

Town of Peru

Request for Qualifications

Town Hall/Community Center/Library

Feasibility Study

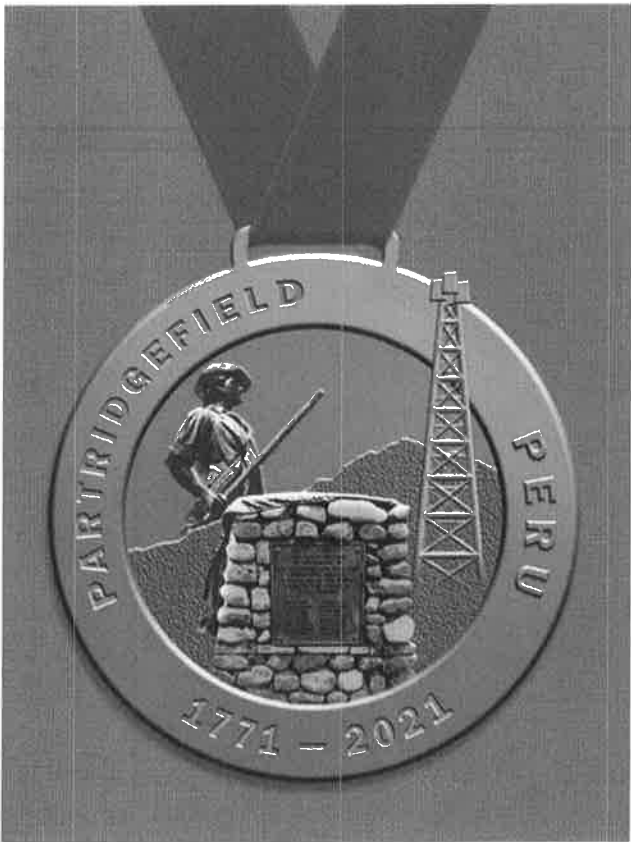


TABLE OF CONTENTS

LEGAL NOTICE

- I. BACKGROUND**
- II. INTRODUCTION**
- III. PRE-PROPOSAL CONFERENCE/BRIEFING**
- IV. SUBMISSION DEADLINE AND INSTRUCTIONS**
- V. QUESTIONS OR ADDENDUM**
- VI. MODIFICATIONS TO PROPOSAL**
- VII. OBJECTIVES**
- VIII. SCOPE OF WORK/DELIVERABLES**
- IX. MINIMUM CRITERIA/QUALIFICATIONS**
- X. DESIGNER SELECTION PROCEDURES**
- XI. TIMELINE**
- XII. METHOD FOR AWARD**

ATTACHMENTS:

- ATTACHMENT A: OWNER-ARCHITECT/ENGINEER AGREEMENT
ATTACHMENT B: STATE OF TAX COMPLIANCE
ATTACHMENT C: CERTIFICATE OF NON COLLUSION
ATTACHMENT D: TOWN OF PERU DESIGNER SELECTION PROCEDURES
ATTACHMENT E: DESIGNER APPLICATION FORM FOR MUNICIPALITIES

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS ("RFQ")

Town of Peru Town Hall/Community Center/Library Feasibility Study

The Town of Peru is seeking proposals from qualified Architectural and/or Engineering firms for a Town Hall/Community Center/Library Feasibility Study. The selected firm shall have demonstrated previous experience in providing evaluation and design services for space needs associated with the various municipal departments contained within a Town Hall/Community Center/Library facility. A complete RFQ may be obtained, without charge, by contacting the Town Administrator's Office at 413-655-8312 extension 100 or email townadmin@townofperuma.com or downloaded from www.townofperuma.com. It is recommended that respondents to this request familiarize themselves with the detailed RFQ. The deadline for submitting proposals to the Town Administrators Office is noon December 10, 2024. Firms must submit five (5) printed copies of their proposal and one digital copy. The Town reserves the right to reject any proposal deemed not to be in its best interest and waive minor technicalities. The maximum budget for this project is \$50,000. Postmarks, faxes, and emailed proposals will not be considered.

