice of Claim – A clearly marked written notice from the Designer to the Official that states the general nature of the Claim, delivered no later than thirty (30) days after the determination giving rise to the Claim.

Notice to Proceed - A written notice issued by the City to the Designer authorizing the Designer to proceed with the Services or that portion of the Services designated in the notice.

Official - The Director of the Public Facilities Department of the City of Boston, or the Official's authorized representative.

Owner - The City of Boston, a Municipal Corporation in the Commonwealth of Massachusetts, a party to

the Contract, and for whom the Services are to be performed.

Parti – The basic scheme or concept of an architectural design.

Phase, Project Phase - The Schematic Design, Design Development, Construction Documents, and Construction Administration Phases of the Project.

Proceed Date - The date when a Completion Time specified in the Contract Forms starts to run.

Project – The construction project referenced in Article 2 of this Contract.

Qualified Testing Laboratory – A testing laboratory that is licensed by the Commonwealth of Massachusetts or otherwise, that is qualified to perform specific analysis of samples.

Record Drawings – The drawings prepared by the Designer or its Consultants pursuant to this Contract which incorporate the changes made during the construction of the Project, and which incorporate on the marked up prints, As-Built Drawings and other data furnished by the Contractor and its Subcontractors.

Schedule of Values – A schedule prepared by the Contractor and approved by the Awarding Authority that allocates payments to the Contractor to various elements of construction of the Work on the Project.

Services - Those professional services to be undertaken by the Designer necessary for the complete design of the Project and for the performance of those other duties and responsibilities of the Designer indicated in or required in the Contract Forms. The term *Scope of Services* means those Services covered in the Contract Forms.

Standard Specification – The standard construction contract promulgated by the Awarding Authority to be used by Designers under contract to the City.

Utilities - Pipelines, conduits, ducts, wells, cables, tanks, tunnels, distribution and transmission facilities, including related appurtenances, or other similar facilities, installed by public utilities to furnish: water, electricity, gases, steam, petroleum products, telephone, communications, cable TV, sewerage and drainage removal, traffic, or control systems.

Work - The entire completed construction, or its various separable parts, to which the Contract between the City and the Designer applies, and for which the Services will be performed.

ARTICLE 3.2 INTERPRETATIONS

3.2.1 Use of the term "the Designer" related to an action, obligation or event, shall cover, even if not stated, actions, obligations, or events involving, any Consultant or anyone for whom the Designer or any such Consultant may be liable.

3.2.2 Whenever a provision obligates the Designer to reimburse the City for certain expenses, the City will be entitled to withhold a set-off against any amount included in an Invoice for payment.

3.2.3 A provision requiring the Designer to defend, indemnify and hold harmless the City and the Official, shall include the City's agencies and departments involved in the Services or the construction to which the Services apply, as appropriate. The Designer shall not be required to indemnify the City against liability for loss or damage resulting from the sole negligence of the City.

3.2.4 The terms "Commonwealth", "State" or "this State" mean the Commonwealth of Massachusetts, including any agency, department, unit or other instrumentality of the State. Non-capitalized references to a state means a reference to a state other than the State, unless the context requires otherwise.

3.2.5 The term "day" means a calendar day.

3.2.6 The term "person" includes individuals, partnerships, corporations, receivers, trustees, joint ventures, and any combinations of any of them.

3.2.7 The term "registered mail" includes certified mail with return receipt requested.

3.2.8 Any period of time in days will be computed to exclude the first and include the last day. If the last day falls on a non-Business Day, it shall be omitted from the computation.

3.2.9 Each Article in these General Conditions contains sub-articles, numbered as this sub-article 3.2 is numbered; parts, numbered as this part 3.2.9. is numbered; and sub-parts - all of which are considered "paragraphs". A reference to a paragraph means a reference to the entire sub-article, part, or sub-part, or any combination of them.

3.2.10 Any reference to any Article or a paragraph in these General Conditions means a reference to an Article or paragraph in this Contract Form, unless the reference to the Article or paragraph specifically names another Contract Form.

3.2.11 If the context of any provision so requires, the singular number includes the plural number and *vice-versa*, and the use of any gender includes any other and all genders.

3.2.12 Omitting modifiers "all" and "any" or articles "the" and "an" from, or inserting them into, a statement shall not in any way affect the meaning or interpretation of that statement.

ARTICLE 3.3 TERMS USED IN BIDDING DOCUMENTS

3.3.1 The following terms used in the Contract Forms, relate to the construction Bidding Documents to which the contract between the City and Designer apply, and have the following intent and meanings unless the context requires otherwise:

Addenda - Written instruments issued prior to Bid opening modifying the Bidding Documents by additions, deletions, interpretations or clarifications, corrections, or other revisions.

Advertisement - The public notice of the City's intention to receive Bids and contract for the Work.

Bid - The written proposal of the Bidder for the Work as specified, on the forms furnished with the Bidding Documents.

Bidder - The person acting directly or through an authorized representative, who submits a Bid directly to the Owner.

Bidding Documents - The proposed Contract Documents including but not limited to Drawings and Specifications for the proposed contract between the City and Contractor, as prepared by the Designer under this Contract and as made available to prospective Bidders and others, including all Addenda issued prior to the corresponding Bid opening.

Contractor - The Bidder awarded the contract for the Work under the Bidding Documents prepared by the Designer.

Division - Each of the parts (starting with Division 00) into which the Specifications are divided. The number of Divisions may be modified as the Designer and the City may determine.

Drawings - Part of the Bidding Documents depicting the Work.

Shop Drawings - Includes drawings, diagrams, illustrations, standard schedules, performance charts, instructions and other data prepared by or for the Contractor to illustrate some part of the Work, or by a Supplier and submitted by the Contractor to illustrate items of material or equipment.

Specifications - Parts of the Bidding Documents organized into Divisions. The term "technical Specifications" refers to those Divisions of the *Specifications* consisting of technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Submittals - Includes Shop Drawings, brochures samples, and all those other documents required for submission by the Contractor. The term "technical Submittal" includes Shop Drawings, samples, test procedures, and those other Submittals required by the Contractor for submission by the Contractor to demonstrate how the Contractor intends to conform to the design concept of the Project and the related information given in the Contract Documents.

Substantial Completion – The finishing of the Services or designated part of such Services, in accordance with the terms and conditions of the corresponding construction contract, to the extent that either the Work has been completed, except for work items representing less than one percent (1%) of the adjusted Contract Price, or completed and opened to public use except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the work required by the construction Contract.

3.3.2 Other terms used in these General Conditions, or in the other Contract Forms, relating to the construction to which the Contract between the City and Designer apply, but which are not defined in Paragraph 3.3.1, have the intent and meanings assigned to them in the City's Division 00 and 01 Standard Specifications for the Construction Contract, revised 2006.

3.3.3 Words that have a well-known technical or trade meaning used to describe any Services shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, whether specifically or by implication, shall mean those in effect at the time of receipt of a corresponding Notice to Proceed from the City, except as may be otherwise specifically stated.

ARTICLE 3.4 RIGHTS TO DELIVERABLES

3.4.1 All Deliverables shall become and remain the property of the City through a paid-up license, as provided in paragraph 3.4.2, when the City has paid the Designer in full for the phase of the Services during which the Deliverables were produced, to the extent that completion of that phase of the Services has then been accomplished. The design itself, and all associated elements will remain the property of the Designer.

3.4.2 By executing the Agreement, the Designer grants the City a permanent, irrevocable, non-exclusive, paid-up license under any and all copyrights or copyright applications owned, controlled, or under which the Designer has the right to grant such license to use, duplicate, disclose and distribute any Deliverables submitted as required in the Contract Forms.

3.4.3 In the case of future reuse of any Deliverables on another project, the City reserves the right to negotiate with the Designer for the acceptance of any professional liability.

3.4.4 In no event shall the Designer utilize any of the Deliverables of any description produced under this Contract in any architectural, design, and/or engineering competition or award of any nature whatsoever, or for any other purpose, without first obtaining written approval from the Official.

ARTICLE 3.5 THE CITY - GENERAL PROVISIONS

3.5.1 Information and Services Furnished by the City:

3.5.1.1 The Contract Forms indicate those lands, properties and facilities upon which the Work to which the Contract applies is to be performed. The City will arrange for access and make appropriate provisions for the Designer to enter those lands, properties or facilities as required to perform the Services.

3.5.1.2 The data furnished by the City as part of the City's obligations under the Contract provides information and itemizes such information as, but not limited to: related reports; drawings; records; data; information regarding requirements for the Project, including (a) design objectives and constraints; space; capacity and performance requirements; flexibility and expandability; special equipment; systems and site requirements; and (b) schedule constraints and Project-related budgetary information.

3.5.1.3 If available, the City shall furnish to the Designer topographical surveys, environmental assessment and impact statements, drawings, subsurface investigation reports, laboratory tests, inspections and photographs describing existing physical characteristics of the Site and legal information for the Site, as it is applicable to those elements of the Project to be designed by the Designer. The topographical surveys shall cover the immediate surroundings, easements, boundaries and contours of the Site, including, but not limited to information on existing facilities and all utilities. Legal information may include property descriptions, deed and other land use restrictions. Subsurface reports shall include data from any borings, test pits and any chemical, mechanical or other tests. All items and data provided to the Designer by the Awarding Authority shall remain the property of the Awarding Authority, and may only be used by the Designer for the purposes of this Contract. The Awarding Authority does not guarantee nor does it make any express or implied warranties concerning the accuracy of any such information furnished to the Designer.

3.5.1.4 If available, the City shall furnish structural, mechanical, chemical, air and water pollution tests, or tests for hazardous materials and other laboratory and environmental tests, inspections and reports required by Law or the terms and conditions of the construction contract(s) to which the Services apply when such services are necessary for the orderly prosecution and completion of the Project in the opinion of the Official and are so requested by the Designer.

3.5.1.5 If necessary, in the opinion of the Official in his sole discretion, the City shall furnish legal, accounting, independent cost estimating, insurance counseling and other consulting services when such services are deemed necessary for the orderly prosecution and completion of the Project.

3.5.1.6 If the City furnishes those surveys, reports, drawings, legal information, tests, permits and approvals and professional services, described in this paragraph, they shall be furnished by the City to the Designer without any charges whatsoever. If this information or these services are not to be provided by the City, the City may request the Designer to provide them, and will in such case reimburse the Designer in accordance with the provisions of Article 3.13 or Article 9.

3.5.2 Coordination and Cooperation:

3.5.2.1 The City will cooperate with the Designer at all times during the term of the Contract. The City shall, in accordance with the Designer's Schedule, make determinations and provide additional information, review comments and furnish other input deemed necessary by the Designer for the orderly prosecution of the Services. The City will coordinate activities of the Designer with those of personnel from City agencies or departments and other Designers or engineers; however, coordination with City regulatory agencies remains solely the responsibility of the Designer.

3.5.2.2 If the City retains another person for the Project not in the employ of the Designer, the duties, responsibilities and limitations of authority of that person will be designated in the Contract Forms, as appropriate.

3.5.3 Determinations by the Official:

3.5.3.1 The Official will be the initial interpreter of the requirements of the Contract Forms and in such capacity will render determinations as to the acceptability of Services performed by the Designer. Unless otherwise provided in the Contract Forms, notices, proposals or other matters relating to the acceptability of the Services or the interpretation of the requirements of the Contract Forms shall be referred initially to the Official in writing with a request for a written decision, which the Official will render within a reasonable time. Once given, the Official's determination shall be final and binding on

the Designer unless he delivers to the Official a written Notice of Claim within thirty (30) days after receipt of such determination, in which case the provisions of Article 3.17 shall apply.

3.5.3.2 When functioning as interpreter and making determinations, the Official will not be liable for any interpretation or determination rendered in good faith. The rendering of an interpretation or other determination by the Official about any notice, request or other matter will be a requisite to the exercise by the Designer of any rights or remedies the Designer may otherwise have under the Contract Forms or by Law concerning any Claim, dispute or other similar matter.

3.5.4 Reviews and the Right to Stop the Services:

3.5.4.1 The City shall have the right at any time, and at its sole discretion, to submit for review, any or all parts of the Services performed by the Designer, to consulting Designers, engineers or other specialists engaged by the City for that purpose. The Designer shall cooperate fully in such review at the Official's request.

3.5.4.2 If Defective Services, in the Official's sole discretion, impair the viability of the Project, the Official may order the Designer to stop the Services, or any portion of the Services in question, until the cause for the order has been eliminated. The Designer shall not be entitled to any increase in Compensation or Completion Time resulting from any such order to stop all or a portion of the Services.

3.5.4.3 Any comments provided by the City to the Designer about the Designer's performance or any Deliverables, or order to stop the Services, or any portion of the Services in question, shall not reduce or eliminate the Designer's liability or responsibility to comply with the Contract Forms.

3.5.4.4 The City's approval, acceptance of, or payment for, any of the Services furnished by the Designer shall not constitute a waiver of any rights under this Contract, nor in any way relieve the Designer from its responsibility for the professional and technical accuracy and coordination of all work furnished by the Designer and its Consultants.

ARTICLE 3.6 THE DESIGNER - GENERAL PROVISIONS

3.6.1 Acceptance of Responsibility and Budget for the Services:

3.6.1.1 The Designer agrees to accept the City's Program and budget for the Project and shall perform the Services within the intent of the Program and established budget. Should the Designer determine that the Services cannot be performed within the established budget, the Designer shall immediately notify the Official, in writing, so that the Project scope and/or Project budget can be reviewed and modified as necessary.

3.6.1.2 It is the responsibility of the Designer to notify the Official in writing in a timely basis of any information or requirements provided by the City which the Designer, in the Designer's judgment, believes to be inappropriate for the Project.

3.6.1.3 The Designer shall be responsible for the professional and technical accuracy, the suitability for their intended purpose and the coordination of all Deliverables. The Designer shall demonstrate the implementation of quality assurance procedures, and shall identify individuals responsible for Bid Document review and Cost Estimating.

3.6.1.4 The Designer shall conform to and be bound by standards, criteria, budgetary considerations and memoranda of policy furnished to the Designer by the City.

3.6.2 Designer's Personnel:

3.6.2.1 The Designer's Principal shall at all times be available and meet with the Official as required for the orderly prosecution and completion of the Services.

3.6.2.2 The Project Manager within the Designer's office shall be responsible for all aspects of the Services, and coordinate, control and monitor schedules and performance goals.

3.6.2.3 The Designer shall employ at all times an adequate number of professional and support personnel with requisite expertise to assure the complete and timely performance of the Designer's obligations hereunder.

3.6.2.4 The Designer warrants that all personnel assigned to perform the Services are fully qualified and authorized under State and local Laws and governing professional association rules. Upon the Official's request, the Designer shall supply a resume of each employee it proposes to assign to this Contract, including a summary of professional activities and accomplishments and professional registration and certification.

3.6.2.5 The Official shall have the right to interview and consent to the Designer's assigned supervisory and key personnel. Each employee employed by the Designer in the performance of the Services shall devote the time, attention, skill, knowledge and professional ability necessary to most effectively and efficiently perform the Services in conformance with the highest professional practices in the industry.

3.6.3 Removal and Replacement of Designer's Personnel:

3.6.3.1 The Designer's nominated Project Manager, Project Designer and key and supervisory personnel shall not be removed or replaced without the Official's prior written consent, which shall be obtained at least thirty (30) days in advance of any such action. If the Designer removes or replaces any nominated personnel without the Official's prior written consent, the City may terminate the Services of the Designer for cause.

3.6.3.2 Upon receipt of written notification from the Official, the Designer shall replace any employee within two (2) weeks, including the Project Manager and/or Project Designer, who, in the Official's sole opinion, unsatisfactorily performs the Services, or who is unsatisfactory for the performance of the Services, irrespective of any prior consent by the Official.

3.6.3.3 If the Official objects to any of the Designer's personnel, by reason of being unqualified, disorderly or careless or employed in violation of the terms of this Contract, the Designer shall promptly, if requested in writing by the Official, remove such personnel from City premises and the Contract. The Designer shall defend, indemnify and hold the City harmless from and against all claims, damages, losses and expenses, including but not limited to charges of attorneys, Designers, engineers and others and costs of both defense and appeal, if any, arising from the enforcement of this provision.

3.6.3.4 In all cases in which an employee shall be replaced for any reason, the Designer shall supply an acceptable replacement as soon as possible, and agrees to substitute an equally qualified employee to perform the Services. The Designer will furnish such replacement personnel at no additional cost to the City.

3.6.4 City Inspections:

3.6.4 The Designer shall, at any time during normal business hours, allow representatives of the City to make periodic inspections/visits to the Designer's office or to the Project Site, for the purpose of ascertaining that the Designer is properly performing the Services set forth in the Contract. If, in the course of such inspections/visits, the representatives of the City should note any Defective Services, any such objections shall be reported promptly to the Designer, in writing. The Designer shall promptly remedy and correct any such reported Defective Services within ten (10) days of notification by the Official. This right of the Official to notify the Designer of any deficiencies shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Designer or any other party.

3.6.5 The Designer's Relationship with the City:

3.6.5.1 The Designer is retained solely for the purposes of and to the extent set forth in this Contract. The Designer's relationship to the City during the term of this Contract shall be that of an independent contractor. The Designer shall have no capacity to involve the City in any contract or to incur any liability on the part of the City. The Designer, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Designer shall be considered an employee for the purposes of M.G.L. Chapter 268A, the Conflict of Interest Law. The City shall not be liable for any personal injury to or death of the Designer, its agents or employees.

3.6.5.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Designer to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery or provision of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City.

3.6.5.3 If the Contract Forms provide for reimbursement by the City to the Designer for travel or other expenses, the Designer shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses.

3.6.5.4 The Designer shall furnish such information, estimates or vouchers relating to the Services or to documentation of labor or expenses as may be requested by the Official.

3.6.6 The Designer's Records:

3.6.6.1 The Designer shall maintain books, records, documents, and other evidence directly related to the performance of Services under this Contract in accordance with accepted professional practice and appropriate accounting procedures and practices, and in accordance with all applicable laws including but not limited to M.G.L. Chapter 30, §39R. The Designer shall also maintain the financial information and data used by the Designer in preparation or support of statements requesting payment. All of the documents shall be kept by the Designer for at least six (6) years after the final payment pursuant to this Contract.

3.6.6.2 Until the expiration of six (6) years after final payment, the City and any other legally authorized person shall have the right to examine, audit and copy any books, documents, papers or records of the Designer or of its Consultants that directly pertain to this Contract, and involve transactions relating to the Designer or its Consultants. The Designer will provide proper facilities for such access and inspection.

3.6.7 Consultation, Meetings and Presentations:

3.6.7 Without any increase in compensation, the Designer shall (a) consult with the Official and attend meetings as required by the Official, and such other agencies as the Official may deem essential, at reasonable times during the performance of the Services, when requested to do so by the Official, or, on the Designer's own initiative, upon the Designer's request and Official's approval; and in addition, (b) be available for a maximum of three (3) public presentations, as requested by the Official, until such time as the construction of the Project is completed.

3.6.8 Patent Fees and Royalties:

3.6.8 The Designer shall pay all license fees and royalties and assume all costs incident to the performance of the Services of any invention, design, process, product or device which is the subject of patent rights or copyrights. If a particular item is selected by the Designer for use in the performance of the Services, and its use is subject to patent rights or copyrights calling for the payment of any license fee or royalties, it shall remain the responsibility of the Designer to assume all costs incident to its use. Whenever the Designer is required or elects to use any such item, the right for its use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of

that agreement shall be filed with the Official. However, whether or not that agreement is made or filed as noted, the Designer in all cases shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses including attorney's fees and costs of defense, appeal, or any other legal action or services, if any arising out of any infringement of patent rights or copyrights, and shall defend on the City's behalf all claims for alleged infringement of such rights.

3.6.9 Indemnifications:

3.6.9.1 The Designer shall have the duty to indemnify, defend and hold harmless the City and its officers, employees, agents and representatives, from and against liability for all costs incurred and against all claims and suits for bodily injury, sickness, disease, death or injury to or destruction of tangible property including loss of use, for the acts of the Designer, its Consultants, Sub-Consultants, employees and agents, to the extent that such losses, damages or expenses are caused by the negligent acts, errors or omissions of the Designer or its Consultants, and which claims or suits arise out of, relate to or are in any way connected with: (a) the performance or failure to perform the professional Services, (b) failure of the Designer to provide a safe workplace, (c) non-compliance with the Law by the Designer or any Consultant, or (d) failure of the Designer to maintain the policies of insurance required by the Contract Forms.

3.6.9.2 In any and all claims against the City by any employee of the Designer, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Designer or any Consultant under workers' compensation, disability benefit or other employee benefit acts.

3.6.9.3 The Designer shall defend, indemnify and hold harmless the City from and against all claims that the City may incur with respect to the failure, neglect or refusal of the Designer to faithfully perform the Services and other obligations under the Contract. If the City incurs costs related to any claim covered by this provision, the Designer shall reimburse those costs to the City.

