
TOWN OF EASTON, MASSACHUSETTS

REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND ENGINEERING SERVICES

Frothingham Hall Community Center
15 Barrows Street
Easton MA 02356

DATE: JULY 27, 2009

PROPOSALS DUE: SEPTEMBER 15, 2009

DATE CONTRACT EXPECTED TO BE AWARDED: OCTOBER 1, 2009

I. NOTICE OF REQUEST FOR PROPOSALS

The Town of Easton (TOWN) requests proposals from qualified design and interior architecture firms to provide full architectural and engineering services for renovations and related infrastructure and landscape improvements at Frothingham Hall (Project).

Proposals shall be received at the Town Hall By **September 15 , 2009 at 4:30 PM .**

A pre-proposal conference will be held on site (15 Barrows Street), Monday August 31, 2009 at 9AM. A tour of the Project site will follow the pre-proposal conference. Although not mandatory, it is highly recommended that all prospective proposers attend.

The Town reserves the right to reject any or all proposals submitted in response to this Request for Proposals ("RFP") and to take any other action as the Town may deem to be in its best interest.

II. ELIGIBILITY

Eligible applicants are U.S.-based, full-service architecture and/or engineering firms.

Proposer should be a full-service architecture and/or exhibition design firm with experience in municipal contracts, interior renovations, and LEED certification. At a minimum, firms will be required to provide design, life-cycle cost analysis, and on-site supervision consistent with the successful implementation of the project.

III. SITE DESCRIPTION

Frothingham Hall was constructed in 1902 as a gymnasium. The structure sites on 2.86 acres and currently serves as the temporary home for the Ames Free Library while the permanent library structure is undergoing renovations.

IV. PROJECT DESCRIPTION

The selected firm will work with the Town to design renovations in 3 phases (programming/feasibility phase, schematic design, and design development) and will be expected to participate in the development of a schedule for the project. The

Town may extend the contract to include an additional 4 phases, as described in in Section VI, Balance of the Project, of this Request for Proposals. The selected firm will collaborate with the Frothingham Hall Steering Committee, municipal officials, and the Contractor/Construction Manager in an inclusive, public process to create high-quality, environmentally-friendly facilities that meet the needs of the Town in the most economical and efficient manner.

The Project encompasses full planning, architectural, engineering and construction administration services necessary to convert an existing historic municipal building, Frothingham Hall, from its current use as a library to function as a Community Center. Services sought include design of: municipal office space for the Council on Aging and Recreation Department; shared activity space to house the activities of the Council on Aging and Recreation Programs, easily convertible to accommodate a variety of uses; site design, including parking and stormwater management.

The basic parameters for the Community Center are as follows:

- Kitchen and Dining Facility – Full service kitchen to serve 48 people lunch and light dinners; should accommodate universal access for diners *and* cooks.
- Parking – Parking should incorporate LID design elements such as rain gardens, pervious paving, etc as appropriate and with consideration to cost. 60-80 parking spaces should be provided.
- Security System – interior motion detection and exterior cameras;
- Lighting – extensive use of daylight; energy efficient; with motion detectors
- HVAC – Ceiling fans shall be designed to cool and reduce heating burden of as many rooms as possible. Passive cooling shall be explored. Windows shall be operable. Natural ventilation shall be used as much as possible.
- Green Building/Sustainable Design – LEED certification alternative energy sources, such as photovoltaic solar panels and/or passive solar systems for domestic hot water, electricity, etc. shall be explored. Low-flush or dual-flush toilets and other water saving devices should be utilized. Waste management and recycling areas should be located on the Project site and designed to accommodate collection vehicles and be easily accessible to student occupants. There should also be dedicated waste and recycling drop-off sites located on each floor of the building that are easily accessible to student occupants. The Architect shall conduct a LEED Charette during the Schematic Design phase.
- Finishes – The Architect should utilize finishes in the design that minimize maintenance requirements; however, vinyl shall not be used. The Architect shall meet with the campus facilities staff early in the design process to learn of the campus requirements and needs.
- Universal Design – the project design shall be designed to accommodate the various needs of the young and the elderly, and shall take into account users with special needs.

The method of procurement of construction services will be determined during the programming/feasibility or schematic design phase. At the present time, it is anticipated that the Project will be constructed by a general contractor pursuant to M.G.L. c. 149, §§ 44A-H.