I. Background

The Town of Peru ('Town') has determined that it has a critical need to plan, fund, and implement a Town Hall/Community Center/Library Feasibility Study to provide a well-designed, modern, energy efficient, and convenient municipal facility that meets current codes and is accessible to and usable by all persons. The plan shall be based on a comprehensive feasibility study and include all relevant costs associated with design, construction, and operations and maintenance costs associated with the facility. The plan shall provide alternatives analysis to determine the most effective program in terms of cost and benefits.

The Town Hall/Community Center/Library Feasibility Study would be a guide for making decisions based upon a comprehensive evaluation of Town needs.

The Town has a population of approximately 835 with a land area of approximately 26 square miles. It is governed by a three-member Board of Selectmen, assisted by a Town Administrator and utilizes a Town Meeting form of government. The Town is in the Central Eastern portion of Berkshire County and is approximately 128 miles west of Boston, Massachusetts and 50 miles east of Albany, New York. The Town's annual operating budget is approximately \$2.9 million.

II. Introduction

The Town is soliciting Request for Qualifications (RFQ) from qualified Architectural and/or Engineering firms to provide evaluation and design services for assessing facility condition and code compliance, determining space needs associated with the various municipal departments located within the facility, and recommending cost effective design solutions for achieving desired improvements. The facility is a former elementary school partially converted into municipal office space, meeting space, and houses the Town's police department. Of particular note, the Town is concerned with the deteriorating condition of the 1960's masonry block two story addition that houses the Community Center, the lack of secure office space, and the facility's inefficient HVAC systems. The Town is also interested in bringing the Peru Library into the Town Hall/Community Center building. The Peru Library currently occupies a building separate from the Town Hall/Community Center property. The results of the study will become the basis for a Town Hall/Community Center/Library Design Plan. Qualified vendors are requested to submit their qualifications package to the Town Administrator's Office at the Peru Town Hall, 3 East Main Road, Suite #100, Peru, MA 01235, in accordance with the instructions contained within this RFQ.

Notice of this RFQ is published in the Central Register, Comm-Buys and The Berkshire Eagle (a newspaper of general circulation) and posted on the Town website (www.townofperuma.com) under "Bids and Opportunities".

The Town will accept proposals delivered in person or by mail. All proposals must be received by Noon, December 10, 2024 to be considered. Proposals submitted by fax or by electronic mail will not be considered. All proposals must be submitted to:

Ms. Terry Walker, Town Administrator
Town of Peru
3 East Main Road, Suite #100
Peru, MA 01235

The Town of Peru may cancel this RFQ or reject in whole or in part and all proposals, if we determine that cancellation or rejection serves the best interest of the Town of Peru.

III. Pre-Proposal Conference/Briefing

There will be pre-proposal conference/briefing for this project on Wednesday, November 13, 2024 at 11 a.m. at the Peru Town Hall, 3 East Main Road, Peru, MA 01235.

IV. Submission Deadline and Instructions

Qualified persons or firms are requested to submit a statement of qualifications/proposal, including a completed Standard Designer Application Form for Municipalities and Public Agencies in a sealed envelope marked "Peru Town Hall/Community Center/Library Feasibility Study" with the applicant's name and address on the front. Applicants shall provide one (1) signed original proposal, four (4) copies and one digital copy. Fax or electronic submissions will not be accepted.

Applicants must also execute and include in the sealed submission the Certificate of Non-Collusion and the Certificate of Tax Compliance. The Town of Peru's Building Assessment and Needs Committee is conducting the designer selection process and will evaluate the applicants based on established criteria outlined in the Town of Peru's Designer Selection Procedures as detailed within this RFQ. The Town of Peru, through its Board of Selectmen, is the awarding authority and reserves the right to reject all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; and to award contracts or to cancel this Request for Qualifications if it is in the Town of Peru's best interest to do so.