3.6.10 Confidential Information:

3.6.10.1 In order that the Designer may effectively fulfill its obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Designer pertaining to the City's past, present and future activities. The Designer shall instruct its personnel to regard all such information as information which is proprietary to the City and not to be disclosed to any organization or individual without the prior consent of the Official, except as required by law or by a court of competent jurisdiction.

3.6.10.2 The Designer shall take appropriate action with its personnel to insure that the obligations of non-use and non-disclosure of confidential information can be fully satisfied.

3.6.11 Prohibition Against the Designer Hiring City Employees:

3.6.11 The Designer shall not, during the term of this Contract, hire or employ on either a full-time or part-time basis any person(s) who are in the direct employ of the City. If the Designer hires or employs person(s) who are in the direct employ of the City, the City may terminate the Services of the Designer for cause.

ARTICLE 3.7 SCOPE OF BASIC SERVICES

3.7.1 Basic Services - General:

3.7.1.1 The Designer shall provide the Basic Services as specified in the Agreement to the full and complete satisfaction of the Official. The Designer shall correct or revise any of its errors, or deficiencies as determined by the Official in its design, specifications, reports or any other part of the

Services, with no increase in Compensation or Time for Completion. In the event that there is any dispute with regard to the extent and/or quality of the Services, or any part, thereof, the interpretation and determination of the Official shall govern. The Designer shall be responsible for the professional and technical accuracy and coordination of all designs, drawings, specifications, cost estimates and other Services and submittals furnished by the Designer.

3.7.1.2 The Designer's Basic Services for the Project include architectural, civil, landscape architectural, structural, plumbing, fire protection, mechanical and electrical engineering services appropriate to the Project for each phase. The Designer shall obtain the written authorization of the Official before proceeding with each Project phase. Nothing in the Contract Forms shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by the Official.

3.7.1.3 All intermediate and end of Phase Submittals described by this Contract shall include the designated criteria and requirements unless otherwise indicated in writing by the Official. Submittals that do not conform to the designated criteria and requirements will be returned to the Designer for compliance and re-submittal. The Designer shall acknowledge in writing that all of the City's previous design review comments have been addressed by the Designer and its Consultants prior to each required Submittal.

3.7.1.4 All components of end of Phase submittals must be submitted at the same time unless otherwise indicated in writing by the Official.

3.7.1.5 All submissions shall remain the property of the City.

3.7.2 Schematic Design Phase:

3.7.2.1 The Designer shall prepare and present to the Official, in graphic form, suggestions and recommendations for the Project. The Designer shall consult with the Official and other agencies as required by the Official during this phase to ascertain the requirements of the City regarding the Project.

3.7.2.2 If a Program has been provided, the Designer's preliminary studies shall meet the requirements of the Program for the Project and any supplemental or mandatory requirements that the Official brings to the Designer's attention.

3.7.2.3 The Designer shall prepare and submit the required Deliverables for the Schematic Design Phase and complete the full scope of Services for this Phase within the Time for Completion as specified in paragraph 2.3 of this Contract. The Designer's scope of Services for the Schematic Design Phase shall consist of the elements and scope as described in Contract Article 5.

3.7.2.4 In connection with the Schematic Design Phase, the Designer shall render full architectural services, including without limitation, pertinent architectural, civil, landscape architectural, structural, plumbing, fire protection, mechanical and electrical engineering services, and any other authorized services.

3.7.2.5 The Designer shall revise the Schematic Design at no increase in Compensation until they are satisfactory to the Official as evidenced by a vote of the Public Facilities Commission approving the Schematic Design unless, pursuant to St. 1966, C. 642, the Commission is not required to approve the same or has delegated such power or functions in which event the Designer shall revise the Schematic Design until satisfactory to the Official as evidenced by the Official's written approval.

3.7.3 Design Development Phase:

3.7.3.1 After receipt of written approval from the Official to proceed with the Design Development Phase, the Designer shall, on the basis of the Schematic Design as approved by the Official, prepare

and submit to the Official the Design Development Deliverables for the Project for review and approval and complete the full scope of Services for this Phase within the time for Completion specified in Contract Article 2.3.

3.7.3.2 The Design Development Deliverables and the Designer's scope of Services under the Design Development Phase shall consist of the elements and scope as described in Contract Article 6. The Designer shall redraw and revise the Design Development Deliverables until they are satisfactory to the Official as evidenced by the Official's approval endorsed thereon in writing, at no increase in Compensation or time for Completion.

3.7.3.3 In connection with the Design Development Phase, the Designer shall render full architectural services, including without limitations, pertinent architectural, civil, landscape architectural, structural, plumbing, fire protection, mechanical and electrical engineering services, and any other authorized services.

3.7.4 Construction Documents Phase:

3.7.4.1 After receipt of written approval from the Official to proceed with the Construction Documents Phase, the Designer shall, upon the basis of the Design Development Deliverables as approved by the Official, prepare and submit Construction Documents to the Official and complete the full scope of Services for this Phase within the time for Completion specified in Contract Article 2.3. The Designer shall ensure that the Construction Documents are prepared in a format approved by the Official, and in accordance with the Construction Specifications Institute (CSI) MasterFormat ©2004 and with the requirements of either M.G.L. Chapter 30 or M.G.L. Chapter 149, §44F broken down by trade/specification, as applicable. The Designer shall revise the Construction Documents until they are satisfactory to the Official as evidenced by the Official's approval endorsed thereon in writing at no increase in Compensation or time for Completion.

3.7.4.2 The Construction Documents and the Designer's scope of Services under this Phase shall consist of the elements and scope as described in Contract Article 7.

3.7.4.3 In connection with the Construction Documents Phase, the Designer shall render full architectural services including, without limitation, pertinent architectural, civil, landscape architectural, structural, plumbing, fire protection, mechanical and electric engineering services, and other authorized services. If the City is required to pre-qualify Bidders by law or if pre-qualification of Bidders is otherwise specified, the Designer shall as an Additional Service, assist the City in the pre-qualification of both General Bidders and Sub-bidders pursuant to the requirements of M.G.L. Chapter 149, §§ 44D½ and 44D¾.

3.7.5 Estimate and Analysis of Construction Cost, Construction Duration and Phasing Requirements:

3.7.5.1 After receipt of written notice from the Official, the Designer shall have prepared for each Phase of the Project: (1) a detailed construction cost estimate and analysis; (2) an estimate of the construction schedule duration; and (3) recommendations regarding the phasing of construction. The Designer shall ensure that each of these elements is prepared in a format approved by the Official, and in accordance with the Construction Specifications Institute (CSI) MasterFormat ©2004 and with the requirements of either M.G.L. Chapter 30 or with M.G.L. Chapter 149, §44F broken down by trade/specification, as applicable.

3.7.5.2 Prior to commencing these tasks, the Designer shall submit, in writing, to the Official the name of the estimator who will perform these tasks. If the Official objects to the nominated estimator, the Official shall inform the Designer in writing upon which the Designer shall be required to nominate a replacement.

3.7.5.3 The Designer shall ensure that the basis for the work products listed in paragraph 3.7.5.1 are the drawings and specifications listed by the Official in the written notice to the Designer. The

Designer shall complete and submit these work products to the Official within the time period specified by the Official.

3.7.6 Code Analysis:

3.7.6 The Designer shall provide a code analysis to the Official for the Schematic Design Phase and a final code analysis for the Construction Documents Phase at the time specified by the Official. These code analyses shall address and cover, as a minimum, egress, fire separations, fire alarm, detection and suppression systems, occupancy, handicapped code and/all special and/or difficult conditions, plumbing fixture calculation, a mechanical engineering approach to the energy code, and any other element of the Project relating to safety. The Designer shall revise these code analyses until they are satisfactory to the Official at no increase in Compensation or Time for Completion. The Designer shall be responsible to consider, account for and meet any and all applicable code requirements as they pertain to the Services.

3.7.7 Assistance with Construction Contract Documents During Bidding

3.7.7.1 Upon the written approval by the Official of the Construction Documents, the Designer shall, without an increase in Compensation assist the Official in the preparation of the Bidding documents and in the advertisement for Bids. The Awarding Authority will reproduce, advertise and distribute the Bid Documents necessary for the procurement of the Construction Contract.

3.7.7.2 If the Official schedules a pre-bid conference, the Designer shall attend and participate in one pre-bid conference at no increase in Compensation.

3.7.7.3 Upon request from the Official, the Designer shall prepare and transmit Addenda to the Official covering answers to requests for interpretations or clarifications; proposals for any other modifications to the Bidding Documents made by the City, prospective Bidders, subcontractors or suppliers; and issues which arose at the pre-bid conference held by the City. The Designer may also prepare and transmit to the Official other written Addenda as deemed advisable by the Designer. Unless otherwise expressly provided in Contract Article 7, the Designer shall participate in the preparation of three (3) separate written Addenda at no increase in Compensation.

3.7.7.4 The Designer shall, without an increase in Compensation, advise the Official in the evaluation of all general and sub-bids; the preparation and filing of all documents required by government authorities with jurisdiction; and other activities determined by the Official as necessary in support of the award of any contract for the Project.

3.7.8 Assistance During the Construction Phase:

3.7.8.1 The Designer shall provide assistance to the Official during the Construction Administration Phase and shall administer the construction contract in accordance with the scope of services provided in Contract Article 8, and the duties and responsibilities of the Designer set forth in the General Conditions, Section 00 70 00 and Supplementary Conditions, Section 00 73 00 of the Bidding Documents. The Designer's responsibility under Contract Article 8 shall commence upon the award of the construction contract and shall continue until final payment on that contract is made by the City. The Designer shall at all times have access to the Work while it is in preparation or in progress.

3.7.8.2 Within fourteen (14) days prior to the start of the Construction Administration Phase Services, the Designer shall submit to the Official the names and qualifications of the Designer's Construction Administration Phase personnel. If the Official objects to any of the Designer's personnel, the Designer shall be so informed in writing and shall provide replacement personnel to the satisfaction of the Official, at no increase in Compensation, within fourteen (14) days after notification.

3.7.8.3 With respect to the Construction Contract covered by this Design Services Contract, the Designer is responsible for making on-site observations at appropriate intervals to observe the quality

of the in progress and the completed Work, and to determine whether such Work is being executed so that the Work, when completed, will be in accordance with the Bidding Documents prepared by the Designer. Based on those on-site observations, the Designer will endeavor to guard the City against Defective Work and will keep the City informed of the progress of the Work.

3.7.8.4 If the Designer provides representatives and/or assistants to assist the Designer with functions at the Site, the representatives and assistants, if any, will be the Designer's agents or employees and under the Designer's supervision. The duties, responsibilities and limits of authority of the Designer's representatives and assistants, if any, will be outlined as specified by the Official.

3.7.8.5 The purpose of making on-site observations and representation by the Designer or by the Designer's representatives and assistants, if any, will be to enable the Designer to better fulfill the duties and responsibilities assigned to and undertaken by the Designer during the Construction Administration Phase.

3.7.8.6 At any point in time during the Project, and within sufficient time so as not to impact either the Designer's Schedule or the Construction Progress Schedule, the Designer shall make a written recommendation to the Official whenever, in the opinion of the Designer, special inspections or testing of any component of the Work is necessary or desirable. The Official will review the recommendation of the Designer, and promptly issue a written approval or denial of the recommendation. The denial of a Designer's recommendation for a special inspection or testing will only be effective when accompanied by the signature of the Deputy Director of the Capital Construction Division as the authorized representative of the Official. In addition, in the sole discretion of the Official, at any time during the Project, the Official may direct the Designer to obtain proposals for special inspections or testing deemed necessary by the Official. Special inspections or testing ordered by the Official may either be in addition to, or in lieu of, special inspections or testing recommended by the Designer. Upon receipt of the written prior approval of the Official, the Designer shall obtain three (3) proposals for the services of Qualified Testing Laboratories and other Special Consultants that are not referenced in Contract Article 2.8 to be used as the basis for selection to perform these services as part of the Designer's Services for the Project. Fee proposals for testing and special inspection services shall be obtained by the Designer and submitted to the Official with the Designer's recommendation for selection before any work is commenced. A detailed description of the proposed scope of services shall be prepared by the Designer and submitted to the Official. The Qualified Testing Laboratory or Special Consultants shall be approved in advance by the Official, and said approval shall not be unreasonably withheld. The Designer, and its Consultants as appropriate, shall approve the procedures involved with such testing, inspection or investigation services. The Designer shall promptly review and comment on the results of all approved Special Inspections and Testing, and shall provide the Official with a written report of the results of the special inspections and testing, including a copy of each report made by the Qualified Testing Laboratory or Special Consultants, in sufficient time to allow for any necessary corrections to be made without impacting on the approved construction progress schedule for the Project. When the services of a Qualified Testing Laboratory or other Special Consultants have been authorized by the Official, the cost for the services of any approved Qualified Testing Laboratory or Special Consultant(s) not listed in Contract Article 2.8 shall be reimbursed as provided in Contract Article 3.15.4 and Contract Article 10.

3.7.8.7 The Designer's duties and responsibilities and limitation of authority shall not be changed without written consent of the Official.

3.7.9 DESIGNER'S RESPONSIBILITY FOR COMMISSIONING SERVICES:

3.7.9.1 Designer's Commissioning Agent:

3.7.9.1.1 Subject to the approval of the Official, the Designer shall assign a Designer's Commissioning Agent (DCA) to oversee the Commissioning Services, and shall list the name of the DCA in Articles 2.8.2 or 2.8.3 of the Contract. All notices and other communications to or from the DCA shall be sent or delivered through the Designer with a copy to the Official.

3.7.9.1.2 The Designer shall require his/her engineering consultants to be responsible for and participate in the commissioning services, as appropriate for the project.

3.7.9.1.3 The DCA must have a technical background and in-depth expertise with the commissioning process including verification techniques, functional performance testing, system equipment and operation and maintenance (O&M) knowledge. In order to be approved by the Official the DCA must at a minimum have significant in-building commissioning experience, including technical and management expertise on projects of similar scope, size and type. Further the DCA shall bring a total building commissioning perspective to the project, be knowledgeable in all applicable systems and codes, as well as Leadership in Energy and Environmental Design (LEED) and energy efficiency imperatives.

3.7.9.2 Commissioning Plan:

3.7.9.2.1 No later than the completion of the Schematic Design Phase, the DCA shall prepare a preliminary Commissioning Plan based on the systems to be commissioned, program and schedule, which shall be continually refined and made more specific during each phase of the design. The Commissioning Plan will describe the commissioning process for the Project and may contain a description of the objectives of the commissioning, a list of participants and their roles and responsibilities, an outline of the management structure, a description of how the plan is to be implemented, the commissioning schedule, a list of systems and components being commissioned and reporting formats. The Commissioning Plan shall be submitted to the Official for review and approval.

3.7.9.3 Design Intent Document:

3.7.9.3.1 The DCA shall prepare a Design Intent Document based on information provided by the Owner. The Design Intent Document will describe the performance criteria for the systems to be commissioned. The performance criteria described in the Design Intent Document shall be quantifiable and measurable through objective testing. The Design Intent Document shall be submitted to the Official for review and approval.

3.7.9.3.2 The DCA shall identify and recommend for approval by the Owner, the systems to be commissioned, and furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, system requirements and relationships, special equipment and site requirements. If after review the recommendations are acceptable, the Official will approve the recommendations submitted by the DCA.

3.7.9.4 Commissioning Specifications:

3.7.9.4.1 The DCA shall specify the commissioning requirements and processes, which may include equipment submittals, operation and maintenance manuals, system readiness tests, and personnel training, as appropriate.

3.7.9.4.2 The DCA shall prepare and provide Commissioning Specifications for inclusion in the Contract Documents, which will define the contractor's responsibilities related to commissioning. The Commissioning Specifications will identify systems to be commissioned and may include detailed checklists, test procedures, required test results and warranty requirements.

3.7.9.4.3 The Commissioning tasks for the contractors will be identified in the commissioning specifications and will include:

- General commissioning requirements common to all systems and assemblies
- Detailed description of the responsibilities of all parties
- Details of the commissioning process (i.e. schedule and sequence of activities)
- Reporting requirements and formats

- Documentation requirements and formats
- Alerts to coordination issues
- Deficiency resolution
- Commissioning meetings
- Submittals
- Operation and Maintenance Manuals
- Construction checklists
- Functional testing process and specific functional test requirements including testing conditions and acceptance criteria
- As-built drawings
- Training
- Other requirements as considered appropriate by the Designer.

3.7.9.4.4 Specifications must clearly indicate the title and name of the individual who will be witnessing and documenting startup of each commissioned system. Specifications must also clearly indicate the title and name of the individual who will be writing, directing, conducting and documenting functional tests. Specifications must further include a requirement for the Contractor to integrate and coordinate all commissioning requirements with the Construction Schedule. The DCA must ensure that commissioning requirements are fully integrated and coordinated into the construction project specifications, drawings and all other Contract documents.

3.7.9.4.5 Written functional test procedures to be carried out by the Contractors for each system/intersystem tests during the construction phase shall be included in the Specifications. Test procedures shall provide the following:

- Required parties for each test, which shall include the appropriate Consultants to the Designer, the Construction Contractor, specific subcontractor(s), the DCA, Operating Personnel, and other personnel as appropriate. The roles of each required party must also be clearly defined.
- Prerequisites for performing each test, including completion of specific systems and assemblies. Prerequisites are of critical importance when undertaking phased construction and/or phased occupancy. The DCA must coordinate tests with the overall construction schedule and the anticipated completion of given systems.
- List of instrumentation, tools and supplies required for the test.
- Step-by-step instructions to exercise the specific systems and assemblies during the test. This includes instructions for configuring the system to begin the test, and the procedure to return the system to normal operation at the conclusion of the test.
- Description of the observations and measurements that must be recorded, and the range of acceptable results.

Where possible and appropriate, established test procedures shall be referenced and used as a guide from which to customize project specific procedures.

3.7.9.4.6 Commissioning Plans should include peak season and shoulder season testing, as appropriate, to allow testing of certain equipment under the most suitable test conditions. The DCA shall include this requirement in the Specifications and require appropriate Contractor personnel to return to the site, as necessary after the project is completed, to resolve performance issues prior to expiration of the construction contract warranty. The DCA shall recommend that the City withhold money for this activity in addition to that usually withheld for warranty items.

3.7.9.4.7 Specific notice shall be included in the Specifications notifying the Contractor that the successful completion of Commissioning is a requirement for the issuance of the Designer's recommendation for final payment to the Contractor by the City.

3.7.9.5 Commissioning Meetings:

3.7.9.5.1 The DCA shall conduct and document commissioning coordination meetings with the Owner, other Consultants to the Designer, and contractors and subcontractors whose systems are included in the Commissioning Specifications. The Designer shall coordinate these meetings with the Project schedule.

3.7.9.6 Review of Documentation During Construction:

3.7.9.6.1 During construction the DCA shall review documentation such as meeting minutes, field reports, minor changes in the Work, Construction Change Directives, and Change Orders related to the systems to be commissioned.

3.7.9.6.2 The DCA shall immediately report to the Owner changes that will prevent the systems from performing as required by the Design Intent Document as well as any scheduling changes that will impact the Contractor's schedule. The Owner may choose to accept the changes, in which case the DCA shall revise the Design Intent Document and the related Commissioning Specifications.

3.7.9.6.3 During construction the DCA shall review and monitor the Contractor's Construction Schedule for integration and coordination with the Commissioning Plan, and immediately notify the Owner of any potential conflicts or adverse schedule impacts.

3.7.9.7 Test Report Review:

3.7.9.7.1 Before the start of Functional Performance Testing, the DCA shall observe a portion of the system readiness tests and shall review the system readiness test reports required by the Contract Documents for the systems to be commissioned. The Designer shall report to the Owner any observed deficiencies for correction prior to the start of Functional Performance Testing.

3.7.9.8 Functional Performance Testing and Documentation:

3.7.9.8.1 The DCA shall direct, observe and document the Functional Performance Tests for each system to be commissioned. The Functional Performance Tests shall follow the procedures included in the Commissioning Specifications. The Designer shall submit Functional Performance Test reports for each system to the Owner for review.

3.7.9.9 Deficiency Correction:

3.7.9.9.1 The DCA shall generate a Corrective Action Report for each deficiency identified during Functional Performance Testing. The Designer shall maintain a log of the Corrective Action Reports. Each deficiency shall be resolved by the appropriate contractor and, after correction of the deficiency, the Designer shall direct, observe, and document re-testing to confirm that the deficiency has been corrected.

3.7.9.10 Operator Training:

3.7.9.10.1 The DCA shall review the Contractors' planning, scheduling, content and documentation for operator training sessions for conformance with the Commissioning Specifications.

3.7.9.10.2 The DCA shall observe the contractors' training and maintain a training log for inclusion into the Final Commissioning Report. The training log will include the attendees' names, training dates, system or equipment on which training was performed, and the name, title and contact information of the trainer.