However, the Town **intends to utilize the services of faculty and students at the Southeast Regional Technical School to perform certain aspects of the construction.** The Project should be designed accordingly.

V. SCOPE OF SERVICES

In general, proposals shall demonstrate the ability of the Respondent to provide full planning, architectural, engineering and construction administration services required to complete the Project (the "Scope of Services"). As described below, the Scope of Services shall also include all other services customarily performed by consultants required for projects of similar type, scope, and complexity.

1. PROGRAMMING/FEASIBILITY STUDY PHASE

Significant effort in programming the space has been conducted by the Frothingham Hall Steering Committee. The Architect shall review all existing information with the Steering Committee and include the following:

- Meet with representatives of the Town to review Project objectives and confirm the suitability of the Steering Committee Program.
- Advise the Town and make recommendation regarding further investigations and analysis that may be necessary or desirable to undertake and complete prior to selection of the final facility program.
- Prepare a thorough review of all environmental permitting and other regulatory approvals required for the Project.
- Prepare diagrams and written information to describe options for the building systems including architectural, structural, mechanical, electrical, plumbing, fire protection, telecommunications information technology, and other systems. Provide a comparative analysis of significant characteristics of each system, including a comparison of construction costs, maintenance costs, and all other relevant factors, in order to provide the Town with information adequate to assess the options presented.
- Prepare relative cost analysis for the building options explored, which identifies all project development costs, and operational and maintenance expense, and a comparison of costs, using similar facilities as a benchmark.
- Prepare a Project schedule and phasing strategy, outlining the time required to obtain all necessary permits and approvals.
- Conduct a LEED Charrette during the Programming/Feasibility Phase or, at the option of the Town, during the Schematic Design Phase.
- Prepare a Feasibility Study Report that contains, at a minimum: (1) a compilation and summary of all of the required deliverables set forth above; (2) specific recommendations and supporting rationale regarding the facility program, and all physical features of the Project, a preliminary draft of LEED certification goals and strategies to achieve them; and, (3) a thorough analysis of all Project development costs.
- Prepare required Project information to assist in the Town's solicitation of grant funding.
- Develop a detailed cost estimate (including both hard and soft costs) for the Project.

2. SCHEMATIC DESIGN PHASE

The Frothingham Hall Steering Committee has completed a modified Schematic design. During the Schematic Design Phase, the Scope of Services of the Architect shall include, but not be limited to, the following:

- Meet with the Frothingham Hall Steering Committee to review the modified Schematic Design.
- Develop additional exterior and interior building elevations, cross-sections, and three dimensional views, as required to provide a full visual description of the proposed alternatives;
- Prepare drawings and narratives to describe the building systems requirements and performance including the architectural, structural, mechanical, electrical, plumbing, fire protection, telecommunications, information technology and other relevant systems.

- Prepare a comparative analysis of alternative systems, including a comparison of construction costs, maintenance costs, operational and life cycle costs, and other relevant factors, in order to provide the Town with information adequate to assess the Schematic Design alternatives presented.
- Prepare an outline specification of all site and building components, system requirements and performance criteria.
- Prepare a detailed code review of all proposed construction to ensure compliance with applicable building, fire, zoning and other codes such as the Americans with Disabilities Act (ADA) and a life safety plan indicating allowable area for construction type proposed, location of fire separation walls, means of egress paths, and required exit widths for doors, stairs and corridors;
- Develop a detailed Project schedule and phasing strategy, outlining the time required to obtain all necessary permits and approvals, complete the final design, bid and award construction contracts and complete construction and commissioning.
- Prepare a detailed estimate of Total Project Costs for the recommended schematic design alternative.
- Prepare a Schematic Design Phase deliverable that includes a written summary report.
- Said report shall include all work product prepared during the Schematic Design
- Phase including, but not limited to, schematic drawings, and preliminary specifications coordinated between disciplines, detailed code review and analysis, LEED certification analysis, energy model, detailed environmental permitting and regulatory approval report, comparative systems analysis, detailed floor plans and elevations, site plan and Project schedule and budget.