Proposals must be signed as follows: a) if the bidder is an individual, by her/him personally; b) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and c) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

All sealed proposals must be received and registered by the Town Administrator's office by December 10, 2024 at Noon. All outer envelopes must be labeled "Peru Town Hall/Community Center/Library Feasibility Study" and mailed or hand delivered to the following address:

Ms. Terry Walker Town Administrator
Town of Peru
3 East Main Road, Suite #100
Peru, MA 01235

No proposals will be accepted after the time and date noted. Late delivery of materials due to any type of delivery system shall be cause for rejection. If on the date and time of the submittal deadline the Town Hall is closed due to an uncontrolled event such as fire, snow, ice, wind or building evacuation, the submittal deadline will be postponed until 2:00 p.m. on the next normal business day.

V. Questions or Addendum

Questions concerning this RFQ must be submitted in writing to: Terry Walker, Town Administrator, Town of Peru, 3 East Main Road Suite #100, Peru, MA 01235 or they may be emailed to Ms. Walker at townadmin@townofperuma.com. Questions/ inquiries must be received by Noon on December 3, 2024 to be considered. Questions/inquiries may be

delivered, mailed, emailed or faxed. Written responses will be posted on the Town's website (www.townofperuma.com) in "Bids and Opportunities" by close of business on December 4, 2024.

If any changes are made to this RFQ, an addendum will be posted on the Town's website in "Bids and Opportunities". It is the sole responsibility of the bidder to ascertain the existence of any addenda and/or modifications issued by the Town. As this RFQ has been published on the Town's website (www.townofperuma.com) all bidders are responsible for checking the website for any addenda and /or modifications that are subsequently made to this RFQ.

The Town accepts no liability for and will provide no accommodation to bidders who fail to check for amendments and/or modifications to this RFQ and subsequently submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the RFQ language or any RFQ component files. Modifications to the body of the RFQ, Scope of Work, terms and conditions, or which change the intent of this RFQ are prohibited and may disqualify a response.

All proposals submitted in response to this RFQ shall remain firm for sixty (60) days following the submittal deadline. It is anticipated that the contract will be awarded within thirty (30) days after the submittal deadline.

Bidders are not to communicate directly with any employee of the Town of Peru, except as specified in this RFQ, and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFQ.

Bidders may contact the Contact Person for this RFQ in the event this RFQ is incomplete, or the bidder is having trouble obtaining any part of the RFQ electronically through the Town website (www.townofperuma.com), including, and without limitation the form and attachments.

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

VI. Modifications to Proposal

A vendor may correct, modify, or withdraw a proposal by written notice received by the Town prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. __." Each modification must be numbered in sequence and must reference the original RFQ.

VII. Objectives

The overall objective of the Peru Town Hall/Community Center Improvement Feasibility Study is to identify the current conditions of the facility, identify modifications that would be required

to achieve code compliance upon initiation of a large scale renovation, and determine the feasibility of renovating the existing facility. The successful designer will be required to complete the following:

- A. Review prior studies, plans and reports (will be provided to successful vendor)
- B. Develop a needs assessment which would include efficient operations, location and adequate office space. Interview department heads to understand current staffing levels, seasonal staffing needs and projections for any potential staffing changes. Work with department heads to understand any potential facilities / staffing needs related to pending changes in law, policy changes, etc.
- C. Identify any code, regulatory, or accreditation requirements applicable to the design of a renovation or new construction project.
- D. Identify requirements related to bringing the Peru Library into the Town Hall/Community Center building and include the relocation of the library into the town hall in the needs assessment.
- E. Perform a non-destructive structural/architectural analysis of the Town Hall/Community Center to determine condition and opportunity for renovation and use for municipal space, or other purpose. This analysis shall include all components and building systems including but not limited to: electrical, plumbing, HVAC/Mechanical, Communication, Internet Technology, Architectural, Structural, ADA Compliance, and Video/Security/Fire Alarm systems as well as a civil review of the site.
- F. Present feasible solutions and alternatives with justification, including schematic designs, and cost estimates. This shall include renovation options, new construction options, or a combination of both.

VIII. Scope of Work/Deliverables

A. Needs Assessment

Meet with Town to determine their facilities and space needs to effectively carry out their missions for the time period of the next 20 years. Components of the need assessment would include, but not be limited to: staffing requirements, equipment storage, technology needs, and Americans with Disabilities Act (ADA) compliance, spatial needs of each department to be housed within the structure. This shall include the Peru Library which is currently housed in a separate building.