3.7.9.11 Final Commissioning Report:

3.7.9.11.1 The DCA shall prepare a Final Commissioning Report, containing an Executive Summary, within thirty (30) days after the final completion of construction, including the Commissioning Plan, Design Intent Document, Commissioning Specification, blank Functional Performance Test procedure forms, system readiness tests reports, Functional Performance Test reports, Corrective Action Reports and log, and operator training plans and log. The Final Commissioning Report shall be submitted to the Official for review and approval.

3.7.9.11.2 The Final Commissioning Report shall include recommendations for a facility preventive maintenance plan to ensure that systems are properly maintained and running at peak efficiency. Include a recommended list of spare parts and special tools/equipment required for the first year of building operation.

3.7.9.11.2 The Final Commissioning Report shall also document warranty coverage and warranty claims procedures (both standard warranties and any extended manufacturer's warranties) for all equipment and systems. Include information on any limited manufacturer services available during the warranty period.

3.7.9.12 Post Occupancy and Warranty Phase Review:

3.7.9.12.1 The DCA and the Designer shall inspect each of the commissioned systems no sooner than sixty (60) days prior to, and no later than thirty (30) days prior to, one year after the date of Substantial Completion to review the operations and performance of the commissioned systems, identify any problem areas, and to make appropriate recommendations to the Owner for correction of all issues identified. Immediately following the inspection, the DCA and the Designer shall meet with the Owner and shall simultaneously submit a written Supplemental Final Commissioning Report to the Official at the above referenced meeting with the Owner.

3.7.9.12.1 The Post Occupancy and Warranty Phase review must include both a review of the current operation of all equipment and each system commissioned to identify potential warranty related problems before warranty expiration, as well as an interview with building operating staff to identify their concerns.

3.7.9.12.2 During the Warranty Phase, seasonal testing and other deferred testing shall be completed as required to fully test all sequences of operation. The DCA shall coordinate this activity, report to the Owner in writing, and confirm in writing that any deficiencies discovered have been corrected by the appropriate Contractor.

ARTICLE 3.8 THE DESIGNER'S PERSONNEL AND CONSULTANTS

3.8.1 Nominated Personnel:

3.8.1.1 The parties acknowledge the importance to the project of the City's confidence in the personal services of key members of the Designer's team and the continuity of key members' participation in the Services to be provided under this Contract. This Contract has been entered into, and the City has relied upon the representation that the individuals, firm affiliations, assignments, responsibilities, and office locations as listed in the Agreement will be maintained during the entire term of the Contract.

3.8.1.2 At the request of the Official the Designer shall consult with the Official to resolve any situation in which, in the opinion of the Official, a member of the Designer's team, including without limitation any Consultant or any principal or employee is failing to perform to an adequate professional and technical standard as determined by the Official, in his sole discretion. No act or omission of the City made or permitted under this Article shall relieve the Designer of its sole responsibility for the performance of the Services.

3.8.2 The Designer's Use of Consultants:

3.8.2.1 The Designer shall, before engaging any person, firm or corporation for engineering, estimating or consulting Services under the Contract, notify the Official in writing. If the Official objects to the nominated person, firm or corporation, the Official will notify the Designer in writing, upon receipt of which the Designer shall be required to nominate a replacement.

3.8.2.2 The Designer shall submit to the Official complete and faithful copies of its agreements with Consultants, including all amendments, within five (5) business days of receipt of a written request from the Official.

3.8.2.3 If the Designer considers that Additional Services not included in the scope of Services covered by the Contract are required and determines that additional Consultants are required and appropriate, the Designer shall recommend in writing to the Official the nature and scope of the consulting services required, the requisite qualifications for performance of those Services and the estimated cost of those Services.

3.8.2.4 The Official may rescind prior consent to a consultant if the Consultant is incompetent or otherwise unsatisfactory, and the Designer shall remove such Consultant from the Project. If a Consultant is so removed, the Designer shall provide another Consultant that meets with the approval of the Official.

3.8.3 The Designer's Responsibility:

3.8.3 The Designer shall make reasonable investigations of all Consultants to be utilized in the performance of the Services to ensure that they possess the skill, knowledge and experience qualifying them for the part of the Services to be performed by them in accordance with applicable statutes and regulations. Nothing in this Article shall relieve the Designer of its sole and prime responsibility for the performance of the Services under this Contract, including the coordination, supervision and performance of Services by Consultants.

ARTICLE 3.9 SUBMISSIONS OF DELIVERABLES

3.9.1 Format of Deliverables:

3.9.1.1 The Designer shall submit all Deliverables required under this Contract, including but not limited to drawings, specifications, cost estimates, code analyses, color swatches, samples, fixture cuts, calculations and any other submissions specified by the Official in a format acceptable to the Official.

3.9.1.2 All Deliverables submitted from the Designer to the Official will conform to the instructions of the Official with respect to the format, numbering, labeling and indexing. Architectural drawings shall be stamped and signed on each original document by a Designer registered in the Commonwealth of Massachusetts. Engineering drawings shall in every instance be stamped and signed on each original document by a Professional Engineer licensed in the Commonwealth, in a discipline appropriate to each respective trade.

3.9.1.3 Drawings and specifications to be used in the bidding and the award of the Construction Contract for the Project, including all special instruction to bidders and Supplementary Conditions, shall be prepared by the Designer to the satisfaction of the Official in a form ready for printing and publication.

3.9.2 Submissions:

3.9.2.1 The Designer shall furnish to the Official five (5) bound copies and one (1) unbound reproducible set of all Drawings and Specifications and any other Deliverables, whether intermediate or final submissions, required as part of the scope of Services for each Submission in the Schematic Design Phase and the Design Development Phase, within five (5) business days of the Official's request. The one hundred percent (100%) Construction Bidding Documents Submission shall include

five (5) bound copies and one (1) unbound reproducible "mylar" set of all drawings, and five (5) bound copies and one (1) unbound reproducible set of Specifications and any other Deliverables.

3.9.2.2 The Designer shall provide the Official, along with the final submission of Deliverables for each Project Phase, with three (3) copies of the estimate and analysis of Construction Cost prepared pursuant to paragraph 3.7.5 for each respective Phase.

3.9.2.3 The Designer shall provide the Official, when requested by the Official, along with the final submission of Deliverables for the Schematic Design Phase and the Construction Documents Phase, with three (3) copies of the code analysis prepared pursuant to paragraph 3.7.6 for the respective Phases.

3.9.2.4 The Designer shall provide the Official with two (2) copies of each Deliverable arising out of or resulting from the Designer's activities during the Construction Administration Phase.

3.9.3 Electronic Submissions:

3.9.3.1 In addition to all other submittals called for in this Contract Article 3.9.3 and elsewhere in the Contract Documents, the Designer shall submit two (2) electronic copies for all required submissions of Deliverables called for by this Contract.

3.9.3.2 The electronic submissions shall be provided in a format approved by the Official and all electronic submissions of Drawings shall be provided by the Designer in the most current available CADD release number and version and shall at a minimum contain an electronic table of contents that lists the electronic file name and the corresponding drawing title. CADD files must also list the Public Facilities Department Project Name and Project Number, and shall contain a poly-solid (3d poly-line) feature delineating the interior walls of all spaces.

3.9.3.2.1 All other documents shall be provided on Microsoft Word, Excel, Project, or PowerPoint, as applicable to the particular Submittal.

3.9.3.2.2 All submissions shall be labeled identifying; PFD project name and PFD project number, file name, drawing title, software & release, and layer identification.

3.9.3.2.3 The Official reserves the right to require the Designer to provide all electronic submissions on other electronic media as may be required at any time due to technology upgrades and/or changes to the electronic systems used by the City.

3.9.3.3 All Deliverables, including but not limited to the electronic submissions, shall be due at the times specified elsewhere in this Contract.

3.9.3.4 The Designer's compliance with the terms of this section shall be performed as part of the Basic Services under the Contract, and the Designer shall not receive any additional compensation for providing the electronic submittals including but not limited to conversions or copies of software as required by the Official as specified herein.

ARTICLE 3.10 LEGAL REQUIREMENTS AND INSURANCE

3.10.1 Compliance With Laws and Codes and Regulations:

3.10.1.1 The Designer shall, and shall require their Consultants and its personnel, to become familiar with and to comply with all applicable Federal, State and City Laws, and the Designer shall keep himself fully informed of all City Ordinances and Regulations and any other Laws which in any manner affect the Services, including but not limited to all security regulations in effect from time to time on the City's premises.

3.10.1.2 The Designer shall at all times observe and comply with applicable Laws, and the Designer shall defend and indemnify the City, its officers, agents and employees, against any claim or liability arising from or based on the violations of any applicable Laws or caused by the negligent actions of the Designer, the Designer's agents or employees. The City shall not be responsible for monitoring the Designer's compliance with any Laws.

3.10.1.3 The Deliverables required as part of the scope of Services for the Schematic Design, Design Development and Construction Documents Phases and produced and submitted by the Designer shall comply with all applicable Laws, including, but not limited to all, Federal, State, City and any other applicable local Laws and code requirements.

3.10.1.4 If requested by the Official, the Designer shall submit an Affidavit of Code Compliance duly executed by the Designer and any applicable Consultant, within five (5) business days of the Official's request.

3.10.1.5 The Deliverables required as part of the scope of Services for the Schematic Design, Design Development and Construction Documents Phases and produced and submitted by the Designer shall conform to all provisions and to such other regulations as the Official may, in writing, prescribe, such as the design review requirements of any institutions or public agencies to which the City intends to apply for grants, loans or other aid for the Project provided that, in the latter case, the Official shall notify the Designer in writing as to each such agency the City intends to apply.

3.10.1.6 If the Designer fails to raise any questions concerning any Law, including but not limited to code requirements, the Designer will be deemed to have understood that Law.

3.10.1.7 The Designer shall commit no trespass on any public or private property in performing any of the Services under this Contract.

3.10.1.8 No increase in Compensation or Time for Completion will be made for the Designer's achieving compliance or conformance with the requirements of this paragraph.

3.10.2 Permits and Licenses:

3.10.2.1 The Designer shall provide the City with a list of all permits required for the Project, including all Change Order Work identified during the Construction Administration Phase, and shall assist the City in obtaining all permits and licenses required for the prosecution of the Schematic Design, Design Development and Construction Documents Phases and in obtaining those permits and licenses required for the Construction Administration Phase for which the City is responsible under applicable Laws or which the City otherwise elects to obtain.

3.10.2.2 If the Designer observes that the requirements of the Project are at variance with those of any permits, licenses or Laws, the Designer shall give the Official prompt written notice. If the Designer performs any Services knowing or having reason to know that it is contrary to any, permits, licenses or Laws, the Designer shall bear responsibility for modifying the Deliverables at no increase in Compensation or Time for Completion.

3.10.3 Hazardous Materials Removal:

3.10.3.1 If the Services of the Designer involve the investigation of existing hazardous materials, the drafting of specifications or other contract documents in connection with the removal of hazardous materials, those services shall be performed by a separate Consultant engaged by the Designer with the approval of the Official, under a written agreement between the Designer and that Consultant.

3.10.3.2 In the event that the Designer's liability insurance excludes coverage of such Services by the Designer, the City agrees to look directly to the Consultant, and not to the Designer, for all claims and liability arising out of the services performed by that Consultant. The Designer shall require that its consultant carry a liability insurance policy consistent with section 3.10 of this agreement, naming

the City as a named insured. The Designer shall, at the request of the City, assign to the City all of the Designer's rights under its agreement with the Consultant. That agreement shall specifically permit such assignment, and shall provide for its enforcement by the City as assignee.

3.10.4 The Designer's Insurance - General:

3.10.4.1 The insurance the Designer is required to purchase and maintain at its expense shall include the coverage specified in this Article and the Supplementary Conditions, Contract Article 4, and be written for not less than the limits of coverage required in the Contract. Insurance shall only be provided by insurers authorized to transact business in the Commonwealth, and unless otherwise designated in Contract Article 4, having at least an "A-" Best's Rating and Class VIII financial size category in accordance with the most current A.M. Best Company ratings. Deductible amounts shall be reduced or eliminated upon the Owner's written request. The insurer's costs of providing the insured(s) a defense and appeal, including attorney's fees, may be included within the limits of the stated coverage. Prior to the award of the Contract, the Designer shall submit signed Certificates of Insurance acceptable to the Official that indicate proof of the required insurance.

3.10.4.2 The Designer shall not commence or continue to perform any Services unless he/she has all required insurance in full force and effect.

3.10.4.3 The Designer shall insert provisions containing the insurance requirements of the Contract Forms in all agreements between the Designer and Consultants, altering the provisions only as needed to properly identify the contracting parties. Each Consultant's insurance shall be maintained during the period when that Consultant is providing Services.

3.10.4.4 All the policies of insurance obtained to comply with these requirements shall be endorsed to provide that the coverage afforded will not be cancelled, adversely changed or renewal refused until the expiration of at least thirty (30) days prior written notice to the City by registered mail. Should any coverage near expiration in the period when it is in full force and effect, it shall be renewed prior to its expiration, and a certificate filed with the City at least fifteen (15) days prior to expiration.

3.10.4.5 If any of the insurers is declared bankrupt or placed into receivership, ceases to meet the requirements of the Contract Forms, or its license to do business in the Commonwealth is terminated, the Designer shall immediately substitute other insurers/policies, which shall conform in all respects to the requirements of the Contract Forms.

3.10.5 The Designer's Insurance - Liability:

3.10.5.1 The Designer shall purchase and maintain commercial general liability, professional liability and commercial automobile liability appropriate for the Services and which will provide protection from claims itemized below which may arise out of or result from the Designer's performance of the Services and the Designer's other obligations under the Contract Forms, whether the Services and other obligations be performed or furnished by the Designer or any Consultant, to wit:

3.10.5.1.1 Claims for damages because of negligent errors, omissions or negligent acts rising out of or resulting from the performance of Services by the Designer, or any person or business entity for whose performance the Designer is legally responsible arising out of performance under this Contract;

3.10.5.1.2 Claims under workers' compensation, disability benefits, and other applicable similar employee benefits Laws; claims for damages because of bodily injury, occupational sickness or disease, or death of the Designer's employees;

3.10.5.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Designer's employees; claims for damages insured by personal injury

liability coverage sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Designer, or (b) by any other person for any other reason; claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting from any such injury or destruction;

3.10.5.1.4 Claims for damages because of bodily injury or death of any person, or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned, hired or non-owned motor vehicle used in the Work, including employee non-ownership use.

Pursuant to the requirements of Article 3.10.5, the minimum required limits of coverage are as follows.

Estimated Construction Cost	Umbrella/ Excess	Professional Liability/ or Arch./Engrs. E&O (see paragraph 3.10.5.5)
less than \$1 million	not required	\$1 million
\$1 million to \$5 million	\$2 million	\$2 million
\$5,000,001 million to \$10 million	\$3 million	\$3 million
\$10,000,001 million to \$15 million	\$5 million	\$5 million
\$15,000,001 million to \$20,000,000 million	\$8 million	\$8 million
\$20,000,001 million or more	to be determined by the City	to be determined by the City

Commercial General Liability: \$1,000,000 General Aggregate **per Project**
(the boxes labeled "Occur," and "Project" must be checked)

Each Occurrence: \$1,000,000

Damage To Rented Premises: \$100,000 (Each Occurrence)

MED EXP (any one person): \$5,000

Personal & ADV Injury: \$1,000,000

General Aggregate: \$1,000,000

Products – COMP/OP AGG: \$1,000,000

Automobile Liability: \$1,000,000 Combined Single Limit

Worker's Compensation: Statutory Limits

Employer's Liability:	\$1,000,000 (E.L. Each Accident, Disease, Policy Limit)
Pollution/Environmental:	\$ to be determined by the City for each Project

For Projects with an Estimated Construction Cost in excess of Twenty Million Dollars, the minimum required limits of coverage will be determined on a project-by-project basis. The minimum coverage types and limits will be included in Article 4, Supplementary Terms and Conditions.

3.10.5.2 The Designer's commercial general liability insurance shall include contractual liability coverage sufficient to cover the Designer's indemnification obligations under the Contract Forms. The Designer agrees to pay on behalf of the City, and to provide and pay a defense for, all claims covered by the Designer's obligations under the indemnification provisions.

3.10.5.3 The Designer's general and automobile liability insurance shall be endorsed to include the City, the Official and any of the City's agents or employees as additional insureds. The general and automobile liability insurance afforded to the City and those other parties shall be primary insurance, and neither the coverage nor the limits provided under the Designer's policies shall be reduced or prorated by the existence of any other insurance applicable to any loss the City or those other parties may have sustained.

3.10.5.4 All of the Designer's liability insurance policies shall remain in effect throughout the term of this Contract. The completed products and operations insurance and the professional liability insurance shall be maintained by the Designer and its Consultants for a period of six (6) years after the earlier of (1) the official acceptance of the Project by the City; (2) the opening of the Project to public use; (3) the acceptance by the general contractor of the final estimate prepared by the City pursuant to the requirements of M.G.L. Chapter 30, §39G; (4) substantial completion of the Project and the taking possession for occupancy by the City. Evidence of such insurance shall be furnished to the City yearly.

3.10.5.5 These requirements shall not be construed to limit the liability of the Designer or the Designer's insurers. The City does not represent that the specified coverage or limits of insurance are sufficient to protect the Designer's interests or liabilities.

3.10.6 Non-discrimination:

3.10.6 The Designer agrees and shall require any Consultant to agree, not to discriminate in the performance of the Services against any employee or applicant for employment because of gender, race, religion, national origin or age. The Designer agrees and shall require its Consultants to agree to post notices from the Massachusetts Commission Against Discrimination in conspicuous places, setting forth provisions of the Fair Employment Practices Law of the Commonwealth.

3.10.7 Conflict of Interest Law:

3.10.7 The Designer's attention is called M.G.L. Chapter 268A, the Conflict of Interest Law. The Designer shall not act in collusion with any City officer, agent, employee or any other party, nor shall the Designer make gifts regarding this Contract, or any other matter in which the City has a direct and substantial interest.

3.10.8 Assumption of Loss and Liability:

3.10.8.1 The Designer shall pay and be exclusively responsible for any expense incurred on account of the Services to be performed under this Contract.

3.10.8.2 The Designer shall bear all loss resulting from any cause before performance of the Services is completed, and after performance of the Services, if the Services or the work products fail to comply with the requirements of the Contract Documents.

3.10.8.3 If damages, other than loss due to Defective Services or on Services not performed, are actually sustained by the Designer due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of damages sustained by the Designer as determined by the Official in writing, provided that the Designer has submitted a Notice of Claim to the Official within thirty (30) days after the act or material omission by the City.

ARTICLE 3.11 PERFORMANCE, SUSPENSION, DELAY, INTERRUPTION OF SERVICES

3.11.1 Timely Performance:

3.11.1.1 The Designer shall commence performance of the Services promptly upon the execution of the Contract by the City, and shall perform Services in accordance with the Contract Forms and the City's instructions to ensure efficient and expeditious completion of the Services.

3.11.1.2 The Designer agrees that no other work in its office, including other contracts with the City, will be permitted to interfere with the Services so as to achieve timely performance.

3.11.1.3 The Designer shall perform the Services in such manner and at such times so that the City and/or any other Designer or consultant who has other services to perform, or contracts to execute, can do so without reasonable delay.

3.11.1.4 The Designer shall, in a timely basis, conform to all determinations and directions of the Official concerning issues arising out of or relating to the performance of the Services.

3.11.2 Schedule Submittals:

3.11.2.1 In fulfillment of the Designer's obligations to commence, perform and complete the Services within the Time for Completion specified in the Contract, the Designer shall submit the Designer's Schedule to the Official within ten (10) days after receipt of any Notice to Proceed from the Official.

3.11.2.2 The Designer shall keep the Official informed of the progress of the Services by means of monthly Submittals of the Designer's Schedule which must be acceptable to the Official. The Official's written approval will be required prior to any changes in the milestone dates of the Designer's Schedule. Those Submittals shall be consistent with the Designers' approach to the Services, and be employed when reporting progress and applying for partial payments.

3.11.3 Suspension, Delay or Interruption of the Services

3.11.3.1 Without invalidating the Agreement, the City may at any time order the Designer in writing to suspend, delay or interrupt all or any part of the Services for such a period of time as the Official may deem appropriate for the City's convenience. If performance of the Services is suspended or extended for more than thirty (30) consecutive days, the Compensation shall be adjusted to cover any additional expenses arising out of or resulting from the suspension or extension.

3.11.3.2 The Designer shall submit a proposal or Claim under this provision to the Official in writing within thirty (30) days after the end of the suspension, delay or interruption, and in any event no later than the date of final payment under this Contract.

3.11.3.3 Except as provided in this paragraph, no order, act or failure to act of the City shall represent a suspension, delay, or interruption, which justifies an increase in Compensation or Time for Completion.