3. DESIGN DEVELOPMENT

During the Design Development Phase, the Scope of Services of the Architect shall include, but not be limited to, the following:

- Based upon the option and building systems selected during the Schematic Design Phase, prepare, for approval by the Town, Design Development Documents consisting of drawings, specifications and other documents to fix and describe the size, character and quality of the Project with respect to architectural, structural, mechanical, electrical and plumbing systems, materials and such other elements as may be appropriate, and that fully define the scope, quality, and quantities of all proposed components of the Project including, but not limited to, building materials, building systems, equipment, and anticipated construction methods;
- Consult with the Town as necessary to develop interior layouts and configurations.
- Prepare appropriate data and illustrations for furniture, fixtures, and equipment necessary to develop interior layouts and configurations, including specially designed items or elements, to indicate finished appearance and functional operation;
- Make recommendations as to colors, materials, and finishes not otherwise specified;
- Provide recommendations for furniture, fixtures, and equipment to be procured for approval by Town and recommendations on the method of procurement including separate bidding if appropriate and/or inclusion in the prime construction contract;
- Assist the Town in the development of construction phasing strategies as necessary or appropriate;
- Make recommendations to the Town with respect to long lead time procurement items and early bid packages;
- Prepare for review and approval by the Town applications for any required environmental and other regulatory approvals. Submit applications, and attend review and other meetings and hearings required by governmental authorities and others having jurisdiction over the Project;
- Prepare initial mechanical, electrical, and plumbing systems design intent document that defines the performance expectations and objectives for the MEP systems;

- Update the Project schedule and phasing strategy, outlining the time required to obtain all necessary permits and approvals, complete the final design, bid the Project, award contracts, and complete construction and commissioning;
- Assist in developing a detailed update to the cost estimate and project budget for construction of the proposed design, including furniture, fixtures and equipment recommended for the Project, based upon quantity and unit costs.

4. THROUGHOUT THE PROJECT

In performing the Scope of Services for the Project, wherever possible, the selected architect shall consider the historic significance of Frothingham Hall, energy efficiency and sustainable design practices, using the U. S. Green Building Council's LEED® Rating System and other similar guidelines as planning tools, and shall advise the Town of any financial impact which may result.

Throughout the Project, the selected design team (the "Architect") shall:

1. Coordinate the work of all designers, engineers, consultants and sub-consultants, on The Architect's design team (the "Design Team");
2. Coordinate the work of the Architect and the Design Team with the work of the general contractor or construction manager, the Owner's Project Manager, and any other consultant retained by the Town in connection with the Project;
3. Provide written recommendations to the Town regarding the selection of other required consultants and sub-consultants (including, but not limited to, site surveyors and geotechnical engineers) not included in the proposal, after securing proposals from no fewer than three (3) of each type of consultant, and, with the approval of the Town, hire such consultants;
4. Throughout the design process, provide life cycle cost analyses for all major components and systems, and as options and value engineering items are developed, provide such analyses to assist the Town in decision making;
5. At the end of the Programming/Feasibility Study Phase and the Schematic Design Phase, the Architect shall within the proposed fee and without additional cost to the Town prepare full and complete cost estimates for the Project. All estimates shall be provided in form, substance, and detail acceptable to the Town (Construction Specification Institute ("CSI") or similar).
 - a. At the end of the Programming/Feasibility Study Phase, the Architect shall evaluate any estimates that may be provided by the Town. At the end of each succeeding phase, the Architect shall evaluate the estimate for that phase against the estimate completed during the previous phase.
 - b. At the end of each cost estimate evaluation and otherwise as necessary in the Town's judgment, the Architect shall recommend and, with the Town's prior approval, implement appropriate actions to modify, correct, or value engineer ("VE") the design in order to avoid potential cost overruns.
 - c. If in any phase following the Feasibility Study Phase, the cost estimates for the then current design exceed the cost estimates for the previous phase, the Architect shall, at the Architect's sole cost and expense, using the modifications, changes, and VE proposals approved by the Town, modify the design and all associated plans, specifications, and other contract documents as necessary until such

time as the cost estimates for the current phase are equal to or less than the last construction cost estimate approved by the Town; and

6. Provide all other Basic Services as described in the Design Agreement.

VI. BALANCE OF THE PROJECT

If, by mutual agreement with the Architect, the Town determines to extend the Project beyond the Design Development phase, the designer for the Project (either the Architect selected pursuant to this RFP or an architect selected pursuant to a separate RFP) shall be responsible for all construction administration phases of the Project, project commissioning and closeout. The extension of the contract to include the balance of the project will be subject to negotiation at the time of such extension.

The Scope of Services for such phases shall be as hereinafter described, although the Town reserves the right in its sole judgment to refine and adjust the scope based on the findings of the Programming/Feasibility Study Phase and the Schematic Design Phase, the decision on the method of procurement of construction services, and other factors that may affect the Project.