B. Building Assessment

1. Building

Structural/architectural analysis of the Town Hall/Community Center to determine condition and opportunity for renovation and use for municipal space, or other purpose. This analysis shall include all components and building

systems including but not limited to: electrical, plumbing, HVAC/Mechanical, Communication, Architectural, Structural, ADA Compliance, Internet Technology, and Video/Security/Fire Alarm systems.

A report of findings with supporting documentation shall be prepared following the Building Assessment. Schematic drawings identifying existing architectural conditions of the building shall be prepared and furnished as part of this report.

C. Alternatives, Scenarios, and Facilities Improvement Plan Development

With the needs established and the existing conditions of the facility identified, the consultant shall prepare a range of alternatives for the Town to consider. Each alternative should include:

- Pros and cons;
- Schematic building design concepts; ○ Projected design, development, and construction costs; ○ Projected capital cost and operating cost; ○ Impact on Town/department operations;
- Consideration of health, safety, or legal requirements; ○ Timelines for projects, both individually and collectively; and ○ Accessibility
- Comparisons to other municipalities with similar use facilities

IX. Minimum Criteria/Qualifications

Each applicant must demonstrate that it meets the following minimum qualifications:

- A. Vendor shall have a minimum of three (3) years of experience in performing the work described in this RFQ.
- B. Vendor shall submit a complete list of all contracts performed in the past five (5) years that are similar in scope to this project with contact names and telephone numbers.
- C. Vendor shall submit a minimum of three (3) references of contracts performed that are similar in scope to this project with contact names and telephone numbers.
- D. Vendor shall include a project manager who has a minimum of five (5) years of experience in performing the work described in this RFQ and is a registered professional architect or engineer. Include resume for the Project Manager and all key personnel who will be assigned to work on the project.
- E. Submission of separate and sealed proposal and pricing sheet.
- F. Submission of completed Standard Designer Application Form for Municipalities and Public Agencies not within DSB jurisdiction.

X. Designer Selection Procedures

The Building Needs and Assessment Committee will review the submitted proposals in accordance with the Town of Peru's Designer Selection Procedures and select three finalists and rank them in order of qualification. The ranked finalists shall be transmitted to the Board of Selectmen (Approving Body) with the Committee's recommendation. The Approving Body shall select a designer in accordance with Peru's Designer Selection Procedures.

XI. Timeline

The consultant will be expected to commence activities immediately upon award of the contract, which is anticipated to be by the middle of January 2025, and to have available a preliminary report for review by the end of May 2025. The consultant is expected to meet with the Building Committee/Town Administrator and/or Selectboard to review and discuss findings and options. Upon awarding of the contract, the consultant and the Town Administrator will develop and agree to a scheduled plan that includes milestones and dates for completing reports, presentations, and other related activities.

XII. Method for Award

The contract will be awarded to the responsible and responsive vendor submitting the most advantageous proposal taking into consideration all evaluation criteria and ranking by the Building Committee. The Committee will provide their ranking and recommendation to the Board of Selectmen (Approving Body) upon completion. The Approving Body will evaluate the Committee's recommendation and make the contract award.

The fee for the work will be negotiated with the firm that is awarded the contract, however not to exceed \$50,000.

ATTACHMENT A

OWNER-ARCHITECT/ENGINEER AGREEMENT

OWNER-ENGINEER AGREEMENT

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and _____, between _____, with a usual place of business at _____, hereinafter called the ENGINEER, and the _____, acting by its _____, with a usual place of business at _____, hereinafter called the OWNER.

The ENGINEER and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Engineer shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as _____ (the Project), in accordance with the Scope of Services set forth in Attachment A.

2. Contract Price

The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the not to exceed sum of _____ Dollars (\$_____). Said sum does not include payment for _____ phase services, which shall be compensated according to the schedule set forth in Attachment B. (strike out second sentence if not applicable)

3. Commencement and Completion of Work

- A. It is agreed that time is of the essence of this Agreement. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before _____, 200__.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Engineer shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion within the stipulated number of calendar days.