ARTICLE 3.12 DESIGNER'S REPRESENTATION; REMEDIES FOR DEFECTIVE SERVICES

3.12.1 Designer's Representation:

3.12.1 The Designer represents that the Drawings and detailed technical Specifications prepared by the Designer under the Construction Documents Phase and provided to the Contractor awarded the Contract for construction shall be adequate and sufficient for the proper construction of the Project and their intended purpose.

3.12.2 Acceptance or Rejection of Services:

3.12.2.1 The City shall have a reasonable opportunity to inspect all Services performed by the Designer and the Deliverables of the Designer and to accept or reject such Services or Deliverables.

3.12.2.2 The Designer shall provide all professional Services required by the City in defending all claims against the City which relate in any way to alleged errors, omissions or negligence of the Designer, or to the alleged failure to supervise the performance of the Services by the Designer, arising out of this Contract and with no increase in Compensation.

3.12.3 Remedies of the City:

3.12.3.1 Without prejudice to any other remedies that the City may have, if the Designer performs services that are in error, unsatisfactory, deficient or lacking and that either do not conform to: the Scope of Services; the Contract Forms; the approved Designer's schedule; any applicable standards of performance required by the Contract Forms, or if the Designer performs services which when completed will not conform to the Scope of Services or the Contract Forms or to said standards of performance, or to the determinations and directions of the Official ("Defective Services"), then in the Official's sole discretion, he may order the Designer to stop the Defective Services, or any portion in question, until the cause for the order has been eliminated.

3.12.3.2 If the Designer performs Defective Services which are not to the satisfaction of the Official or in conformance with the Contract, without prejudice to any other remedies that the City may have, the Official may require either that the Designer re-perform those Defective Services at no additional cost to the City, or the Official may require that the City purchase services in substitution for those due from the Designer. The City may deduct the cost incurred for the substitute services necessary to perform the Defective Services from the compensation due or to become due to the Designer, together with any incidental or consequential damages.

3.12.3.3 If the Designer fails to satisfactorily commence, prosecute and complete the Services, or any separable part, within the corresponding Contract Time and within the Designer's approved schedule, or fails to perform the Services or any separable part, with the diligence required for completion within the corresponding Contract Time, then Designer and its Consultants shall have the responsibility to demonstrate to the satisfaction of the Official how they will recover the resulting delay in the approved Designer's Schedule. Without prejudice to any other remedies that the City may have, the Designer shall assume full responsibility for such delays, and shall bear all resulting costs and delays resulting from performance that is not in accordance with the provisions of the Contract Forms.

3.12.3.4 Failure of the Designer and its Consultants to satisfactorily perform or furnish, without error or omission and in a timely manner, the whole or part of any of the Services or Deliverables in accordance with the requirements of the Contract Forms will constitute a Defective Service. If after seven (7) days prior written notice of Defective Services the Designer fails to satisfactorily perform the Services under the Contract or fails to provide adequate written assurances to the City of due performance, the City shall declare the Designer in default.

3.12.3.5 Defective Services provided by the Designer may result in any or all of the following actions by the City, including but not limited to: being reflected in the post-project evaluation of the Designer by the City; being reflected in future ratings of the Designer for other City projects; withholding of future payments to the Designer under this Contract; termination of the Contract in whole or in part under the provisions of Article 3.16.

3.12.3.6 If the damages sustained by the City as determined by the Official exceed payments due or to become due, the Designer shall pay the difference to the City upon demand.

3.12.3.7 The remedies in paragraph 3.12 are in addition to those provided in Contract Article 3.16.

3.12.3.8 The Designer shall not be liable for any damages sustained by the City due to the Designer's failure to perform the Services if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental action or order, provided that the Designer has notified the Official in writing of such cause within fourteen (14) days after its occurrence.

ARTICLE 3.13 CHANGES IN THE SERVICES

3.13.1 Contract Amendments and Changes in the Services:

3.13.1.1 Without invalidating the Agreement, the City may at any time, by written Amendment executed by the City, order additions, deletions or other revisions in the scope of the Services, or directing acceleration of the Services involved based on the conditions stated and those other applicable provisions of the Contract Forms.

3.13.1.2 No (a) written or oral order or directive from the Official including statement or conduct, instruction, interpretation, determination, or approval, or (b) Project-related information, survey of site conditions, subsurface investigation and reports or tests furnished to the Designer pursuant to the requirements of the Contract Forms, that causes a change shall be treated as a change in the Services, unless the Designer gives written notice to the Official within thirty (30) days detailing the circumstances and the scope and character of the Services involved.

3.13.1.3 If after evaluation of any Designer's written notice under Paragraph 3.13.1.2, the Official concludes that a change in the Services has been ordered, the Official shall amend the Contract to provide for the changes. If the Official, on the other hand, concludes that a change has not been ordered, the Official's determination shall be final and binding on the Designer unless the Designer delivers to the Official written notice of a claim within thirty (30) days from receipt of that decision.

3.13.1.4 Except as provided in this Paragraph, no written or oral order or directive from the Official, shall be treated as a change in the Services or entitle the Designer to an increase in Compensation or Time for Completion on account of a change.

3.13.1.5 Adjustments in Compensation or Time for Completion made necessary by changes in the Services ordered or negotiated under this Article shall be based on changes in the Designer's cost or time required to perform the Services as specified in paragraph 3.13.4.

3.13.1.6 No proposal or Claim by the Designer for an adjustment on account of changes under paragraph 3.13.1.2 shall be allowed for any costs or delay incurred more than thirty (30) days before the Designer gives written notice as required.

3.13.1.7 No proposal or Claim by the Designer on account of changes in the Services for a Contract Phase shall be allowed if made after the City has made final payment on that Phase of the Contract.

3.13.2 Contract Amendments:

3.13.2.1 An Amendment executed by the City and also signed by the Designer and filed with the City Auditor provides for an all inclusive settlement for all changes and for all direct, supplemental, indirect, consequential and cumulative costs and delays, and the Designer's signature represents a

waiver of any and all rights to file a claim on account of that Amendment, the Services or the Work involved in that Amendment.

3.13.2.2 An Amendment executed by the City, signed by the Designer with a notice of reservation of rights to claim additional adjustments, and filed with the City Auditor shall become final and binding on the Designer, without consideration of the Designer's reservation of rights, unless the Designer delivers to the Official a written Notice of Claim within thirty (30) days after receipt of that Amendment.

3.13.2.3 Amounts of Services involved in an Amendment that has been executed by the City and the Designer are allowable for inclusion in applications for payment. If a proposal or Claim from the Designer provides the basis for subsequent changes in Compensation or Time for Completion, the amounts for Services involved in that proposal or Claim shall not be allowable for payment until that proposal or Claim has been incorporated into an Amendment signed by the Official and filed with the City Auditor.

3.13.3 Changes in Compensation or Time for Completion:

3.13.3 Compensation and Time for Completion shall be changed only by an Amendment signed by the City. The basis for a subsequent change in Compensation or Time for Completion can only be authorized by an Amendment signed by the Official.

3.13.4 Designer's Proposals Substantiating Adjustments:

3.13.4.1 Designer proposals shall become due within fifteen (15) days of receipt or delivery of the Official's request giving rise to the proposal, and shall not be subject to change for at least sixty (60) days from receipt of the proposal by the Official. Any delay in the receipt of a proposal will not justify or constitute basis for an increase in Compensation or Time for Completion.

3.13.4.2 Designer proposals or Claims shall cover all aspects of the Services involved, whether relating to deleted, added, revised or impacted Services, and shall fully document and itemize all costs to the satisfaction of the Official. Proposals or Claims shall state that the amounts would be or were necessarily incurred despite reasonable mitigation efforts. Amounts of proposals or Claims of Consultants shall be equally supported.

3.13.4.3 Except as provided in Article 3.14.3 with respect to payment for altering Bidding Documents, all Designer proposals for costs associated with an Amendment or Claim shall not include hourly costs for professional, technical or non-technical personnel at rates higher than two point seven-five (2.75) times the direct hourly wage rate paid to the respective personnel, and in no event, not more than (a) One Hundred Twenty-Five Dollars (\$125.00) per hour in total for professional personnel, (b) Fifty-Five Dollars (\$55.00) per hour in total for technical or non-technical personnel, or (c) not more than One Hundred Sixty Dollars (\$160.00) per hour in total for any of the Designer's principals. No additional adjustment for overhead or profit shall be added onto these costs.

ARTICLE 3.14 CONSTRUCTION COST

3.14.1 Construction Cost Considerations:

3.14.1.1 The Construction Cost shall not include the Compensation to the Designer, nor the costs incurred for (a) a full-time project representative and assistants, field project manager, construction manager; (b) Consultants retained to perform Services during the Construction Phase not included in the scope of Basic Services under the Contract Forms, as determined by the Official in the Official's sole discretion; (c) the cost of the land, rights-of-way, properties, advertising, (d) furnishings, basic equipment; (e) surveys, studies and other pre-construction tests; (f) any other aspects of the Project which are the responsibility of the City under the Contract Forms.

3.14.1.2 The Construction Cost shall include reasonable allowances for (a) overhead and profit for the Construction Contractors and subcontractors, and (b) contingencies, based on market conditions,

the nature of the Project, whether the Project involves new construction or renovation, and those other factors as the Designer in his judgment may recommend.

3.14.1.3 If the City requires the Designer to include additive or deductive alternates, the Designer shall estimate the cost of those alternates, but those costs shall be excluded from the computation required under Paragraph 3.14.2 to determine whether the Construction Cost limitation has been exceeded.

3.14.1.4 If the Designer for his/her convenience specifies any deductive alternates in the Bidding Documents, the Designer shall estimate the cost of those alternates, and the cost of those alternates shall be included in the computation required under Paragraph 3.14.2 to determine whether the Construction Cost limitation has been exceeded.

3.14.1.5 The Designer's Estimate of Construction Cost shall be made on the basis of the Designer's experience and qualifications and represent the Designer's best judgment as an experienced and qualified professional, familiar with construction industry market conditions in the vicinity of and as they relate to the Project. Except as provided in Paragraph 3.14.2, the Designer does not guarantee that the Construction Cost will not be exceeded when Bids of those elements of the Project designed by the Designer are opened by the City.

3.14.2 Limitation as to Construction Cost:

3.14.2 The Working Drawings and Construction Documents shall be in such form that bids can be received from general contractors and subcontractors and that the lowest, eligible and responsible bid by a general contractor for the complete construction of the Project shall not exceed the Construction Cost, without alternates unless approved by the City and without Allowances of any nature, as stated in Contract Article 2.9, by more than ten percent (10%) if this is a renovation Project, or by more than five percent (5%) if this is a Project involving new construction.

3.14.3 Redrafting or Modifying the Construction Documents

3.14.3.1 Except as provided in paragraph 3.14.3.2, and if so directed by the Official in writing, the Designer shall, without any increase in Compensation whatsoever, redraw, alter or otherwise modify the Bidding Documents, including but not limited to all Working Drawings and detailed technical Specifications prepared by the Designer if, within six (6) months after the final submission to and approval by the Official of those Working Drawings and detailed technical Specifications, the Official opens Bids from contractors and the average of the three lowest eligible and responsible Bids without Alternates and without Allowances for all of the elements of the Project designed by the Designer exceeds the Construction Cost limitations stated in Paragraph 3.14.2.

3.14.3.2 If it is determined by the Official that the reason that Bids opened exceeded the Construction Cost limitation was due to unforeseeable causes beyond the control and not due to the fault or negligence of the Designer, and the Designer is directed in writing by the Official to redraw, alter or otherwise modify the Bidding Documents, the City shall amend the Contract to allow reimbursement to the Designer on an hourly basis; provided, that the level of reimbursement shall not exceed eighty percent (80%) of the maximum rates for Compensation provided in paragraph 3.13.4.3, and provided, further, that any Compensation so provided under this paragraph shall not exceed twenty percent (20%) of the Compensation for the Construction Documents Phase.

3.14.3.3 In redrawing, altering or otherwise making any modifications to the Drawings and detailed technical Specifications to comply with the Construction Cost limitation so specified, the Designer will be permitted to make revisions on the types of materials, equipment and component systems that are to be included in the Bidding Documents, to make reasonable adjustments in the general scope, extent and character of the Project, to specify additional deductive alternates, or to implement any combination of the foregoing options, subject in all cases to the prior approval of the Official in writing.

3.14.3.4 In lieu of directing the Designer to redraw, alter or modify the Bidding Documents, the City

may, in the sole discretion of the Official, decide to abandon the Project and terminate the Contract with the Designer for convenience. In such event, the Designer shall be entitled to compensation for all Services performed to the date of termination in accordance with the Contract Forms, whether or not the Construction Administration Phase is commenced.

3.14.3.5 If the construction of all of the elements of the Project designed by the Designer is advertised for Bids in conjunction with another project(s), the information given by the three lowest, eligible and responsible Bidders as to the appropriate portion of their Bids which the Official, subject to consultation with those Bidders, attributes to the elements of the Project designed by the Designer shall be considered as the three lowest, eligible and responsible Bids for the purposes of determining whether the Designer has satisfied the obligation with respect to the Construction Cost limitation in Paragraph 3.14.3.1.

ARTICLE 3.15 PAYMENTS TO THE DESIGNER

3.15.1 Payment for the Schematic Design Phase

3.15.1.1 Upon completion of the scope of Services for the Schematic Design Phase and the written approval of the Schematic Design by the Official, the City shall pay the Designer the costs for the Schematic Design Phase of the Services, less any partial payments previously made to the Designer for this Phase.

3.15.1.2 The amount to be paid to the Designer by the City upon completion of the scope of Services for the Schematic Design Phase will equal the Compensation for the Schematic Design Phase Basic Services shown in Contract Article 2.4.

3.15.2 Payment for the Design Development Phase

3.15.2.1 Upon completion of the scope of Services for the Design Development Phase and the written approval by the Official of the Design Development documents, the City shall pay the Designer the compensation for the Design Development Phase of the Services, less any partial payments previously made to the Designer for this phase.

3.15.2.2 The amount to be paid to the Designer by the City upon completion of the scope of Services for the Design Development Phase will equal the Compensation for the Design Development Phase Basic Services shown in Contract Article 2.4.

3.15.3 Payment for the Construction Documents Phase:

3.15.3.1 Upon the completion of the scope of Basic Services for the Construction Documents Phase and the written approval by the Official of the Working Drawings and Detailed Technical Specifications, the City shall pay the Designer the Compensation for the Construction Documents Phase of the Services, less any partial payments previously made to the Designer for this Phase.

3.15.3.2 The amount to be paid to the Designer by the City upon completion of the scope of Services for the Construction Documents Phase will equal the Compensation for the Construction Documents Basic Services shown in Contract Article 2.4, less applicable retainage.

3.15.4 Payment for Additional Services:

3.15.4.1 After approval by the Official to proceed with any Additional Services, the Designer may request payment of the associated costs, or part of those costs, in the Designer's Invoice for Payment following performance of such Additional Services, or part of those Services.

3.15.4.2 Under no circumstance will any costs for any Additional Service be paid by the City without the prior written approval of the Official of the estimated costs for the Service. The Designer shall not be paid any costs for Additional Services in excess of those approved in writing by the

Official, nor any costs in excess of those allowed in Paragraph 3.13.4.3.

3.15.4.3 Except as otherwise may be authorized by the Official in writing, the Designer shall not be reimbursed for any personnel hourly charges unless the Designer has actually paid the corresponding hourly wages to such personnel.

3.15.5 Invoices for Payment:

3.15.5.1 The City shall pay the Designer the total respective Compensation for each of the Phases described in Paragraphs 3.15.1 through 3.15.3 as a single, lump sum payment unless a partial payment method has been approved in writing by the Official.

3.15.5.2 To establish a partial payment method for each Phase covered under paragraph 3.15.1 through 3.15.3, the Designer shall submit a written request to the Official seeking approval of this method of payment. The Official shall review the Designer's request and assess the Designer's performance of the Services, and either approve or deny the request within thirty (30) days of receipt of the request. The Designer may not submit a request for a partial payment method until at least sixty (60) days after the date set forth in the respective Notice to Proceed.

3.15.5.3 If the Official has approved partial payments, the Designer shall submit monthly Invoices for Payment for the part of the Services performed. The Designer's invoices shall be in a form satisfactory to the Official and shall include a description of the Services performed for the period in question, along with a progress report in a format satisfactory to the Official. The Designer's invoices shall be in such detail and contain all supporting data as required by the Official to assess the Designer's performance relative to the payment amount requested.

3.15.5.4 The Designer may submit periodic payment requests to the Official for the services provided during the Construction Administration Phase. These payment requests may not be submitted more frequently than monthly, and should be based on the progress percent complete for the Work performed by the Contractor(s), as certified in payments made by the City to the Contractor(s) under the construction contract(s).

3.15.5.5 If the Official has given the Designer prior written approval for travel or other expenses, those expenses may be included in Invoices for Payment covering the period when those expenses were incurred.

3.15.5.6 The Official shall review the Designer's Invoices for Payment for either a lump sum or partial payment, for a Phase, and the City shall pay the amounts approved by the Official within thirty (30) days after the Official's approval.

3.15.6 Methods of Compensation:

3.15.6.1 The Designer may, in the absence of a payment schedule, periodically submit invoices to the Official, itemizing the Services, labor and expenses for which Compensation is due and requesting payment for the Services rendered by the Designer during the period covered by the invoice.

3.15.6.2 Upon receipt of such periodic invoices, the Official shall estimate the value of the Services accepted by the City, and the City shall pay the Designer such amount less any sums retained under the provisions of the Agreement.

3.15.6.3 Pursuant to M.G.L. Chapter 7, Section 38H(j) the Designer or his Consultant(s) will not be compensated for any Services involved in preparing changes that are required for additional Work that should have been anticipated by the Designer in the preparation of the Bidding Documents, as reasonably determined by the Official.

3.15.7 Release of the City on Final Payment:

3.15.7 Acceptance by the Designer of final payment under this Contract from the City for Services rendered shall be deemed to release forever the City from all claims and liabilities, of every name and nature both at law and at equity, arising from, or in any way connected with this Contract, except those which the Designer has notified the Official in writing in strict compliance with the requirements of the Contract Forms prior to the acceptance of such payment.

ARTICLE 3.16 TERMINATION FOR CAUSE OR CONVENIENCE

3.16.1 Notice of Intention to Terminate for Cause:

3.16.1 If, in the opinion of the Official, at any time reasonable doubt of the Designer's due performance arises, the City may demand adequate, written assurance of due performance. In addition, the City, acting on knowledge or belief, may include with the demand for assurance a written notice to the Designer of the City's intent to terminate the Contract if reasonable under the circumstances, because of occurrence of any event which constitutes a lack of due performance and are reasonable grounds for terminating the Designer.

3.16.2 Designer Default and Termination for Cause:

3.16.2.1 If the City makes the decision to terminate the Designer, the City shall have full power and authority to declare the Designer in default and to give notice of termination for cause. The Designer shall not be terminated for cause, however, until the expiration of seven (7) days after the City mails or delivers the termination notice to the Designer.

3.16.2.2 If the City has terminated the Designer for cause, the Designer shall not be entitled to receive any further payment under Contract Article 2.4 until Bidding Documents for the Project have been fully completed and approved by the City. If the costs to the City of completing the Bidding Documents exceed the unpaid balance payable to the Designer under Contract Article 2.4 the Designer is liable to the Owner for the difference, which he shall pay to the Owner immediately.

3.16.2.3 These rights and remedies of the City are in addition to any other rights and remedies provided under this Contract or by Law.

3.16.3 Termination for Convenience:

3.16.3.1 Upon fifteen (15) days written notice to the Designer, the City may, without cause and without prejudice to any other right or remedy, at any time elect to terminate any part of the Services or terminate the Contract in whole or in part, as the City may deem appropriate for its convenience.

3.16.3.2 In any termination for the convenience of the City, the Designer shall be paid for Services completed to the effective date of the termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; provided, however, that payment to the Designer will exclude any and all anticipated administrative costs and anticipated profit on uncompleted Services.

3.16.3.2.1 In any such termination for the convenience of the City, if the termination occurs simultaneously with the written approval of one of the Project Phases as part of the Basic Services under the Contract, the City shall pay the Designer only the costs provided for that respective phase, which has been completed, less any partial payments made previously.

3.16.3.2.2 In any such termination for the convenience of the City, if the termination occurs prior to the written approval of one of the Project Phases as part of the Basic Services under the Contract, the City shall pay the Designer only a proportion of the costs for that respective phase, as determined by the Official, less any partial payments made previously.

3.16.3.2.3 In any such termination for the convenience of the City, if the termination occurs while the Designer is performing any Additional Services, in addition to the Basic Services, the

City shall pay the Designer only a proportion of the previously approved costs, as determined by the Official, for those Additional Services.

3.16.3.3 If after notice of termination of the Services of the Designer for cause, it is determined that the Designer was not in default, the termination shall be deemed to have been for the convenience of the City. In such case, the Designer may recover from the City payment in accordance with Paragraph 3.16.3.2.