The Balance of the Project shall consist of the phases described below.

1. CONSTRUCTION DOCUMENTS PHASE

During the Construction Document Phase, the Scope of Services of the Architect shall include, but not be limited to, the following:

- Based on the approved Design Development Documents and any further adjustments in the scope, quality, construction budget, or schedule for the Project authorized by the Town, prepare for review and approval by the Town full and completely coordinated Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project, including, but not limited to, structural, mechanical, electrical, plumbing, fire protection, telephone/data requirements, and all other systems and equipment;
- The Construction Documents shall include drawings and specifications that establish in detail the quantity and quality of all materials, systems and equipment required for the Project;
- Construction Documents, and cost estimates and Project schedules shall be submitted to the Town for review and approval at the fifty percent (50%) and ninety percent (90%) stages of completion;
- Develop a final basis of design document ("Basis of Design") at the fifty percent (50%), ninety percent (90%) and one hundred percent (100%) stages of completion of Construction Documents, which shall include all code review, design calculations, life cycle cost analysis, value-engineering documents.
- Upon approval of the ninety percent (90%) plans, cost estimates and Project schedule by the Town, develop final Construction Document drawings and specifications for the Project, including all bid documents and packages, incorporating any comments including those from a coordination review;
- Assist the Town in connection with the Town's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project;
- At the completion of Construction Document Phase, develop a final update to the detailed estimate of construction costs, including a breakdown by filed sub-bid;
- Assist in updating the project budget including the final total project costs; and,
- Assist the Town in the establishment of bid alternates, if required.

2. BID PHASE

During the Bidding Phase, the Scope of Services of the Architect shall include, but not be limited to, the following:

- Assist the Town in a general and sub bid prequalification process if so directed by the Town;
- Assist the Owner in obtaining, tabulating, and reviewing responses to all sub bids and general bids;
- Participate in one (1) pre-proposal conference with prospective bidders, prepare written answers to questions from prospective bidders during the bidding period and assist the Town in selecting the Construction Manager and in awarding the Construction Contract.

3. CLOSEOUT PHASE

During the Construction Administration, Commissioning and Project Closeout Phases of the Project, the Scope of Services of the Architect shall include, but not be limited to, the following:

- Perform all functions required to be performed by a registered professional Architect under the Massachusetts State Building Code and other laws and regulations applicable to the Project;
- Make site visits at least once a week and at more frequent intervals as appropriate to the stage of construction to become generally familiar with the progress and quality of the work (including participation by Architect's consultants as needed in order to ensure that they are generally familiar with the progress and quality of those portions of the work which they designed), document all site visits with a written narrative Site Report describing work in place, specific inspections conducted (including reference to applicable CSI specification section), work in place that does not meet the specifications, and at least 4-5 photos of the general site and 2-3 photos of all non-complying work, and submit Site Reports to the Town and its Project Manager within twenty-four (24) hours after each such site visit;
- Attend weekly job meetings, keeping and distributing minutes of such meeting in a timely manner;
- Prepare documents for LEED Certification, including obtaining from the
- Construction Manager any requisite information that is part of the LEED Certification process;
- Prompt and timely performance of office construction administration services, including but not limited to processing of all submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals; timely response to Requests for Information (RFI), issuing of Architect's
- Supplemental Information as needed and certification of substantial and final completion;
- Review of reports of independent testing agencies and written notification to the
- Town and Contractor or Construction Manager of observed deficiencies in the work;
- Provide the Contractor or Construction Manager with CADD, BIM and/or other useable electronic versions of drawings to assist in the preparation of Contractor drawings and to provide the basis for as-built drawings;
- Review of Contractor or Construction Manager's Applications for Payment, and based on the Architect's observations and evaluations, recommend to the Town whether such payment should be made and if the Town concurs, certify the amount due the Contractor.
- For Architect Proposal Requests and Proposed Change Orders, prepare and distribute supplemental Drawings, Instructions, and/or Specifications describing the work to be added, deleted or modified; review the proposals from the Contractor for quantities and the costs of labor and materials; review and make recommendations relative to changes in time for completion of the Project and prepare Change Orders and Construction Change
- Directives for the Town's approval; review Contractor submitted Time Impact Analyses and make recommendations on any Contractor requests for extension of time for any Change Order or Construction Change Directive; and coordinate all communications, approvals, notifications and record keeping relative to changes in the Work;

- Project Schedule monitoring services consisting of monitoring progress of the
- Contractor relative to established schedules and making status reports to the Town;
- Project Closeout services initiated upon notice from the Contractor that Work is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or use of the facility, consisting of but not limited to:
 - A detailed inspection with the Town for conformity of the Work to the Contract Documents and to verify the list of items to be completed or corrected which has been submitted by the Contractor.
 - Based on detailed inspection assemble a single combined punch list, in a format approved by the Town, which includes all outstanding work including architectural, hardware, site, and mechanical, electrical, plumbing and fire protection; and monetizing the punch list to determine a recommendation of amounts to be withheld until final acceptance of the Work
 - Issuance of the Certificate of Final Acceptance
 - Inspection(s) upon notice of the Contractor or Construction Manager that the Work is ready for final inspection
 - Notice to Contractor or Construction Manager of deficiencies found in follow up inspections
 - Final inspection with the Town to verify final completion of the Work
- Receipt, review, and transmittal of warranties, affidavits, invoices, record drawings, and related documents that are required by the Contract Documents and assembled and submitted by the Contractor.
- Conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; prepare affidavits required by the Building Inspector for issuance of a Certificate of Occupancy; issue a final Certificate of Payment upon compliance with the requirements of the Contract Documents;
- Interpret matters concerning performance of the Contractor under the requirements of the Contract Documents; such response to be made with reasonable promptness and within any time limits agreed upon;
- Provide all other Construction Administration Phase services set forth in the Design Agreement.

4. LEED DESIGN AND CERTIFICATION

The Project will be designed to meet LEED standards and achieve the highest practicable LEED certification level. The Architect will provide at least one LEED Accredited

Professional (“LEED AP”) to serve as the LEED team leader to develop and implement the LEED process for the Project. In performing the Scope of Services, the Architect shall:

- Register the Project with the U.S Green Building Council (“USGBC”);
- Assemble a sustainable “Green Team” composed of members of the Architect’s design team, the Town, the Owner’s Project Manager, UMMS, and other Project stakeholders (subject to the approval of the Town) who will establish and implement the sustainable design goals for the Project;
- Conduct a sustainable design charrette with the Green Team at the inception of the
- Project to identify alternative sustainable design strategies and establish LEED goals for the Project;
- Recommend to the Town a plan for achieving the highest practicable level of LEED certification. This plan will include, but may not be limited to:
 - An analysis of the requirements to achieve LEED silver or gold certification including an explanation of why each LEED credit is or is not feasible or cost effective;
 - Of the design and construction cost impacts, life-cycle cost impacts, and performance benefits of silver or gold certification levels;

- An analysis of the incremental LEED-related costs for silver or gold LEED certification level compared with a standard design;
- And any potential schedule impact for LEED silver or gold certification;
- Perform the required calculations, conduct energy modeling, and collect the required information needed to meet the LEED prerequisites and credit requirements;
- Fully integrate the LEED process, goals, and budget into the all phases of the design and construction documents;
- Submit all appropriate documentation, including all required calculations and documentation, throughout the design and construction process to the USGBC;
- Prepare responses and submit additional documentation required by comments or questions received from the USGBC after review of the documentation submitted by the architect;
- Submit all prerequisites and credits for review by the USGBC at the completion of construction and oversee all matters pursuant to the issuance (or denial) of certification including any appeals which may be filed after either review period;
- Work with the Town to apply for and administer the receipt of any and all state, local and private sector initiatives that may result in grant monies to be applied to the
- Project LEED initiative;
- Prepare drawings and specifications that incorporate LEED requirements for inclusion in the Contract Documents to define the Construction Manager's responsibilities and documentation requirements related to LEED certification; and
- Assist the Contractor or Construction Manager and oversee the required LEED certification activities during the Construction Administration Phase; and
- Prepare a final LEED certification report documenting the LEED rating the Project achieved, including the LEED certification plan, LEED certification documentation submitted, LEED certification reviews received from the USGBC, together with the specific LEED credits that the Project is recognized as having received.

The final LEED certification report shall include a detailed summary of the Town post commissioning obligations with regard to the LEED certified elements of the Project, including any ongoing operations, maintenance, re-certification, or other similar obligations. The Architect shall be responsible for coordinating the delivery of all LEED and sustainable design services required on the Project. The Architect shall perform such services in a timely fashion as early as practicable during the Project to allow the Town to make decisions regarding sustainable design elements in the most efficient manner so as to not delay the Project or cause the architect to re-render any services.