3.16.4 Actions of the Designer Upon Termination:

3.16.4.1 Upon receipt of notice of termination under this Article, the Designer shall immediately proceed in accordance with any specific instructions in the notice, protect any work products and Deliverables, and make every reasonable effort to mitigate costs which may result from the terminations.

3.16.4.2 If the City so terminates the Designer, the Designer shall deliver to the Official all records, documents, working papers, calculations, computer programs, electronic files, data, drawings, plans, specifications and other tangible work products whether completed or in process, and all equipment, materials, items or objects acquired by the Designer, pertaining to the Services performed up to the time of termination. Upon their receipt, the City shall have full power and authority to take possession of the Designer's work products and prosecute the Services to completion by contract or as the City otherwise may deem expedient. When exercising any of these rights or remedies, the City shall not be required to obtain the lowest price for any Services performed.

3.16.5 The Designer May Stop Services or Terminate:

3.16.5.1 If through no act or fault of the Designer, the City fails for ninety (90) days to pay the Designer any Invoice for Payment sum finally determined by the Official to be due, then the Designer may, upon seven (7) additional days written notice to the City, suspend the Services.

3.16.5.2 If the City fails to correct the conditions, if any, which under this paragraph justify the Designer's suspension of the Services within (60) days from the commencement of the suspension, the Designer may upon seven (7) days additional written notice to the Official terminate the Agreement and recover from the City payment in accordance with Paragraph 3.16.3.2.

ARTICLE 3.17 CLAIMS

3.17.1 Claims Under This Article:

3.17.1.1 All Claims, disputes, and other matters in question between the City and the Designer arising under, or relating to, the Contract Forms or the breach thereof shall be processed and resolved as provided in this Article.

3.17.1.2 A Claim means a written demand or assertion by the City or Designer, which is properly certified, seeking an adjustment in Compensation and payment of monies due, an extension or shortening in the Time for Completion, or any other relief arising under or relating to the Contract, which can only become a dispute after a determination by the Official under the appropriate provision of the Contract Forms.

3.17.1.3 A Claim arising under the Contract, unlike the Claim relating to the Contract, is a Claim that can be resolved under a Contract provision that provides for or excludes the relief sought by the claimant. Such Claims shall be resolved in accordance with the applicable provisions of the Contract.

3.17.1.4 No Claim by the Designer shall be valid unless it is based upon a written Notice of Claim to the Official stating the general nature of the Claim delivered promptly, but in no event later than thirty (30) days after the Official's determination giving rise to the Claim. The Claim submittal with all supporting data shall be delivered within sixty (60) days after the determination.

3.17.1.5 A Claim by the Designer shall be submitted to the Official for a written decision from the City. A Claim by the City shall be submitted to the Designer for resolution between the Designer and Official. The responsibility to substantiate a Claim shall rest with the party making the Claim.

3.17.2 Requirements for Designer Claims:

3.17.2 For all Designer Claims seeking an increase in Compensation or Time for Completion, the Designer shall submit an affidavit executed by the Principal in charge certifying that the Claim is made in good faith; the amount claimed accurately reflects the adjustments in Compensation or Time for Completion for which the Designer believes the City is liable, and covers all costs and delays to which the Designer is entitled from the occurrence of the claimed event; and supporting cost and pricing data are current, accurate, complete and represent the best of the Designer's knowledge and belief.

3.17.3 Determinations on a Claim:

3.17.3.1 For Designer Claims, the Official will, within sixty (60) days, decide the Claim or notify the Designer of the date which the decision will be made. Once given, the Official's final decision shall be final and binding on the Designer unless the Designer files suit within thirty (30) days after receipt of the City's decision.

3.17.3.2 For City Claims, the Designer shall meet with the Official and attempt to resolve the Claim within thirty (30) days. The Official and the Designer shall within sixty (60) days settle the Claim or reach an agreement as to an extension to the sixty-day period. If, however, the Official and the Designer are unable to settle the matter within the sixty-day period, or any extension to said period, the Official will render a final decision as to the Claim. Once given the Official's final decision shall be final and binding on the Designer unless the Designer files suit within thirty (30) days after receipt of the decision.

3.17.3.3 Pending final resolution of any Claim, including litigation, the Designer shall proceed diligently with the Services, and comply with any decision of the Official.

3.17.3.4 The prevailing party in a suit under this Article shall recover, as part of his judgment, simple interest at the judgment rate then in effect, as ordered by a court of competent jurisdiction, and such reasonable fees and charges of attorneys, engineers and other professionals as may be fixed by a judge of the court.

3.17.3.5 After settlement or final adjudication of any Claim under this Article if, upon demand, payment by the Designer is not made to the City, the City may offset (a) the appropriate amounts from payments due to the Designer under any other contract between the City and the Designer, or (b) any amounts for which the City may be obligated to the Designer in any capacity.

3.17.4 Venue; Service of Process:

3.17.4.1 The Designer consents to and submits to jurisdiction and venue of, and not commence any action elsewhere than, the Superior Court in the County of Suffolk, only, regardless of residence or domicile, for any action at law or suit in equity arising under or relating to the proposing, award, performance or completion of the Services, payment for Services performed, termination or any other claim arising under or relating to the Contract Forms. The Designer consents to and submits to service of process at the address and in the manner specified in the Agreement.

3.17.4.2 The Designer shall insert a provision containing the venue and service of process requirements of paragraph 3.17.4.1 in all agreements between the Designer and his Consultants and insurers, altering the provision only as necessary to properly identify the contracting parties.

END OF CONTRACT ARTICLE 3 - GENERAL CONDITIONS

**CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT
CONTRACT FOR DESIGN SERVICES**

ARTICLE 4 SUPPLEMENTARY CONDITIONS:

The Contract for Design Services for this Project is hereby supplemented by the following terms and conditions.

ARTICLE 4.1

4.1

END OF CONTRACT ARTICLE 4 – SUPPLEMENTARY CONDITIONS

**CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT
CONTRACT FOR DESIGN SERVICES**

ARTICLE 5 SERVICES DURING THE SCHEMATIC DESIGN PHASE:

Upon receipt of a Notice to Proceed with the Schematic Design Phase, the Designer and its appropriate Consultants shall meet with the City if required by the Official, to arrive at a mutual understanding of the design concept. The Designer shall perform the following specific tasks.

ARTICLE 5.1 GENERAL REQUIREMENTS:

5.1.1 Job Directory: The Designer shall compile and distribute a job directory which includes all names, addresses, e-mail addresses, phone and fax numbers of the Owners representatives, Designer and their Consultants. This shall be distributed 3 weeks into the Schematic Design Phase, and shall be up-dated and redistributed as project participants change.

5.1.2 Meeting Notes: The Designer shall compile meeting notes for every meeting with The Awarding Authority. These shall be distributed by the Designer to all attendees no later than 5 business days after the meeting.

5.1.3 There will be a minimum of (2) submissions required in this Phase: one at Design Concept Phase and another at Schematic Phase Submission.

ARTICLE 5.2 DESIGN CONCEPT PHASE:

5.2.1 Prior to commencement of the Schematic Design there will be a Design Concept phase which will allow for the examination of a number of possible design solutions. The goal of the Design Concept phase is to select a *parti*, which can be developed in accordance with the requirements of the Schematic Design as outlined in the contract.

The extent of presentation required during the Design Concept Phase stage is intentionally limited to allow for a maximum of design effort (including consultations with the client team) and a minimum of pure drafting and writing time.

The Design Concept submittals must contain sufficient information to allow the project team to make an informed selection of a *parti*. At a minimum, the submittals must include:

- a. Statement of Design Approach
- b. Site Information
- c. Building Design
- d. Regulation and Code Analysis
- e. Costs/Schedule/Constructability Analysis

These items are described below:

5.2.2 Design Approach: A brief statement suitable for use by the Public Facilities Department, the Users, and the Community describing the design issues, their priorities, and the manner in which the proposed design addresses the relevant issues.

5.2.3 Site Information: Portray the following in graphic or narrative form to explain analysis and conclusion of proposed siting.

- a. Context
- b. Traffic

- c. Access (Pedestrian and Vehicular)
- d. Topography
- e. Effects upon and from Abutters
- f. Environmental Impacts
- g. Utilities (Availability and Location)
- h. Unusual Site Conditions (e.g. water table, ledge, vegetation, etc.)

5.2.4 Building Design:

5.2.4.1 Architectural Floor Plans of All Levels Delineating:

- a. Response to Functional Requirements of Program
- b. Major and Minor Access
- c. Major Spaces
- d. Circulation
- e. Area Calculations in square feet of all spaces compared to the approved program, if provided

5.2.4.2 Elevation Study Showing Exterior Materials, Fenestration, Etc.

5.2.4.3 Massing Study (Drawings, or Models, or Photographs, Etc.)

5.2.4.4 Structural

- a. A written narrative of the design approach to the structural systems including discussion of the feasible options for foundations and superstructure as well as treatment of special situations such as unusual soils conditions or long spans.

5.2.4.5 Heating, Ventilating, and Air Conditioning, and Plumbing:

- a. Written narrative of the basic plumbing systems to the extent that there may be an effect on the selection of the basic building design or as may be appropriate for special circumstances such as a natatorium.
- b. Proposed Fuel Source
- c. Basic Distribution Concepts
- d. Location of Major Equipment Items such as Cooling Towers, Chillers, Air Handling Units, Exhaust Stacks, Etc..
- e. Special System (e.g. Fume Exhausts)
- f. If this is a renovation project, a Code Review Statement to identify remedial requirements of current codes upon existing conditions. Include a statement on fire protection system criteria or exemption there from.

5.2.4.6 Electrical Engineering:

- a. Written narrative of the proposed electrical and communications systems resources, needs, and proposed scope, for the following categories, and others as may be appropriate for the project.
- b. Energy Sources. Available Capacity, Estimated Demand
- c. Distribution Concept
- d. Emergency Power (Coverage, Production, Distribution)
- e. Outline of Included Special Systems (e.g. Nurse Call, Telecommunications, CCTV, Security, Etc.)

5.2.4.7 Resources Conservation:

- a. Provide an outline and brief narrative of proposed systems/methods to satisfy

- legal requirements and thoughtful, responsible approach to conservation of the environment and resources.
 - b. Design Criteria (Temperatures/Humidity Levels/Illumination Levels)
 - c. Thermal Energy Recovery
 - d. Energy Management Controls
 - e. Nondepletable Energy Source Alternatives
 - f. Natural Environment Impact/Replication/Mitigation/Improvements
 - g. Agency Filing Requirements - Identify Governmental/Community Bodies having jurisdiction or concerns, and categories of such concern.
- 5.2.5 Regulation and Code Analysis: Identify use group, construction type, accessibility, and any special requirements and/or Codes.
- 5.2.6 Cost/Schedule/Constructability:
 - 5.2.6.1 Budget Cost Estimate based on square foot cost allocations, or similar. At a minimum, the estimate should identify values for:
 - a. Site Development
 - b. Building Foundations and Superstructure
 - c. Exterior Building Enclosure
 - d. Interior Architectural Systems, Finishes
 - e. Vertical Transportation
 - f. Mechanical Systems
 - g. Electrical Systems
 - h. Major Built-In Special Equipment (e.g. Kitchen, Laboratory, etc.)
 - i. Other
 - 5.2.6.2 Graphic or Written schedule for Design, Bidding, and Construction. A proposed work plan and schedule in graphic or written form for services under the Contract during design, bidding and construction. Include all anticipated tasks and submittals. Provide anticipated dates for submittals, deliverables, meetings and the critical path for design service activities. Allow time for the City to review and approve submittals and for obtaining all necessary permits.
 - 5.2.6.3 Narrative of significant Constructability issues, including site constraints, abutter impacts, long lead items, etc.

ARTICLE 5.3 GRAPHICS AND RELATED CRITERIA:

- 5.3.1 The Architectural drawings and related criteria shall include the following:
- 5.3.2 Premises upon which design is based, including:
 - a. Design goals and criteria
 - b. Design concept/*parti* as this relates to internal organization, program, relation to site, proposed building materials including engineering systems and essential formal/aesthetic ideas.
- 5.3.3 Building and Site Planning Diagrams (when requested by the official provide prior to submission of Schematic Studies Phase Submission). Where applicable, clearly differential between "new" and "existing":
 - a. Building Relationship diagrams showing relation of principal project spaces.
 - b. Building circulation diagrams showing the movement of users, staff, public,

- materials, supplies and equipment.
- c. Site circulation diagrams showing the movement of vehicles and pedestrians.

5.3.4 Site Plan of project addressing impact of access, pedestrian and vehicular, environment, parking and other program criteria, shall include the following. Where applicable clearly differentiate between new and existing.

- a. Roads, walks and all paved and surfaced areas.
- b. Existing contours and proposed new contours.
- c. Proposed new building location of and/or additions and all connections to existing building, where applicable. Indicate grade elevations at all entrances to building, proposed and existing.
- d. Landscaping features.
- e. Photographs of site and surrounding environment.
- f. Site Section where requested by official.
- g. Measures to accomplish handicapped accessibility.

5.3.5 Floor plans of all levels, identifying the area of all program spaces in square feet, shall include the following:

- a. Overall dimensions of building.
- b. Dimensions of major spaces.
- c. Dimensions defined by applicable codes.
- d. A space measurement analysis of all program spaces and of other floor areas in the Project showing the square footage of each, and indicating any variations from the approved Program.

5.3.6 Two cross-sections with floor heights, including basement, attic, and foundation identifying program spaces and relationship to site configurations. Provide additional partial sections through major spaces not shown by main building sections.

5.3.7 Four elevations from main orientation points of view, indicating relationship to site configuration. Where requested by Official, provide elevations of "hidden" elevations where there is an entrance.

5.3.8 A three dimensional representation, axonometric, study model, perspective or three aerial photographic views of study model to convey general massing of project.

5.3.9 Typical wall section including building foundation at large scale showing proposed materials for floor and wall construction.

5.3.10 An Exterior Color Theory Statement describing in graphic and written for proposed materials and their colors and discussing why they have been selected.

5.3.11 Structural Drawing shall include the following:

- 5.3.11.1 Framing and foundation system description including its plusses and minuses, including costs and how it relates to Paragraph 5.2.2 above.
- 5.3.11.2 Framing diagram showing proposed sizes of major framing members.
- 5.3.11.3 Foundation plan.

5.3.12 Fire Protection System Description shall be provided at Schematic Phase where requested by the official

5.3.13 Mechanical Drawing and related criteria shall include the following:

5.3.13.1 System description indicating the method of heating, cooling, and ventilating, extent, distribution and controls within the building, plusses and minuses including cost and how this system relates to Paragraph 5.2.2 above.

5.3.13.2 Floor plans showing components of mechanical systems, distribution through building, fan room(s), mechanical, room, and duct chases.

5.3.14 Electrical Drawings and criteria shall include the following:

5.3.14.1 Lighting layout at major and typical spaces only and relations to Paragraph 5.2.2.

5.3.14.2 Electrical plans showing service connection, major electrical equipment and electric room(s).

5.3.14.3 Describe and illustrate any special electrical distribution equipment and relation to Paragraph 5.2.2.

5.3.14.4 Describe design approach and provisions for telephones, fire detection and alarm, security systems, electronic communications, and special electrical systems.

ARTICLE 5.4 SPECIFICATION REQUIREMENTS:

5.4.1 Preliminary or outline specifications are a brief listing of materials, finishes, and methods to be used for the project. They are arranged by divisions and in sequence according to CSI MasterFormat. In addition to names, brief explanations of requirements and criteria may be included.

5.4.2 The Section numbers and titles established at the Schematic Design Phase shall be the same as for Section numbers and titles for the Design Development and Construction Documents Phases.

ARTICLE 5.5 ESTIMATE AND ANALYSIS OF CONSTRUCTION COST REQUIREMENTS:

5.5.1 The Designer shall provide to the Official an estimate and analysis of the cost of construction in accordance with the requirements Contract Article 3.7.5.

5.5.2 The estimate shall be developed in as much detail as the preliminary drawings and specifications permit and a cost for each Section of the Specification shall be included.

5.5.3 The estimate shall reflect the current construction cost. The Designer shall in the recapitulation include all appropriate escalation/inflation factors to proposed dates of bidding.

5.5.4 Summary sheets in Excel format shall be developed which shall list each section of the work as well as the following:

- a. The date that the estimate was prepared (Value Date).
- b. The anticipated bid date.
- c. Site Development Cost (including all utilities).
- d. Building Cost (including fixed equipment).
- e. Estimated construction cost of each Section of the work, totaled.
- f. Both the Gross and the Net Square Footage of the Building and of all program spaces and other floor areas in the Project.
- g. Indicate the ratio of Net to Gross Square Footage.
- h. Square Foot Cost of Building (gross).

- i. Unit User Cost (per student, bed, inmate, etc.).
- j. The number of days to complete project construction.

ARTICLE 5.6 REGULATIONS AND CODE ANALYSIS REQUIREMENTS:

5.6.1 The Designer shall identify all building, environmental and other codes and regulations, which may apply to this project in a code analysis document.

5.6.2 The code analysis shall describe proposed methods for compliance with all regulations and codes.

5.6.3 Where seeking variances may be appropriate, the Designer shall identify these, describe variance procedure, all time periods and potential impact on project, schedule, and cost and time implications of variance denials.

5.6.4 Where required by the Official, show alternative interpretations and strategies for compliance.

ARTICLE 5.7 LIFECYCLE COST ESTIMATE

5.7.1 Provide the life cycle cost analysis and estimate in accordance with the requirements of M.G.L. Chapter 149, §44M.

END OF CONTRACT ARTICLE 5 - SERVICES DURING THE SCHEMATIC DESIGN PHASE

**CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT
CONTRACT FOR DESIGN SERVICES**

ARTICLE 6 SERVICES DURING THE DESIGN DEVELOPMENT PHASE:

Upon receipt of a Notice to Proceed with the Design Development Phase, the Designer and its appropriate Consultants shall meet with the City if required by the Official to update and refine items submitted during the Schematic Design Phase, and shall perform the following specific tasks.

ARTICLE 6.1 GENERAL REQUIREMENTS:

6.1.1 Meeting Notes: The Designer shall compile meeting notes for every meeting with PFD, which shall be distributed by the Designer to all attendees no later than five (5) business days after the meeting.

6.1.2 The Designer shall ensure that the entire design, including the work of all of the Designer's Consultants, has been reviewed and coordinated based upon the most recent specifications, plans, drawings and other information, so as to eliminate any plan, dimensional or other conflicts between the Designer's design and that of the various Consultant disciplines, as well as between each Consultant discipline and all others. Examples of such coordination requirements include, but are not limited to: consistency of building plans and elevations between architectural, mechanical, electrical, fire protection, fire alarm and any other applicable disciplines; verification that the spatial requirements of all engineered systems and equipment do not conflict with each other and that they conform to the dimensions provided architecturally (such as ductwork, plumbing, fire protection, lighting, fire alarm, and other electrical equipment required to fit at any point within the space above a suspended ceiling); or provision of appropriate chases or wall cavity space to accommodate concealed equipment or vertical or horizontal runs of engineered systems.

ARTICLE 6.2 DRAWING REQUIREMENTS:

6.2.1 Site and Utility Drawings:

6.2.1.1 Plot plan indicating existing and proposed contours and locations of the proposed building or addition(s). Show entry-level elevation and key exterior grades at perimeter. Indicate all retaining walls. Include benchmarks of site if survey is available.

6.2.1.2 All utilities existing and proposed, indicating location, elevation, composition and size, e.g. manholes, sewers, hydrants, light standards. Include work by others such as utility companies and other public agencies and authorities.

6.2.1.3 Roads, laid out parking areas, walks, terraces and other site improvements. Indicate all measures to accomplish handicapped accessibility.

6.2.1.4 Building locations fixed and referenced from main survey baseline, if available.

6.2.1.5 Plant materials with a preliminary schedule.

6.2.1.6 Cuts of benches, light standards. Details of bollards, paving patterns, handrails.

6.2.2 Architectural Drawings and Other Graphic and Written Requirements:

6.2.2.1 Floor plans showing: (Minimum Scale 1/8" = 1'0").

a. Building perimeter with exterior wall thickness and overall dimensions.

- b. Structural grid.
- c. Plan requirements of mechanical and electrical systems.
- d. Building core: Elevators, stairs, shafts, public toilets, etc., with dimensions.
- e. Internal partitions, appropriate thickness and dimensions to fix basic organizations. Show fire ratings.
- f. Door Swings.
- g. Floor elevations.
- h. Built-in furniture and equipment.
- i. An updated space measurement analysis of all programmed spaces and all other floor areas in the Project showing the square footage of each. Indicate any variation from the approved Program and Schematic Plans.
- j. Furniture layout drawings.

6.2.2.2 Large scale plans showing key areas e.g. lobby, special spaces. Indicate surface materials. Key these plans to the preceding Paragraph. (Minimum Scale 1/4" - 1'0")

6.2.2.3 Roof Plans Showing:

- a. pitch and drainage pattern.
- b. roof drain, gutters and scuppers.
- c. Skylights, stair halls through roof, penthouses, major equipment, chimneys. Where the building is regulated by the Boston Landmarks Commission show all penetrations.