All LEED and sustainable design services necessary to obtain LEED for New Construction certification shall be included as Basic Services. If a higher level of LEED certification is selected by the Town, any incremental services required of the architect shall be performed as Additional Services on a negotiated fixed fee basis. All LEED-related registration fees shall be paid as reimbursable expenses.

VII. OTHER REQUIREMENTS

Other services that shall be provided by the Architect as a part of the Scope of Services shall include but not be limited to:

- Develop a complete Basis of Design for the Project which includes all structural, architectural, wall cladding, mechanical, electrical, plumbing, building controls, and fire protection meeting the most current ASHRAE Building Commissioning standards;
- Coordinate services between the Design Team and the Town's Commissioning Agent;

- Providing six (6) hard copies of all deliverables including, but not limited to, the Programming/Feasibility Study, the Schematic Design Documents and summary report, Design Development Documents and Construction Documents for review at the completion of each phase of the work and one final set of Construction Documents for reproduction;
- Provide one (1) electronic copy of all deliverables in format suitable to the Town.
- Provide all construction completion documents including AutoCADD as-builts, permit affidavits, Project and construction schedules and schedule updates, and Basis of Design updates.

For additional information regarding the required Scope of Services, please refer to the attached Agreement for Professional Services between Owner and Architect that shall be executed by the selected respondent and the Town.

VIII. SCHEDULE

It is the intention of the Town to commence work upon selection of the Architect and award of the contract. The goal is to have the Community Center completed in August 2011.

IX. FEE

The fee shall be proposed in three parts:

- Programming/Planning
- Schematic Design
- Design Development

If the Project proceeds beyond Design Development, the fee for the Balance of the Project is to be negotiated separately at the completion of the Design Development phase.

X. FORM OF CONTRACT

The Architect shall execute a contract with the Town, which shall be in a form determined by the Town.

XI. MINIMUM QUALIFICATIONS

- Massachusetts registration and licensing in all applicable disciplines;
- Thorough knowledge of the Massachusetts State Building Code and regulations of the
- Massachusetts Architectural Access Board and the Americans with Disabilities Act;
- Documented experience with design for sustainability and energy efficiency, including specifically the LEED rating system and LEED certified personnel involved with the Project, including at least one (1) LEED-certified project completed within the last five (5) years with the substantial participation of persons included in the proposed Design Team;
- At least five (5) years prior experience designing buildings and building systems of type, scope and complexity similar to those required for the Project, including at least two (2) such projects successfully completed within the last five (5) years;

- Thorough knowledge of Massachusetts public design and construction laws;
- Thorough knowledge of all environmental permitting and compliance laws; and
- Documentation of financial stability and insurance including: (i) professional liability insurance of not less than \$5,000,000; (ii) comprehensive general liability (“CGL”) insurance of not less than \$1,000,000; (iii) automobile liability insurance of not less than \$1,000,000; (iv) statutory workers’ compensation insurance coverage; (v) employer’s liability insurance of not less than \$1,000,000; and (vi) umbrella or excess liability insurance of not less than \$5,000,000 covering over the CGL, automobile liability and employer’s liability coverage; and all of such coverage shall be provided on the terms set forth in the Design Agreement.

XII. SUBMISSION REQUIREMENTS

1. APPLICATION CONTENTS

All responding firms must submit following information:

1. Description of the firm’s background, including a description of the firm’s experience on projects in which similar services were performed and an outline of the scope of each such project.
2. A synopsis of the firm’s approach to the Project, including team organization and proposed scheduling.
3. Description of the firm’s management approach, describing in detail how coordination will occur for all designers, engineers, consultants, and sub-consultants on the Architect’s proposed design team.
4. Identification of the design team, including the Principal-in-Charge and the Project Manager who will have overall responsibility for the delivery of services and completion of the Project, and the specific responsibilities of all members of the design team. Describe individual and project team experience with design for energy efficiency and sustainability, including LEED® certified buildings, and use of the LEED® Rating System and other similar guidelines.
5. A Project team organization chart listing all team members, whether employed by the architect or by a sub-consultant, proposed to provide services on the Project. Please note that the Town requires that the key team members identified in the responding firm’s proposal be the individuals who render services under the Agreement, and such individuals must be fully available to devote the time and attention necessary to ensure timely and complete delivery of required services.
6. A resume and references for each Project team member. The resume shall outline the individual’s academic and professional achievements including the number of years of experience working on similar projects and tenure with the firm. Provide a cross reference for each team member to any project listed in Item No. 9, below.
7. Identification of any firms or individuals not part of the responding firm that will be collaborating on the Project. For each such firm and individual, provide a detailed description of their role in the Project, and a complete resume and description of the length and substance of their experience as it relates to the Project.
8. Background data on consulting firms (representing the disciplines below) which may be part of the Architect’s design team and other consultants who will play a role in the Project:
 - Structural Engineer Code Consultant

- Mechanical Engineer Interior Designer
 - Electrical Engineer Building Envelope Consultant
 - Plumbing Engineer Cost Estimator
 - Fire Protection Engineer Lighting Consultant
 - Technology Consultant Security Consultant
 - Telecommunications Consultant Information Technology Consultant
 - Environmental Permitting Consultant Parking and Traffic Consultant
 - Landscaping Consultant
9. List of all similar projects of comparable size, scope and complexity that the responding firm has substantially completed within the past five (5) years. For each project, provide a complete description, including estimated and actual project costs, estimated and actual project schedule, and the names and current telephone numbers and other contact information for reference person(s). If the respondent is a joint venture, describe all projects on which the joint venture partners have previously worked together identifying the duties and responsibilities of each firm on each of such projects.
10. Evidence of the firm's stability by providing detailed financial information that can be used to evaluate and ascertain the firm's ability to provide the required services for the duration of the Project.
11. Three (3) references of persons who are familiar with the work of the responding firm. In addition, provide three (3) references of persons who are familiar with the work and professional skills of the proposed Project Manager. By submitting a proposal, each respondent expressly provides its consent for the Town and its representatives to contact the listed references to obtain information about the respondent's past performance.
12. Executed original copies of:
- (i) Conflict of Interest Statement (attached as **Attachment 1**),
 - (ii) Certificate of Non-Collusion (attached as **Attachment 2**),
 - (iii) Certificate of State Tax Compliance (attached as **Attachment 3**)
13. Price information for each phase (Programming/Planning, Schematic Design, and Design Development). Price information should be submitted in a separate, sealed envelope and as a separate PDF file on the CD.

2. APPLICATION INSTRUCTIONS

Applications shall consist of seven (7) hard copies and digital copies submitted as a PDF on a compact-disc, clearly marked "Frothingham Hall Renovations." Price information should be submitted in a separate, sealed envelope and as a separate PDF file on the CD. Applications should be mailed to:

The Frothingham Hall Steering Committee
c/o David Colton, Town Administrator
136 Elm Street

Easton, MA 02356

Applications must be received by 4:30 p.m. on September 15, 2009. Each proposal shall clearly identify the respondent's name, email address, phone number, and business address.

XIII. SELECTION PROCEDURES

Each proposal will be reviewed by the Town to determine if it is complete prior to actual evaluation. The Town reserves the right, but shall have no obligation, to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the RFP. The Town will review all proposals and may select one or more responding firms for personal interviews. The selection of the finalists will be based on the following criteria, as applied by the Town in its sole and absolute discretion:

- (A) Quality of prior experience and performance on projects of similar size, scope of services, and complexity, including:
 - (1) Quality, clarity, completeness and accuracy of design concepts and studies;
 - (2) Effectiveness of meeting established program requirements and functions within allotted budget and schedule;
 - (3) Management ability to meet schedules including submission of design and study documents; and
 - (4) Coordination and management of sub-consultants.
- (B) Past experience with Massachusetts public construction laws, public bid process and relevant Massachusetts codes, laws and regulations;
- (C) Demonstrated experience and expertise of the key persons and consultants who will work on the Project.
- (D) References;
- (E) Financial stability of the Architect.
- (F) Current total workload with private clients and public agencies and ability of the firm to meet the Project schedule; and
- (G) Demonstrated understanding of the Project.

The selection committee will first rank all applicants based on their qualifications and will then open the sealed price information.