6.2.2.4 Building Sections: One transverse and one longitudinal section. Indicate floor to ceiling heights and floor to floor heights. Label all spaces.

6.2.2.5 Building Elevations:

- a. Full height elevations including roof structures, e.g., mechanical equipment, chimneys and penthouses.
- b. Floor elevations, floor to floor height, and overall height related to benchmarks on site plans.
- c. All fenestration indicating sill height above finish floor elevation and window operation.
- d. Column center lines.
- e. Materials indicating all control and expansion joints, coursing where required, and divisions of materials where required.
- f. Louver locations.
- g. Exterior grades and topographical features.

6.2.2.6 Provide Large Scale: Full height wall sections for main elevations and at special conditions. Show foundation and perimeter treatment, wall construction including insulation and supporting structure, fenestration and mechanical penetrations, and floor construction.

6.2.2.7 Provide sketch information at large scale:

- a. Window types, storefront.
- b. Door types, doorframes.
- c. Stairs including railing design.
- d. Interior glazed partitions.

6.2.2.8 Provide Interior Elevations: Show at all special spaces, e.g. library, lobby, and all typical spaces. Show wall finishes, casework, equipment and lighting. Indicate ceiling and sill heights and any other pertinent vertical dimensions.

6.2.2.9 Provide Reflected Ceiling Plans: Show all pertinent structural fire protection, mechanical and electrical information including the following:

- a. Lighting layouts with all ceiling height and material changes.

6.2.2.10 Provide the Schedules:

- a. Finish schedule.
- b. Door schedule.
- c. Window schedule.
- d. Equipment schedules, e.g. hospital, food service.

6.2.2.11 Colored exterior elevations with proposed materials

6.2.2.12 An interior color theory statement discussing proposed paint and material selections and colors for typical and special spaces and why they have been selected and, how these selections relate to exterior materials and colors.

6.2.3 Structural Engineering and Other Graphic and Written Requirements:

6.2.3.1 Locations and dates of test boring holes and results of soil investigation including water levels, allowable soil bearing pressure and bottom grades of footings and slabs.

6.2.3.2 Framing plans: typical floor framing, roof framing, special framing, show framing at major openings and sizes of members.

6.2.3.3 Foundation Plan showing sizes and locations of components.

6.2.3.4 Column locations.

6.2.3.5 Preliminary details including floor and roof deck, methods of lateral bracing and how the requirements of the earthquake code will be met.

6.2.3.6 Details for special and/or incidental structural features, e.g. tunnels, connecting bridges, etc., unique architectural features.

6.2.3.7 Connection to existing buildings at foundation and at key points at existing structure.

6.2.4 Fire Protection Engineering:

6.2.4.1 Floor plans indicating wet or dry type systems, hose racks or cabinets and fire department tie-ins. Indicate whether a fire pump will be required and show proposed location within the building. Show typical sprinkler head layout.

6.2.5 Plumbing Engineering:

6.2.5.1 Floor plans indicating locations of all plumbing fixtures and special features, and approximate location and size of all piping systems and principal items of equipment. Provide typical riser diagrams.

6.2.6 Heating, Ventilating and Air Conditioning Drawings and Other Graphic and Written Requirements:

6.2.6.1 Heat gain and loss calculations.

- 6.2.6.2 Show locations and approximate sizes of piping systems, air handling systems and principal items of equipment such as compressors or cooling towers.
- 6.2.6.3 Indicate space requirements of major equipment and their location in mechanical rooms, fan rooms, etc. Indicate shaft requirements.
- 6.2.6.4 All ductwork shall be shown double line, unless otherwise approved in writing by the Official.
- 6.2.7 Electrical Drawings and Other Graphic and Written Requirements:
 - 6.2.7.1. Calculations showing total electrical load.
 - 6.2.7.2 All services including those for special purposes shall be located and indicated.
 - 6.2.7.3 Lighting shall be indicated as to type, location and intensities in foot candles for each space, room or typical space. Provide fixture cuts of typical lighting fixtures. Provide fixture cuts for special lighting applications.
 - 6.2.7.4 Switch gear and emergency generator.
 - 6.2.7.5 Security drawings showing security system.
 - 6.2.7.6 Communications drawing showing communication chases and any special distribution requirements. Indicate terminal locations.
- 6.2.8 Other Consultant's Drawings and Other Graphic and Written Requirements:
 - 6.2.8.1 For special Consultants, e.g., kitchen, elevator, hospital equipment where appropriate, technology and communication, provide drawings that locate and define the scope of their work. Coordinate with other disciplines. Provide cuts of all major pieces of equipment.

ARTICLE 6.3 PROJECT MANUAL REQUIREMENTS:

- 6.3.1 Outline Specifications that are to accompany Design Development Drawings shall consist of a comprehensive description of the Project and the materials proposed for use in the Work. No detailed specifications of materials or workmanship procedures need be included; however, the general scope shall be indicated by sections as required for the Construction Specifications. The Design Development Outline Specification shall also include a comprehensive "Basis of Design". The "Basis of Design" shall be a narrative description of the project and shall include all applicable architectural, civil, structural, mechanical and electrical programs and/or systems. The Designer shall identify all proposed filed sub-bid categories.
- 6.3.2 The following is a list of items that shall at a minimum be identified or specified in outline form in this Design Development Phase.
 - 6.3.2.1 Site Work; clearing, drives, walks, parking areas, fences, excavation, backfill, planting.
 - 6.3.2.2 Footings; on earth, rock, piles, caissons, proposed bearing pressures, boring logs, reason for adopting system proposed.
 - 6.3.2.3 Foundation walls; type of concrete, reinforcing, type and extent of waterproofing.

- 6.3.2.4 Footing drains; type, disposal of drainage.
- 6.3.2.5 Exterior walls; superstructure, type, materials, brick type, alternate cladding, back-up materials, damp-proofing material and extent, special features.
- 6.3.2.6 Roofs; types, vapor barrier, insulation, flashings, all materials.
- 6.3.2.7 Flashings; general types, all materials, weights, where each type is be used.
- 6.3.2.8 Sheet metal; gutters, leaders, others uses, except flashings.
- 6.3.2.9 Windows; general types, materials, section weights, sub-frames, finish, glazing, screens.
- 6.3.2.10 Doors, exterior and interior; types and thickness.
- 6.3.2.11 Steps, exterior; including platforms and landings' materials.
- 6.3.2.12 Stairs, interior; including platforms, landings, walls, materials and finishes.
- 6.3.2.13 Framing; wood, concrete or metal systems in accordance with general design.
- 6.3.2.14 Partitions; materials, thickness, finishes.
- 6.3.2.15 Cabinet and casework; types and materials.
- 6.3.2.16 Food Service Equipment; types and materials.
- 6.3.2.17 Furring; lathing, plastering, materials and location.
- 6.3.2.18 Insulation thermal; types, thickness, methods of application and locations.
- 6.3.2.19 Acoustical treatment; types, thickness, methods of application and location.
- 6.3.2.20 Interior finishes; materials for floors, walls, bases, wainscots, trim, ceilings, ceiling heights.
- 6.3.2.21 Fire Protection; standpipe systems, sprinkler systems, fire pumps and accessories.
- 6.3.2.22 Water supply, source, location of main to which connection will be made, type of pipe for service main, load requirements, load factors and pressures.
- 6.3.2.23 Sanitary sewers; sewage disposal system, pipe and other materials.
- 6.3.2.24 Storm sewers; storm drainage disposal system (institution or local facility), pipe and other materials.
- 6.3.2.25 Gas main; material, size, location. Interface with utility company.
- 6.3.2.26 Plumbing; systems such as wastes, vents, hot water, cold water, gas, air, oxygen, vacuum, main source of supply, materials for each, water heaters, pumps, thermal insulation fixture quality, all special features.
- 6.3.2.27 Heating, ventilating and air conditioning; type of heating and refrigeration plants, type and capacity of boilers and cooling equipment, fuel, type of burners, fuel storage, heaters, feed water pumps and heaters, thermal insulation, type of heating medium, supply and return piping, radiation, unit heaters, radiant heating, principal air conditioning

equipment types, special features.

6.3.2.28 Electric work; service connection, location, institution or public utility, overhead or underground, transformers including type and location, types of conduit and wiring, types of fixtures, location of main switchboard, specials such as doctors and nurses call systems, radio, fire alarm, telephone, public address, emergency lighting and wiring, emergency or other generators, special features, including Master TV information retrieval and/or data processing system.

6.3.2.29 Elevators, escalators, dumbwaiters and platform lifts; capacities, speed, travel in feet, landings, operation, controls, platform sizes, machine type and location, car and entrance finishes, signals.

6.3.2.30 Other built-in equipment, types and materials.

6.3.2.31 Special features.

ARTICLE 6.4 ESTIMATING REQUIREMENTS:

6.4.1 During the Design Development Phase, cost estimates shall be further developed in as much detail as the Drawings and Specifications permit.

6.4.2 Cost estimates in the Design Development Phase shall be prepared by a competent, outside estimator. The estimator is subject to the Official's approval.

6.4.3 A total cost estimate, formatted to correspond to each section of the Specifications, shall be included along with costs for major project components.

6.4.4 The estimate shall reflect the current construction cost. The total cost shall include a contingency factor, as jointly determined by the Designer with the Official. The anticipated bid date will be verified by the Official with the Designer input. The Designer shall include all inflation/escalation factors to the midpoint of the proposed construction.

6.4.5 Summary sheets in Excel format. Provide a supplement to the cost to report the following:

6.4.5.1 The date that the estimate was prepared, i.e. the Value Date.

6.4.5.2 The anticipated bid date.

6.4.5.3 The PFD Project name and PFD Project number.

6.4.5.4 The title and location of the Project.

6.4.5.5 The name of the Designer.

6.4.5.6 The name of the Estimator.

6.4.5.7 The site development cost, including all utilities, excluding land lease and purchase costs.

6.4.5.8 The building cost including fixed equipment.

6.4.5.9 The gross and net square footage of the building and of all program spaces and other spaces in the Project.

6.4.5.10 The net square foot cost of the building.

6.4.5.11 Indicate the ratio of net to gross square footage.

6.4.5.12 Unit user cost per student, per bed, per inmate, etc. as applicable.

6.4.5.13 Estimated number of days required for construction of the Project.

END OF CONTRACT ARTICLE 6 – SERVICES DURING THE DESIGN DEVELOPMENT PHASE

**CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT
CONTRACT FOR DESIGN SERVICES**

ARTICLE 7 SERVICES DURING THE CONSTRUCTION DOCUMENTS PHASE:

Upon receipt of a Notice to Proceed with the Construction Documents Phase, the Designer and its appropriate Consultants shall meet with the City if required by the Official, and shall update and refine items previously submitted during the Design Development Phase. The Designer shall perform the following specific tasks.

ARTICLE 7.1 GENERAL REQUIREMENTS:

7.1.1 Meeting notes: The Designer shall compile meeting notes for every meeting with PFD, which shall be distributed by the Designer to all attendees no later than five (5) business days after the meeting.

7.1.2 There will be a minimum of three (3) submissions required in this phase: one at 60% complete, another at 95% complete, and a final at 100% complete.

7.1.3 The 60% Submission shall include:

7.1.3.1 The Basis of Design that accompanied the Outline Specification in the Design Development Phase shall be updated and expanded to include all Architectural, structural, fire protection, plumbing, mechanical, electrical and civil calculations for the project.

7.1.3.2 Detailing information for each major component of the building shall be sufficient to indicate approach and relation to other affected components e.g., doors to partitions, windows to wall construction, etc.

7.1.3.3 Keying shall be sufficient to allow official to make his or her way through the set.

7.1.3.4 Cover sheet shall include list of drawings.

7.1.3.5 Interior Materials Color Boards shall include all samples of interior materials labeled and mounted to indicate relative areas and relative location.

7.1.3.6 Submit typed legend identifying typical areas and their materials. Information should include: material name, manufacturer, color name/number and finish.

7.1.3.7 Colored interior elevations and perspectives of major and typical spaces.

7.1.3.8 Large scale plans of all mechanical and electrical spaces with equipment dotted in.

7.1.3.9 Specifications in the current CSI MasterFormat, including all sections to be included in final specifications developed to include a list of all materials in the building with their manufacturers. Identify all specifications sections that require submission of filed sub-bids.

7.1.3.10 Identify all proposed alternates by inclusion in a project manual section to be titled "Alternates". Alternates shall be listed in order of priority as approved by the Official.

7.1.3.11 Code Analysis:

- a. The Designer and the Designer's Consultants shall provide final code analysis. Any deviation of methods of compliance from the Schematic Design Phase shall be indicated.
- b. The Designer shall ensure that the Mechanical Engineer will provide compliance with the energy code.

7.1.3.12 The Designer shall ensure that the entire design, including the work of all of the Designer's Consultants, has been reviewed and coordinated based upon the most recent specifications, plans, drawings and other information, so as to eliminate any plan, dimensional or other conflicts between the Designer's design and that of the various Consultant disciplines, as well as between each Consultant discipline and all others. Examples of such coordination requirements include, but are not limited to: consistency of building plans and elevations between architectural, mechanical, electrical, fire protection, fire alarm and any other applicable disciplines; verification that the spatial requirements of all engineered systems and equipment do not conflict with each other and that they conform to the dimensions provided architecturally (such as ductwork, plumbing, fire protection, lighting, fire alarm, and other electrical equipment required to fit at any point within the space above a suspended ceiling); or provision of appropriate chases or wall cavity space to accommodate concealed equipment or vertical or horizontal runs of engineered systems.

ARTICLE 7.2 DRAWING REQUIREMENTS:

- 7.2.1 Cover sheet showing drawing index, symbols, abbreviations, notes, locations map.
- 7.2.2 Site drawings shall be complete to define the extent and detail of site work. Show the following:
 - 7.2.2.1 Layout and location of all proposed work including buildings, structures, retaining walls, parking, walls and all other site improvements, with details.
 - 7.2.2.2 Existing and proposed grades and contours including floor elevations, existing structures and topography, survey base line, bench marks and boring locations.
 - 7.2.2.3 Landscaping and planting.
 - 7.2.2.4 All utility service lines, systems and structures for electricity, gas, oil, water, steam, telephone, sanitary and storm drainage including size, composition, grades and directions of flow. A separate site drawing to show utilities on projects with extensive layouts and details shall be required.
 - 7.2.2.5 The Designer shall certify, in writing, to the Official that all applicable local, state and federal officials have been contacted regarding each utility connection and that the department responsible for permits or connection approval has agreed to the systems use.
 - 7.2.2.6 Contract Limit Line and storage area for construction materials.
 - 7.2.2.7 All Existing foundations, obstructions and other physical characteristics of the Site that may affect the construction work.
 - 7.2.2.8 A current Site survey.

- 7.2.3 Include demolition drawings and temporary work required.
- 7.2.4 Architectural drawings shall include at a minimum:
 - 7.2.4.1 Floor plans of each floor, including basement and attic with room and corridor dimensions, wall thickness, column locations, floor elevations, mechanical and electrical openings, door and window designations, partition types, floor materials, built in furniture and equipment, keyed to other architectural drawings. All rooms numbered.
 - 7.2.4.2 Large-scale floor plans where required to illustrate detailed requirements of rooms.
 - 7.2.4.3 Roof plans showing openings, drainage, slopes, expansion joints and all projections, including equipment.
 - 7.2.4.4 Key plans on all floor plans and section drawings, where appropriate.
 - 7.2.4.5 Building sections as required showing spatial organization of building, but no less than one longitudinal and one transverse.
 - 7.2.4.6 Building elevations. All building elevations shall be fully developed and hidden elevations shall be shown. Elevations shall be shown clockwise, unfolded starting at main entrance elevation.
 - 7.2.4.7 Full height wall sections indicating dimensions, flashing, anchorage, reinforcing, coursing, cladding, and all other conditions at wall, roof, foundation, interior floors, etc.
 - 7.2.4.8 Exterior details, for roofing, flashing, expansion control and construction joints, water-stops and other details showing all conditions both vertical and horizontal, including schedules.
 - 7.2.4.9 Door, window, entrance, and storefront, schedules, and details.
 - 7.2.4.10 Vertical circulation plans, sections and details including stairs, elevators, escalators, conveyors, dumbwaiters.
 - 7.2.4.11 Interior Elevations of all significant and typical spaces.
 - 7.2.4.12 Interior details including casework, paneling surfacing and acoustical treatment.
 - 7.2.4.13 Reflected ceiling plans coordinated with fire protection, mechanical and electrical drawings, and ceiling detail.
 - 7.2.4.14 Schedules, clearly defining new or existing:
 - a. Doors
 - b. Equipment, e.g. for service
 - c. Partitions
 - d. Finishes
 - 7.2.4.15 The Designer shall prepare color sketches of elevations if any significant changes have been made to the originally approved materials/color.
- 7.2.5 Structural drawings shall indicate the following:

- 7.2.5.1 Boring plans with dates, elevation water level, and bottom grades for footings and slabs plotted.
- 7.2.5.2 Foundation plan with bottom grades showing layout of all footings, walls, slabs on grade including reinforcing, grade beams, and columns; include design soil bearing pressures and live loads for each area.
- 7.2.5.3 Floor and roof plans of structural systems including framing, grades of finished floors and depressed areas, with locations and dimensions for all openings. Also indicate design floor loads.
- 7.2.5.4 Complete foundation wall elevation and typical sections, with reinforcing indicating location, dimensions and grades for all footings, steps and wall openings.
- 7.2.5.5 Complete details and section with dimensions for all construction including expansion and construction joints, reinforcing and other embedded items.
- 7.2.5.6 Schedules with dimensions for all lintels, beams, joists and columns.
- 7.2.5.7 Unless detailed on the Drawings, the following information shall appear in the general notes. Sheet S-1: class and 28 day strength of concrete for each portion, structural steel and concrete reinforcing design stresses for each type of structural member, concrete cover for each type of structural member, shrinkage and temperature steel requirements, reinforcing laps for main reinforcing and temperature steel; bend-point, cutoff, and hook locations for all members, minimum beam and lintel bearing. Reinforcing steel fabrication shall be in accordance with most recent ACI, "Manual of Standard Practice for Detailing Reinforced Concrete." Structural steel fabrication shall be in accordance with the AISC "Manual of Steel Construction."
- 7.2.6 Fire protection drawings shall indicate standpipe systems, sprinkler systems, access panel, fire pumps, accessories, and piping.
 - 7.2.6.1 Fire protection work, other than site work, shall not be combined on the same sheets with the Plumbing, HVAC, Electrical, or other drawings except with the prior approval of the Official.
- 7.2.7 Plumbing drawings shall indicate the following:
 - 7.2.7.1 All work done by the Plumbing Subcontractor, which includes all water, gas, air, vacuum, medical gases, sanitary and storm wastes, and accessories. Foundation drain lines are the work of the General Contractor and shall not be indicated on the Plumbing Drawings. Site utilities shall be indicated on the utility drawings.
 - 7.2.7.2 Plumbing work, other than site work, shall not be combined on the same sheets with the Fire Protection, HVAC, Electrical, or other drawings except with the prior approval of the Official.
 - 7.2.7.3 Trapping and venting of all plumbing fixtures, including floor drains.
 - 7.2.7.4 Water and gas supply sources, storm and sanitary discharge mains.
 - 7.2.7.5 All piping shall be carefully sized and all sizes shall be indicated on drawings and

riser diagrams. Indicate all directions of flow and pitch on piping.

7.2.7.6 All accessories, valves, fixtures including all drinking fountain, grease traps for kitchen waste and all necessary panels, identified as to type and size.

7.2.7.7 Acid waste and vents for laboratories.

7.2.7.8 Plumbing legend and/or graphical symbols on the first sheet of the plumbing drawings in accordance with the American National Standards Institute (ANSI).

7.2.7.9 Plumbing riser diagrams for structures two or more stories in height above the ground level.

7.2.7.10 Domestic water booster pumps, boiler feed water, meter location, hose bibs.

7.2.7.11 Hot water: storage tanks, piping material, hanger details.

7.2.7.12 Backflow preventers, and cleanouts. Verify that access and clearance provisions for periodically inspected devices, including backflow prevention, is adequate to satisfy requirements of inspecting agencies.

7.2.8 Heating, Ventilating and Air Conditioning Drawings shall indicate the following:

7.2.8.1 Site utilities shall be indicated on the utility drawings.

7.2.8.2 HVAC work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, Electrical, or other drawings except with the prior approval of the Official.

7.2.8.3 All piping and ductwork systems shall be located and sized.

7.2.8.4 All systems shall be sized at all reductions and riser diagrams of piping and duct systems shall be indicated.

7.2.8.5 All directions of flow and pitch on piping, and direction of flow, volumes for duct systems shall be indicated.

7.2.8.6 All large items of equipment shall have sufficient servicing and/or replacement space indicated on drawings.

7.2.8.7 All equipment, accessories, valves and dampers with all necessary access panels, identified as to type and size. Access panels, where required for access to valves and dampers etc., shall be indicated on drawings.

7.2.8.8 Cooling system pumps, chillers, cooling towers, air handling units, ductwork system and dampers, fan details, temperature control system, air and hydronic balancing equipment, and schedules shall be indicated.

7.2.8.9 Cooling tower design shall be indicated on the drawings showing site location, elevations and floor plan of equipment layout and typical flow diagram as related to the total HVAC system.

7.2.8.10 All fire and smoke dampers, access panels and doors.

7.2.8.11 Mechanical room designs:

- a. Vent pipes for safety valves, relief valves, back-pressure valves and tanks shall be extended above flat roofs in accordance with all governing authorities.
- b. In all designs for boiler and refrigeration plants, include a complete floor plan indicating location of all major mechanical equipment and sufficient service space.
- c. In designs of new and/or replacement boiler and refrigeration plants, provide a flow diagram detailing steam or hot water distribution systems, return systems, including all existing equipment and their function, as well as any proposed expansions with all necessary instrumentation and controls.

7.2.8.12 All ductwork shall be shown double line unless otherwise approved in writing by the Official.

7.2.9 Electrical Drawings shall indicate the following:

7.2.9.1 Site utilities shall be indicated on utility drawings.

7.2.9.2 Electrical work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, HVAC, or other drawings except with the prior approval of the Official.

7.2.9.3 General arrangement: Outline layout of each floor. Typical sections through the structure, floor and ceiling heights and elevations, and type construction, including concrete pads shall be indicated. Indicate interface with other systems. Identify any work by the General Contractor or other trades.

7.2.9.4 Interior lighting system: Type or wiring, light fixture schedules, location and mounting heights of all fixtures, receptacle and switch outlets, sizes and types of all lamps, conduits, all other accessories and riser diagrams shall be indicated on the drawings. Indicate details and method of supporting electrical fixtures and conduits. Designer shall specify that all electrical lighting fixtures be supported from the building structure, and shall be independent of ducts, pipes, ceilings and their supporting members.

7.2.9.5 Power system: Locations, types and method of control for all motors, heaters, appliances, controllers, starters, branch circuits, feeder conductors and conduits. Indicate riser diagrams. Show details and indicate method of supporting electrical conduit. For larger projects, thermostats and control wiring are normally covered under the HVAC sub-contract.

7.2.9.6 Signal systems: Locations and types of all outlets and equipment, service connections, wiring diagrams, all other essential details.

7.2.9.7 Services: Location and details of all services, whether overhead or underground, feeder sizes, plans and elevations of switchgear and transformers, metering and service switchboard arrangements, wiring and ground fault diagram and bus ducts.

7.2.9.8 General and sub-stations: Location, size, method of connection and protection of all generators, transformers, exciters, motor generators, switch gear, and associated equipment, current characteristics and equipment capacities. Indicate equipment connections by means of one line and/or wiring diagrams and schedule all major items of equipment and all instruments.

7.2.9.9 Underground work: The size and locations of manholes and types of cables, number, size and location of ducts, locations, sizes and types of cable supports,

fireproofing, duct line profile, and one line diagram of connections. All underground chambers, including manholes and pull-boxes, shall be constructed of cast in place or one-piece pre-cast concrete.

7.2.9.10 Pole line work: Location, length, treatment and class of poles, guying, cross-arms, insulators, circuiting, transformers, protective and switching devices, lightning arresters, special structures, diagrams, current characteristics and grounding.

7.2.9.11 Exterior lighting: Location size, and type of transformers, luminary, poles, light standards, cables, ducts, and manholes, details of control equipment and connection diagrams.

7.2.9.12 Emergency system details including transfer switch, type of fuel.

7.2.9.13 One line diagram indicating load KVA, and available short circuit amperes at each transformer, switchboard, distribution panelboard, branch circuit panelboard, and at major pieces of equipment.

7.2.9.14 Riser diagrams for all systems.

ARTICLE 7.3 PROJECT MANUAL REQUIREMENTS:

7.3.1 The format for the specification shall be the current edition of the CSI Masterformat.

7.3.2 Cover sheet to be provided by Official.

7.3.3 The following general information applies to the development of the final Specification:

7.3.3.1 Describe the extent of the work, the materials and workmanship, in sufficient detail to permit fixed-price bids in open competition for construction of the Project in compliance with M.G.L. Chapter 149, §§44A-44J and Chapter 30, §39M, and include the work under the proper Section. If any portion of the work included in a Section of the Specifications is to be performed by a trade covered by another Section, there shall be clear and distinct cross-referencing between the Sections. Merely to state "by others" is not acceptable.

7.3.3.2 Provide for full competition for each item of material to be furnished. Bidders shall not be required to submit proposed "or equal" products for approval prior to the bid date.

7.3.3.3 Comply with M.G.L. Chapter 30, §39M by providing for either a minimum of three manufacturers of material or a description of material which can be met by a minimum of three manufacturers, or for an approved equal to that named or described.

7.3.3.4 Specify materials mined or manufactured in Massachusetts whenever possible.

7.3.3.5 Do not use general clauses intended to be all-inclusive in lieu of complete descriptions.

7.3.3.6 Do not duplicate standard requirements that are contained in the contract form.

7.3.3.7 Use consistency throughout, the word "will" shall be used to designate what the

City or the Designer can be expected to do, and the word "shall" will be used to designate what is mandatory for the Contractor to do.

7.3.3.8 Use the same term throughout for the same subject, and the term shall be the same as that used on the drawings.

7.3.3.9 Do not use the term "etc." or any other catch phrase.

7.3.3.10 Avoid such terms as "to the satisfaction of the Designer", "as directed by the Designer", "as approved" and "as required".

7.3.3.11 Specify work in appropriate Sections according to local trade jurisdiction.

7.3.3.12 Avoid the use of the following symbols:

<u>Symbol</u>	<u>Use Instead</u>
#	number or pounds
%	percent
"	inch
x	by
'	feet
+	plus
-	minus
o	degree
/	per or at

7.3.3.13 In Sections for which filed sub-bids are required, refrain from using such terms as "the Contractor," the "Heating Contractor" or "the Plumbing Contractor," but where necessary for clarity refer to the "HVAC Subcontractor," the "General Contractor" and so on.

7.3.3.14 Do not give numbers both in words and figures. Numbers less than 10 shall be written in words, 10 and higher numbers shall be written in figures. In expressing dimensions, figures such as 2 inches, 7 feet, 6 inches, shall be used.

7.3.3.15 Each filed Sub-bid Section shall detail all labor and materials required by the particular sub-trade and list, by number, those drawings indicating work of that sub-trade. In addition, list drawings indicating work of a particular trade that appear on drawings that are not customarily included in the work of that trade.

7.3.3.16 Do not specify that a product or system shall require pre-qualification for use prior to bidding.

7.3.4 Special Specification Requirements:

7.3.4.1 Proprietary products shall not be specified except as provided by Section 39M, Chapter 30 of the Massachusetts General Laws.

7.3.4.2 Alternates, if approved in writing by the Official, shall be properly described and cross-referenced in the specifications and drawings. An alternate proposal sheet shall be prepared by the Designer for insertion into the Contract Form.

7.3.4.3 Allowances are prohibited by M.G.L. Chapter 149, §44G.

7.3.4.4 Unit price items, if permitted or ordered by the Official, shall be properly described

in the Specifications. A unit price proposal sheet shall be prepared for the General Contractor's proposal in accordance with the form shown herein. When a unit price item is the work of a Filed Sub-Bidder, information shall be included in the applicable Section with instructions for the Sub-Bidder to insert the unit price amounts in the proposal sheet attached to the Form for Sub-Bid.

7.3.4.5 Staging, scaffolding cutting and patching, and demolition work allocation policy and proposed language shall be discussed with the Official at the beginning of Construction Documents Phase.

7.3.4.6 Specification Writers shall consult with Public Facilities Department for any special requirements to provide within specifications sections for warranties, maintenance services, maintenance instructions, replacement materials and other requirements defined therein.

ARTICLE 7.4 ESTIMATE AND ANALYSIS OF CONSTRUCTION COST:

7.4.1 The Designer upon written direction from the Official, and when the Drawings and Project Manual have become sufficiently advanced, shall provide to the Official an estimate and analysis of the construction cost and duration in accordance with the requirements of Contract Article 3, Paragraph 3.7.5.

7.4.2 During the Construction Documents Phase, cost estimates shall be in complete detail with totals for each Section of the Specifications as noted. Cost estimates shall include complete breakdown of each Section including Fire Protection, Plumbing, HVAC, and Electrical, indicating materials, labor, units, unit costs and total cost. The total cost shall include in the labor item all insurance, state and federal payroll taxes, and any payments to unions. The total cost for each Section shall include all General Contractors' and Subcontractors' overhead and profits.

7.4.3 Cost estimates in the Construction Documents phase shall be prepared by competent estimators. The estimator is subject to the Official's approval.

7.4.4 The date of the estimate shall be the date of the submittal. The detailed estimate cost shall not be projected.

7.4.5 The summary sheets shall be developed, which shall contain the following:

7.4.5.1 The date that the estimate was prepared, i.e. the Value Date.

7.4.5.2 The anticipated bid date.

7.4.5.3 The PFD Project Name and PFD Project Number.

7.4.5.4 The title and location of the project.

7.4.5.5 The name of the Designer.

7.4.5.6 The name of the Estimator.

7.4.5.7 The site cost (including all utilities).

7.4.5.8 The building cost (including fixed equipment).

7.4.5.9 The estimated construction cost of each Section of the work, totaled.

7.4.5.10 The costs of Item 1 and Item 2 work, included in the General Contractor's bid forms, shall be individually totaled.

7.4.6 In order to maintain uniformity in computation and consistency of both the gross and net square foot areas of buildings, they shall be determined in the following manner:

7.4.6.1 Gross Area: The area included within the outside faces of the exterior walls for all stories. Custodial areas such as janitor closets, building maintenance and building employees' locker rooms, circulation areas such as corridors, lobbies, stairs, and elevators, and mechanical areas such as those designated to house mechanical and electrical equipment, utility services, and non-private toilets shall be considered as part of the gross area, but not part of the net area.

7.4.6.2 Net Areas: In general, those areas that have a specific assignment and functional use as determined by the type of facility, including, but not limited to, special use areas such as cafeterias, auditoriums, bed patient rooms and classrooms. These shall be measured from the inside finish of permanent outside walls to the inside finish of corridor walls, and to the center line of intermediate partitions.

7.4.6.3 All three Submissions in this Phase shall include an updated space measurement analysis in Excel format of all program spaces and all other floor areas in the Project showing the square footage of each, and indicating any variations from the approved Program, if any, and the approved Design Development Plans.

7.4.6.4 The net square foot cost of the building.

7.4.7 The cubage of the building will generally not be required, except for demolition projects.

7.4.8 The cubage of demolition projects shall be the gross area of the building times the following:

7.4.8.1 Heights: From bottoms of lowest floors to highest points of flat roofs, or to half-heights of pitched roofs.

7.4.8.2 Cubage of Porches: One-half height multiplied by area.

7.4.8.3 Cubage of Steam Trenches and Utility Tunnels: One-half of volume.

ARTICLE 7.5 ASSISTANCE WITH CONTRACT DOCUMENTS DURING BIDDING:

7.5.1 See General Conditions, Contract Article 3.7.7, for a detailed description of these services.

END OF CONTRACT ARTICLE 7 – SERVICES DURING THE CONSTRUCTION DOCUMENTS PHASE

**CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT
CONTRACT FOR DESIGN SERVICES**

ARTICLE 8 SERVICES DURING THE CONSTRUCTION ADMINISTRATION PHASE:

Upon the award of the Construction Contract the Designer and its Consultants shall perform the following specific tasks for the purposes of ensuring construction quality, cost control, schedule control, compliance with the City's obligations under the Construction Contract and protecting the City against defects and deficiencies in the Work on the Project.

ARTICLE 8.1 WRITTEN COMPONENTS

8.1.1 The Designer shall provide assistance to the Official during the construction of the Project and shall administer the construction contract for the Project in accordance with the scope provided in this Contract Article 8 and the duties and responsibilities of the Designer as specified in Article 2.1 and in the General Conditions and Supplementary Conditions, if any, of the City's Construction Contract. The Designer's responsibility under this Contract Article 8 shall commence upon the issuance of the notice of award of the Construction Contract and shall continue until the City makes final payment to the Construction Contractor.

8.1.2 The duties, responsibilities and limitations of authority of the Designer shall not be restricted, modified or extended without the written agreement of the Official and the Designer. The Designer shall advise and consult with the Official during construction until the City has made the final payment to the Construction Contractor. The Designer has authority to act on behalf of the City only to the extent provided in the Contract Documents unless otherwise modified in writing.

8.1.3 The Designer shall ensure that he fulfills his obligations with regard to the provisions and timing requirements of M.G.L. Chapter 30, §39P during construction, concerning his making decisions on interpretations of the specifications, approval of equipment, material or any other approval, or progress of the construction. The Designer shall obtain the written endorsement of the Awarding Authority on all written decisions or interpretations that are to be issued to the Construction Contractor, prior to issuance.

8.1.4 The Designer shall prepare all necessary supplementary details and clarifications, review and approve all materials and Shop Drawings and other Submissions of the Construction Contractor as required by the Construction Contract for conformance with the design concept of the Project, and for compliance with the information given in the Construction Documents Phase and; review and approve standards of workmanship and, in the case of unusual or novel aspects of the Work, review and approve methods and techniques of construction; and check, report on, and, upon approval of the Official, make the necessary details for changes in the Work.

8.1.5 The Designer shall prepare and issue formal conference notes of all meetings attended by the Designer with the Construction Contractor, and of any other meeting as requested by the Awarding Authority, whether representatives of PFD attend or not. The Designer shall issue these formal conference notes within three (3) business days of the meeting.

8.1.6 The Designer shall assist the Official in any necessary meetings, reviews or presentations conducted prior to the start of construction in the field.

8.1.7 The Designer shall, in addition to attending job progress meetings, visit the site at such times as the progress of the construction requires or as otherwise agreed by the Official and Designer in writing but not less than once per week, become familiar with the progress and quality of the Work, and to see that the Work is being performed by the Construction Contractor in accordance with the requirements of the Construction Contract; the Designer shall also ascertain whether the Construction

Contractor is maintaining accurate up-to-date As-Built Drawings at the Site, in accordance with the terms of the Construction Contract and report all of its observations and conclusions in writing to the Official. If the Designer determines that the Construction Contractor is not maintaining these drawings, the Designer shall notify the Official in writing, accordingly. The Designer shall require that each Consultant employed make visits to the Project Site, no less frequently than once a week, during the progress of any Work to which that Consultant's services relate, and to report their observations and conclusions in writing to the Designer with a copy to the Official. Reports of the Designer shall also reflect the Designer's review of all reports of their Consultants, and shall address and comment on said Consultant reports.

8.1.8 In regard to Shop Drawing Control, the Designer shall review, process and track Shop Drawing Submittals from the Construction Contractor in accordance with the general guidelines as follows.

ARTICLE 8.2 SHOP DRAWING AND SUBMITTAL CONTROL SCHEDULE

8.2.1 After the Construction Contract has been awarded, the Construction Contractor will provide Shop Drawing Control Schedule information as required, in a format acceptable to the Official. This information will be provided to the Designer and will consist of the following for each planned Shop Drawing Submission:

- + Technical Specification Division number
- + Equipment/Material Drawing Title/Description
- + Manufacturer/Supplier
- + Scheduled Submittal Date

Upon receipt of this information, the Designer will conduct a thorough review to determine such factors as, but not limited to (1) has the Construction Contractor identified all required shop drawing submittals, (2) are any manufacturers/suppliers recommended which the Designer objects to, (3) are the planned submittal dates in support of the Construction Contractor's Progress Schedule. This review must be completed within ten (10) business days.

Upon completion of this review, the Designer will provide comments to the Construction Contractor in the case of deficient information, and enter all acceptable/correct information into the Shop Drawing Control Schedule. When all information has been entered into this Schedule, the Designer shall issue two (2) copies of the completed Schedule to PFD, within five (5) business days after the completion of the Designer's review.

The Designer shall maintain/update the Shop Drawing Control Schedule throughout the entire Construction Contract period, and issue a progress status copy to PFD every 2 weeks. The Designer shall bring this Schedule to all Job Progress Meetings with the Construction Contractor, and shall present the status of all active and overdue submittals.

The Designer shall ensure that the Shop Drawings, which are designated as requiring "PFD Design Review" in the Shop Drawing Control Schedule, are submitted to PFD Design Review prior to returning them to the Construction Contractor within the time period specified by the Official.

The Designer shall provide one (1) copy of all shop drawing submittals clearly showing the Designer's comments and disposition status which have been returned to the Construction Contractor, within three (3) business days of issuance to the Construction Contractor.

The Designer shall coordinate all color selections proposed through shop drawings or other submittals, and any variations to previously approved color selections and shall review final color selections with the Official. If directed by the Official the Designer shall provide the General Contractor/Painting Subcontractor with samples and color chips.

ARTICLE 8.3 MEETING NOTES:

8.3.1 The Designer shall compile typed meeting notes for every meeting with the City. These meeting notes shall be distributed by the Designer to all attendees no later than three (3) business days after the meeting.

ARTICLE 8.4 CHANGE ORDERS:

The Designer shall consult with the Official concerning Change Orders to the construction contract, if any, during the progress of the construction; and the Designer shall prepare, process and review such change orders in accordance with the following:

8.4.1 Change Order Log. The Designer shall maintain a Change Order Log form as approved by the Official for the entire period of the Construction Contract. This form will be filled out by the Designer and delivered to the Official at every job progress meeting.

8.4.2 Change Order Proposals. Whenever, for any reason, the Contractor delivers a change order proposal to the City or to the Designer, the Designer shall promptly consult with the Official. The Designer shall inform the Official of its concurrence with or rejection of the Construction Contractor's proposal in writing. The Designer shall review and analyze all change order proposals and shall submit its report in writing to the Official within five (5) business days after the Designer receives the change order proposal. The Designer's review and analysis shall address the following elements:

- A. Entitlement Analysis determination if the Contractor's change order proposal is valid under the Construction Contract Documents.
- B. Technical basis/rationale.
- C. Reason for change.
- D. Affected section(s) of the construction plans and specifications.
- E. Applicable section/paragraph of Section 00 70 00 - General Conditions of the Construction Contract which governs or is applicable.

If requested by the Official, the Designer shall prepare an independent check estimate covering the scope of the proposed change, at no increase in Compensation for the services, which will address cost as well as schedule impacts, as follows:

- A. Analysis of prices/costs/wage rates for consistency with local standards and requirements of the Contract Documents.
- B. Analysis of supporting data/backup substantiating all costs and schedule impacts.
- C. Analysis of labor work hours (i.e. unit installation rates, proper crafts) and equipment requirements.
- D. Analysis of all indirect and supplemental costs and fee calculations.
- E. Determination of conformance of all pricing with the Construction Contract Documents requirements.
- F. Analysis of scope of the change
- G. Analysis of the impact on the Contractor's Progress Schedule, as determined by an analysis of the Progress Schedule.

8.4.3 Once a change order proposal has been accepted or agreed to by the Official, the Designer shall assist the Official in the processing and execution of the Change Order.

ARTICLE 8.5 CONSTRUCTION PROGRESS SCHEDULE ANALYSIS:

8.5.1 The Designer shall submit to the Official, in a form satisfactory to the Official, weekly reports as to the progress of the construction and performance of the Work by the Construction Contractor. The Designer shall perform Progress Schedule Analysis of the Construction Contractor's Schedule, in accordance with the general guidelines as follows:

8.5.1.1 The Construction Contractor is required to submit either Barchart or CPM-format Progress Schedules in accordance with the requirements of the construction contract documents, Specification Section 01 32 16 or 01 32 17 - Progress Schedule. The Designer shall perform reviews and analyses of these submittals in accordance with the requirements (scope of review and timing provisions) of Specification Section 01 32 16 or 01 32 17, and shall, as a minimum, address the following issues/elements in each Schedule Review as they relate to either Bar Chart or CPM Schedules:

- A. Conformance of the Schedule Submittals with the requirements of Specification Section 01 32 16 or 01 32 17.
- B. Determination of critical, and sub-critical paths.
- C. Inclusion of appropriate activities for all necessary activities by the Designer and PFD.
- D. Proper durations for all activities of the Designer and PFD.
- E. Inclusion of any float suppression techniques by the Construction Contractor in the Schedule.
- F. Determination that the Schedule is in accordance with the Contract Time requirements of the construction contract.
- G. Inclusion of the full scope of the Work in the Construction Contractor's Schedule.
- H. Determination that all intermediate or completion milestones, as required by the construction contract, are included in the Schedule.
- I. Inclusion of all Schedule supporting elements from the Construction Contractor (e.g., progress curve, labor profiles, etc.).