XIV. ADDITIONAL INFORMATION

Prospective respondents shall not communicate with the Town, including the Owner's Project Manager, at any time during the RFP process except through written questions submitted prior to the deadline set forth herein. All questions must be submitted in writing by mail or fax, addressed to:

David Colton, Town Administrator
136 Elm Street
Easton, MA 02356

Faxes may be sent to 508-230-0639. The deadline for receipt of written questions is 4:00 p.m. on August 31 , **2009**. The Town will respond to all written questions which in the Town's sole judgment may have a material effect on the RFP by posting written responses on the Town website, www.easton.ma.us not later than September 7, **2009**.

XV. OTHER PROVISIONS

1. The Town reserves the right to modify this RFP, in whole or in part, prior to the date fixed for submission of the Proposals, by issuance of an addendum or addenda, which shall be posted on the above-referenced website of the Town's Project Manager. The Town may extend the deadline for Proposal submission if, in the Town's judgment, such extension is necessary for any reason. It is the responsibility of each responding firm desiring to submit a proposal to obtain the Request for Proposals and any and all addenda that may be issued in connection with this RFP.
2. All expenses and costs, including but not limited to legal costs, associated with developing or submitting a proposal in response to this RFP, or associated with oral or written clarification thereof, including all presentation materials and related costs and travel expenses, shall be borne solely by the proposer, and under no circumstances shall the Town be responsible for any such cost or expense incurred by any proposer. The Town assumes no responsibility for these costs and expenses.
3. Responding firms may withdraw their proposals, by written request only, received by the Town prior to, but not after the time set for proposal submission. Thereafter, proposals shall be irrevocable for a period of not less than forty-five (45) days, and may not be withdrawn or modified.
4. Any proposal that is not received by the Town by the date and time and at the location for submission of proposals set forth herein will be determined to be late and shall not be considered.
5. The Town may cancel or modify this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP if such action is determined to be in the best interest of the Town. The Town also reserves the right to waive any irregularities or requirements; and to negotiate with all respondents, in any manner necessary, in its sole judgment and discretion, to serve the best interest of the Town. Proposals that are incomplete, conditioned, or are otherwise not in conformance with this RFP may be rejected at the sole discretion of the Town.
6. A proposal may be considered non-responsive if it includes extraneous information not specifically requested in this RFP. The clarity and conciseness of proposals will be valued over sheer volume.
7. The Town reserves the right to request clarification of any aspect of any submitted proposal or to request additional information that might be required to evaluate a proposal.
8. By submission of a proposal, each respondent acknowledges and agrees that all documentation and/or materials submitted with its proposal shall become and remain the property of the Town. The Town shall have the right to use all or any portions of any proposal, as it considers necessary or desirable, in connection with the Project. By the submission of a proposal, the respondent thereby grants to the Town an unrestricted royalty-free license to use the proposal and all materials submitted therewith in connection with the Project.
9. Respondents are advised that, once an award has been made, proposals submitted to the
10. Town in response to this RFP are considered public records as defined by law.

XVI. ATTACHMENTS

Attachment 1: Conflict of Interest Statement

Attachment 2: Certificate of Non-Collusion

Attachment 3: Certificate of State Tax Compliance

ATTACHMENT 1

TOWN OF EASTON CONFLICT OF INTEREST STATEMENT

The proposer hereby certifies, under the penalties of perjury, that:

1) The proposer has not given, offered, or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for services for which the proposer is applying.

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

3) No person, corporation or other entity, other than a bona fide full-time employee of the proposer has been retained or hired by the proposer to solicit for or in any way assist the proposer in obtaining the contract for services for which the proposer is applying, upon an agreement or understanding that such person, corporation, or entity be paid a fee or other consideration contingent upon the award of the contract to the proposer.

The proposer further hereby certifies, under the penalties for perjury, that all information provided in this proposal to provide services is true and correct.

Firm

Signer (Typed)

Signer (Written)

Title

Date

Conflict of Interest Statement

ATTACHMENT 2

TOWN OF EASTON CERTIFICATE OF NON-COLLUSION

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

Firm

Signer (Typed)

Signer (Written)

Title

Date

Certificate of Non-Collusion

ATTACHMENT 3

TOWN OF EASTON CERTIFICATE OF STATE TAX COMPLIANCE

Mass. Gen. Laws, Chapter 62C, Section 49A(b)

I, in my capacity as principal of _____ (Firm Name) hereby certify that the above-named organization has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, as set forth in Mass. Gen. Laws, c. 62C, § 49A(b).

Signed under the pains and penalties of perjury

Firm

Authorized Principal (Typed)

Authorized Principal (Signature)

Title

Date

Certificate of State Tax Compliance