8.5.1.2 Upon completion of the Designer's review of the Construction Contractor's Progress Schedule, the Designer shall review the findings and results with the Official. The Designer shall then return the submittal to the Construction Contractor with all appropriate comments.

8.5.1.3 If the Construction Contractor fails to submit the Schedules as required by Specifications Section 01 32 16 or 01 32 17 within the time requirements as stated therein, the Designer shall immediately notify the Official in writing within two (2) business days of the required submittal date.

8.5.1.4 The Designer shall maintain appropriate files of all Schedule reviews by submittal. These files shall be available to the Official at all times.

8.5.1.5 The Designer shall notify the Official in writing as to who will perform the analyses of the general contractor's Schedule submittals as part of the Scope of Services for the Construction Administration Phase, prior to the receipt of the first Schedule. If the Official objects to the proposed person, the Designer shall propose a substitute, as either a person within the Designer's employ, or as a Consultant.

ARTICLE 8.6 APPLICATION FOR PAYMENT:

8.6 The Designer shall upon receipt of applications for payment from the Construction Contractor, date stamp the same and shall, within three (3) business days of receipt, review, certify, sign and submit to the Official, in a form satisfactory to the Official, such certificates of progress as the Official may require to enable the City to make payments to the Construction Contractor.

ARTICLE 8.7 OPERATION AND MAINTENANCE MANUALS:

The Designer shall review, process and collect all Maintenance Manuals and Drawings required to be submitted by the Construction Contractor, in accordance with the general guidelines as follows:

8.7.1 Upon Substantial Completion of the Work, the Construction Contractor shall submit all required Operation and Maintenance Manuals and Drawings, in accordance with the requirements of the construction contract documents, to the Designer for review. The Designer shall review these documents and return them to the Construction Contractor with any necessary comments. The Construction Contractor shall revise the documents accordingly, until satisfactory to the Designer, as evidenced by the Designer's written approval.

8.7.2 The Designer shall ensure that the Construction Contractor has submitted and prepared all manuals, instructions, guidelines, guarantees, certificates of inspection and all other required documents necessary for the maintenance and operation of all mechanical, electrical and instrumentation systems/equipment associated with the Project and all other identified in the construction contract documents.

8.7.3 Upon receipt of all required documents from the Construction Contractor, the Designer shall deliver them to the Official prior to the Designer's recommendation for final payment to the Construction Contractor. In addition, the Designer shall provide the Official with a signed certification stating that all Maintenance and Operations Manuals and Drawings required by the construction contract documents for the Project are included in the documents delivered to the Official.

8.7.4 Interior Finishes Handbook: Upon Substantial Completion of the Work, the Designer shall provide two (2) copies of a handbook to the City and the Using Agency listing all paint and material colors/numbers, finish and type and their location throughout the Project.

ARTICLE 8.8 PROJECT COMPLETION:

The Designer is required to assist the Official with the completion of the Project, conduct semi-final and final inspections, and in making determinations that all Work has been completed in accordance with the Construction Contract documents. The Designer shall, as a minimum, perform the tasks necessary to determine Substantial Completion and Final Completion of the Work in accordance with the general guidelines as follows:

8.8.1 Contract Close-out Procedures:

8.8.1.1 Review record drawings provided by the Construction Contractor as described in the Construction Contract General Conditions Section 00 70 00 in Sub article 4.19.

8.8.1.2 Upon notification by Construction Contractor that the Project is substantially complete conduct a semi-final inspection.

8.8.1.3 Establish a final punch list and monetize same.

8.8.1.4 Recommend amount of the Substantial Completion payment to the Construction Contractor.

8.8.1.5 Obtain all operations and maintenance data as described in the previous Section.

8.8.1.6 Obtain all guarantees and warranties beyond the normal one-year guarantee.

8.8.1.7 Ensure that appropriate documentation is submitted and proper final inspections have taken place to secure an Inspectional Service Department (ISD) Occupancy Permit.

8.8.1.8 Sign final acceptance papers. Sign an affidavit of compliance that certifies that the construction has been inspected and that it complies with the construction contract documents

and all the regulations of the Massachusetts Building Code, as required by the Official.

8.8.1.9 If required by the Official, assist the City by evaluating the Construction Contractor's performance as required by the Commonwealth's Division of Capital Asset Management (DCAM) and submit the evaluation to the Official.

ARTICLE 8.9 CONSTRUCTION CONTRACT DISPUTES:

8.9 The Designer shall promptly inform the Official in writing of any and all disputes submitted by the Construction Contractor within seven (7) days of any such submission.

ARTICLE 8.10 PROJECT RECORD DOCUMENTS:

8.10.1 Within thirty (30) days after Substantial Completion of the Work, the Designer shall deliver to the Official in a format approved by the Official one (1) complete set of Record Documents. The Designer shall review, process and collect all Record Documents associated with the construction of the Project, whether they are to be developed by the Designer or the Construction Contractor, in accordance with the following general guidelines.

8.10.2 Upon Substantial Completion of the Work, the Construction Contractor shall submit the following Record Documents to the Designer for review. The Designer shall review these documents and return them to the Construction Contractor with any necessary comments. The Construction Contractor shall revise the documents accordingly, until satisfactory to the Designer, as evidenced by the Designer's written approval endorsed thereon the Record Document. The Designer shall certify in writing to the Official that all Record Documents accurately reflect the Project as built for all trades/disciplines. The Record Documents shall consist of, but not be limited to, the following types of data:

8.10.2.1 Contract Drawings

8.10.2.2 Contract Specifications

8.10.2.3 Addenda

8.10.2.4 Change Orders

8.10.2.5 Field Orders from the Designer

8.10.2.6 Test Records

8.10.2.7 Construction Photos

8.10.2.8 All approved Submittals including all Shop Drawings, properly annotated

8.10.3 After the Designer has approved the Construction Contractor's Record Documents, the Designer shall instruct the Construction Contractor to make reproducible transparencies of Record Drawings on .004 mil polyester base mylar, using a film negative. These reproducible shall be a wash-off process. Diazo or sepia process will not be acceptable.

8.10.4 The Designer shall periodically verify during the progress of the Construction Contractor's work that the contractor is preparing and maintaining the required Project Record Document. If the Designer determines that the Contractor is not preparing and maintaining these Documents, the Designer shall so inform the Official in writing within seven (7) days of this determination.

8.10.5 The Designer shall have the authority to reject any Work that does not conform to the construction contract documents.

8.10.6 The Designer shall not be responsible for construction means, methods, techniques, sequences or procedures, other than in connection with unusual or novel aspects as approved by the Designer, or for safety precautions and programs in connection with the Work.

**END OF CONTRACT ARTICLE 8 - SERVICES DURING THE CONSTRUCTION
ADMINISTRATION PHASE**

**CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT
CONTRACT FOR DESIGN SERVICES**

ARTICLE 9 SERVICES DURING THE POST-CONSTRUCTION PHASE:

Following the final payment to the Contractor by the City, and upon receipt of a Notice to Proceed with Post-Construction Phase Services, the Designer and its Consultants shall meet with the City, if required by the Official, to arrive at a mutual understanding of the Services required during the Post-Construction Phase. The Designer shall at a minimum be required to perform the following specific tasks.

ARTICLE 9.1 GENERAL POST-CONSTRUCTION SERVICES:

9.1.1 After the final payment has been made to the Contractor, the Designer shall provide assistance to the Official in accordance with both the requirements of this Article 9 and the duties and responsibilities of the Designer as specified in Contract Article 2.1 and in the General Conditions and Supplementary Conditions, if any, of the City's Construction Contract.

9.1.2 The Designer's responsibilities under this Article 9 shall continue until, in the opinion of the Official, all of the Designer's required duties and responsibilities have been satisfactorily completed in accordance with the terms of the Contract Forms.

9.1.3 The Designer shall consult with and advise the Official during the Post-Construction Phase of the Project, and shall have the authority to act on behalf of the City only to the extent provided in the Contract Documents, unless otherwise approved in writing by the Official.

ARTICLE 9.2 SPECIFIC POST-CONSTRUCTION SERVICES:

9.2.1 In accordance with Article 2.1 the Designer will perform those responsibilities assigned to the Designer that are contained in the General Conditions of the City's Construction Contract including but not limited to: assisting the City in the post-project evaluation of the Contractor and Sub-Contractors if required by the Official; receiving, reviewing and commenting on all of the operations, service and maintenance manuals and instructions for equipment received from the Contractor; receiving, reviewing and commenting on the Record Documents received from the Contractor and returning them to the Contractor following the Designer's review; conducting both a semi-final and final inspection of the Work and giving written notice to the Contractor of any items of incomplete or Defective Work.

9.2.2 The Designer shall be required to keep and maintain records of the Project after receipt of final payment in accordance with the requirements contained in Article 3.6.6.1 of this Contract.

9.2.3 The procedures that the Designer shall follow in connection with the close-out of the Construction Contract for the Project that are further described in Article 8.8.1 of this Contract include: the review of the Record Drawings; conducting both a semi-final and final inspection of the Work; creating a final monetized punchlist of incomplete and defective work; obtaining all operations and maintenance data; insuring that all required documentation and inspections have been completed to obtain a Certificate of Occupancy for the Project; signing an Affidavit of Compliance that the construction has been inspected and that it complies with both the Construction Contract Documents and the Commonwealth of Massachusetts Building Code.

The Designer shall deliver a set of the Record Documents to the Official within thirty (30) days following the date of Substantial Completion of the Project, together with the certification of the Designer required by Article 8.10.1 of this Contract that the Record Documents accurately reflect the Project as built.

END OF CONTRACT ARTICLE 9 – SERVICES DURING THE POST-CONSTRUCTION PHASE

**CITY OF BOSTON PUBLIC FACILITIES DEPARTMENT
CONTRACT FOR DESIGN SERVICES**

ARTICLE 10 ADDITIONAL SERVICES:

ARTICLE 10.1 PERFORMANCE OF ADDITIONAL SERVICES:

10.1.1 The Official may, at any time, direct the Designer in writing to perform certain Additional Services that are not covered by the scope of Basic Services. The Designer shall immediately commence the respective Additional Service upon receipt of such written direction from the Official. The scope of any such Additional Services shall be as described in this Article, other Contract Articles, or as otherwise described in writing by the Official.

10.1.2 Upon receipt of the Official's written direction regarding the performance of certain Additional Services for which no Compensation is provided in Contract Article 2, the Designer shall within five (5) business days provide the Official with a written estimate of the costs associated with that Additional Service.

10.1.3 The Additional Services outlined in this Article represent and are to be construed solely as representative Additional Services. The Contract shall include only those Additional Services for which separate Compensation is provided in the Basis of Compensation or negotiated between the Official and Designer. Nothing contained in the Contract Forms shall obligate nor shall be construed as placing an obligation on the City to authorize performance of any Additional Services.

10.1.4 The Designer shall render the following Additional Services, for which the City shall pay the extra compensation hereinafter specified, provided that the Designer shall not render and shall not be required to render any services under this Article, the cost of which exceeds or would exceed the compensation available under Article 2.4.3 unless an Amendment to this Contract increasing said compensation is executed by the parties. Compensation for Additional Services accruing under this contract shall be paid by the City monthly upon submission to the Official of the Designer's detailed invoice therefore.

10.1.5 Upon written direction from the Official, and only if not already included under the Scope of Basic Services, the Designer shall employ the services of the following specialists in preparation of plans, designs, drawings and construction documents:

- Survey and Borings
- Testing and Inspection
- Presentation Models
- Graphics and Signage
- Traffic
- Acoustical
- Security
- Food Service
- Technology and Communications
- Community Presentations
- Analysis With Pre-Qualification of Bidders
- Other Specialists or Services as directed by the Official

ARTICLE 10.2 SURVEY OF SITE CONDITIONS:

10.2.1 If directed by the Official in writing, the Designer shall furnish to the Official a complete and accurate topographic survey of the site and drawings of the existing buildings. The survey shall include the immediate surrounds, the rights, restrictions, easements, boundaries, and contours of the site, or reports from any borings, test pits, chemical, mechanical or other tests, and photographs, and information as to any underground systems such as water, sewer, electricity, steam, gas, telephone, and any other such services.

10.2.2 If special subsurface conditions require additional data and analysis, or if changes to the Project are determined by the Official to be extensive, the Designer shall submit to the Official, for written approval, a detailed proposal including a detailed cost estimate for acquisition of the data required. Upon the written approval of the proposal by the Official, the Designer shall engage the necessary specialty Consultants, supervise the Services involved in the acquisition of the data, and evaluate all the data and analysis obtained.

ARTICLE 10.3 OUTSIDE TESTING, INSPECTIONS OR INVESTIGATIONS:

10.3.1 At any point in time during the Project, and within sufficient time so as not to impact either the Designer's Schedule or the Construction Progress Schedule, the Designer shall make a written recommendation to the Official whenever, in the opinion of the Designer, special inspections or testing of any component of the Work is necessary or desirable. The Official will review the recommendation of the Designer, and promptly issue a written approval or denial of the recommendation. The denial of a Designer's recommendation for a special inspection or testing will only be effective when accompanied by the signature of the Deputy Director of the Capital Construction Division as the authorized representative of the Official. In addition, in the sole discretion of the Official, at any time during the Project, the Official may direct the Designer to obtain proposals for special inspections or testing deemed necessary by the Official. Special inspections or testing ordered by the Official may either be in addition to, or in lieu of, special inspections or testing recommended by the Designer. Upon receipt of the written prior approval of the Official, the Designer shall obtain three (3) proposals for the services of Qualified Testing Laboratories and other Special Consultants that are not referenced in the Contract Article 2.8 to be used as the basis for selection to perform these services as part of the Designers services for the Project. Fee proposals for testing and special inspection services shall be obtained by the Designer and submitted to the Official with the Designer's recommendation for selection before any work is commenced. A detailed description of the proposed scope of services shall be prepared by the Designer and submitted to the Official. The Qualified Testing Laboratory or Special Consultants shall be approved in advance by the Official, and said approval shall not be unreasonably withheld. The Designer, and its Consultants as appropriate, shall approve the procedures involved with such testing, inspection or investigation services. The Designer shall promptly review and comment on the results of all approved Special Inspections and Testing, and shall provide the Official with a written report of the results of the special inspections and testing, including a copy of each report made by the Qualified Testing Laboratory or Special Consultants, in sufficient time to allow for any necessary corrections to be made without impacting on the approved construction progress schedule for the Project. When the Official has authorized the services of a Qualified Testing Laboratory or other Special Consultants, the cost for the services of any approved Qualified Testing Laboratory or Special Consultant(s) not listed in Contract Article 2.8 shall be reimbursed as provided in Contract Article 3.15.4 and Contract Article 10.

ARTICLE 10.4 MULTIPLE CONSTRUCTION CONTRACTS:

10.4.1 Upon written direction from the Official, the Designer shall prepare and reproduce Bidding Documents for out-of-phase, multiple construction contracts.

ARTICLE 10.5 FURNISHINGS AND EQUIPMENT:

10.5.1 Upon written direction from the Official, the Designer shall prepare and submit, and shall revise until satisfactory to the Official as evidenced by the Official's written approval, a schedule of recommendations as to such furnishings (hereinafter called "movable furnishings") as are customarily appropriate to the Project but which will not constitute permanent fixtures which are required, in addition to those movable furnishings to be moved from other buildings of the City, if any. The schedule shall include the estimated cost of the recommended movable furnishings which cost shall be determined by the Official.

10.5.2 Upon written approval by the Official, the Designer shall arrange for, and supervise the acquisition by the City of the movable furnishings in accordance with all applicable federal, state and municipal Laws, and shall supervise the delivery and installation of the same. The duties of the Designer, as set forth in this paragraph are contingent upon the Official furnishing to the Designer a Program setting forth the furnishings requirements relating to the Project.

ARTICLE 10.6 REPRODUCTION SERVICES:

10.6.1 Upon written direction from the Official, the Designer shall submit to the Official a detailed proposal including a detailed cost estimate supported by at least three (3) price quotations from printing suppliers for the reproduction and delivery to the Official of that quantity of suitably bound reproductions of the entire construction contract documents including without limiting the generality of the foregoing, the approved working drawings, detailed specifications, addenda, etc., all as specified by the Official.

10.6.2 Upon the Official's written approval of the proposals, the Designer shall immediately arrange for the aforesaid reproduction services to be performed, and ensure delivery within ten (10) days of receipt of the Official's approval of the documents so reproduced be made to the City.

ARTICLE 10.7 GRAPHICS AND MEDIA:

10.7.1 Upon written direction from the Official, the Designer shall provide special services of graphics and media, including, but not limited to a model of the Project, artist's renderings, brochures, or any other visual aids requested by the Official.

ARTICLE 10.8 PROJECT REPRESENTATION BEYOND BASIC SERVICES:

10.8.1 The Designer shall provide a resident Project representative and Assistants to assist in carrying out such additional on-Site responsibilities if more extensive representation at the Site than is described in paragraph 3.7.8 is required.

10.8.2 Resident Project representatives and Assistants, if any shall be selected, employed and directed by the Designer, and the Designer shall be compensated therefore as agreed by the City and Designer. The duties, responsibilities and limits of authority of Project representatives shall be as described in the corresponding section of the Supplementary Conditions, Contract Article 4.

10.8.3 Through the observations by such resident Project representatives, the Designer shall endeavor to provide further protection for the City against defects and deficiencies in the Work, but the furnishing of such Project representation shall not modify the rights, responsibilities or obligations of the Designer as described elsewhere in the Contract Forms.

ARTICLE 10.9 REVISIONS IN THE DRAWINGS AND SPECIFICATIONS:

10.9.1 Upon the Official's written request, the Designer shall make revisions in Drawings, detailed technical Specifications or other Deliverables when such revisions are:

10.9.1.1 Inconsistent with approvals or instructions previously given by the Official, including revisions made necessary by adjustments in the City's program or Project budget;

10.9.1.2 Required by the enactment or revision of Laws subsequent to the preparation of any Deliverables;

10.9.1.3 Due to changes required as a result of the City's failure to render decisions in a timely manner;

10.9.1.4 Required because of significant changes in the Project including, but not limited to, size, quality, complexity and/or the City's schedule; or

10.9.1.5 Required because of alternate, separate or sequential bids directed by the Official.

ARTICLE 10.10 PRE-QUALIFICATION SERVICES

10.10.1 If the City is legally required to pre-qualify Bidders for the Project, or if the pre-qualification of Bidders is otherwise specified by the City, then the Designer shall, as an Additional Service, assist the City in the pre-qualification of both General Bidders and Filed Sub-Bidders pursuant to the requirements of M.G.L. Chapter 149, §§44D½ and 44D¾ as well as 810 CMR 9.00 and 10.00 *et seq.*, as amended.

ARTICLE 10.11 REIMBURSEMENT FOR ADDITIONAL SERVICES:

10.11.1 For the Additional Services provided pursuant to Contract Article 10 the Designer shall be compensated as determined by the Official by a lump sum fee agreed upon in advance in writing by the Official and the Designer. No authorization by the City for the performance of Additional Services shall be valid unless it is made in writing and contains a "not to exceed" amount which may not be exceeded without further written approval from the Official.

10.11.2 For Additional Services performed by the Designer's personnel, the City shall, upon receipt of the Designer's time sheets, certified by the Designer, reimburse the Designer for those Services as provided in this Article and Contract Article 3.13.4.3, but in no event in an amount greater than the "not to exceed" amount authorized by the Official.

10.11.3 For Additional Services performed by Consultants, the City shall, upon receipt of the respective Deliverables, e.g., testing and/or inspection made, and which have received the approval of the Designer, the City shall reimburse the Designer for such services at the rate of one hundred ten percent (110%) of the actual cost paid by the Designer for those specialty Consultants, but in no event in an amount greater than the "not to exceed" amount authorized by the Official.

10.11.4 After receipt of written approval by the Official to proceed with any Additional Services, the Designer may request payment of the associated costs, or part of those costs, in the Designer's Invoice for Payment following performance of such Additional Services, or part of those Services. Under no circumstances will any costs for any Additional Services be paid by the City without the written approval of the Official of the estimated costs of the Service. The Designer shall not be paid any costs for Additional Services in excess of those approved in writing by the Official. Except as otherwise may be authorized by the Official in writing, the Designer shall not be reimbursed for any hourly charges unless the Designer has actually paid the corresponding hourly wages to such personnel.

10.11.5 All Designer's proposals for costs associated with Additional Services shall not include hourly costs for professional, technical or non-technical personnel at rates higher than two point seven-five (2.75) times the direct hourly wage rate paid to the respective personnel, and in no event more than (a) One Hundred Twenty-Five Dollars (\$ 125.00) per hour in total for professional

personnel; (b) Fifty-Five Dollars (\$ 55.00) per hour in total for technical or non-technical personnel; or (c) not more than One Hundred Sixty Dollars (\$ 160.00) per hour in total for any of the Designer's principals. No additional adjustment for overhead or profit shall be added onto these costs.

END OF CONTRACT ARTICLE 10 – ADDITIONAL SERVICES