4. Performance of the Work

A. Direction of the Work: The Engineer shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location. The Engineer shall be solely responsible for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

- (1) The Engineer shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Engineer. Consistent with the standard of care referenced in paragraph A. above, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or his consultants and subcontractors. The Engineer shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the Owner shall not be necessary.
- (2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The Engineer and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement, including those of the Massachusetts Highway Department and the Department of Environmental Protection.
- (5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the Owner in its administration of the

Agreement, or by inspections, tests or approvals required or performed by persons other than the Engineer.

- (6) Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Engineer shall become the property of the Owner upon payment in full therefor to the Engineer. Ownership of stamped drawings and specifications shall not include the Engineer's certification or stamp. Any re-use of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the Engineer's rights under this Agreement.

D. Notices, Compliance With Laws:

- (1) The Engineer shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The Engineer shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid.
- (2) If the Engineer observes that any of the Owner's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) In the performance of the Work, the Engineer shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Engineer's Investigation

Upon request of the Engineer, the Owner shall furnish to the Engineer available surveys, data and documents, if any, relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from sources at present available to the Owner. All such

information is furnished only for the information and convenience of the Engineer and is not guaranteed. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the Engineer must satisfy himself as to the correctness of such information. If, in the opinion of the Engineer, such information is inadequate, the Engineer may request the Owner's approval to verify such information through the use of consultants or additional exploration. In no case shall the Engineer commence such work without the Owner's prior written consent. Such work shall be compensated as agreed upon by Owner and Engineer.

6. Payments to the Engineer

- A. The Owner shall make payment to the Engineer, monthly, upon approval of the Engineer's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price.
- C. If the Owner authorizes the Engineer to perform additional services, the Engineer shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the Engineer shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the Engineer shall be reimbursed by the Owner: (a) at 1.1 times the actual cost to the Engineer of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the Owner; (b) at 1.1 times the actual cost of additional or specially authorized expense items, as approved by the Owner.

8. Final Payment, Effect

The acceptance of final payment by the Engineer shall constitute a waiver of all claims by the Engineer arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- C. No Limitation of Rights: The indemnification obligation of Engineer under this paragraph 10 is in addition to, and not in limitation of, any other rights and remedies available to the Owner under this Agreement, at law or in equity.

11. Insurance

- A. The Engineer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the Engineer shall notify the Owner should coverage become unavailable.

- C. The Engineer shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The Engineer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to

the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Owner.

- E. The Engineer shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. The Owner reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Engineer. In the event that the Agreement is terminated pursuant to this subparagraph, the Engineer shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Royalties and Patents: The Engineer shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Engineer shall not be responsible to the extent of any loss resulting directly from a particular design, process or the product of a particular manufacturer or manufacturers where the same have been specified solely by the Owner, except that if the Engineer believes or has reason to believe that the design, process or product so specified is or may be an infringement of a patent, he shall be

responsible for such loss unless he promptly gives such information to the Owner in writing, and thereafter the Owner insists in writing on the use of the design, process or product specified.

- B. Assignment: The Engineer shall not assign or transfer any of its rights, duties or obligations under this Agreement without the advance written approval of the Owner, in its sole and absolute discretion.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. Certification of Tax Compliance: By its execution of this Agreement, the Engineer certifies, pursuant to General Laws Chapter 62C, Section 49A and under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

ENGINEER:

OWNER:

By its:

By: _____
Name:
Title:

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any 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.

Signature of person submitting contract/bid

Date

Name of Business

ATTACHMENT C

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or Federal
Identification Number

Signature of Individual or
Corporate Name

Corporate Officer
(if applicable)

ATTACHMENT D

TOWN OF PERU DESIGNER SELECTION PROCEDURES

Town of Peru

Designer Selection Procedures

Adopted this 16th day of September, 2024

1. These procedures govern the selection of designers for any municipality or local public agency building project subject to the state designer selection law, M.G.L. c. 7C, §§ 44-58. Any other local law governing the procurement of services will be inapplicable to these procurements.
2. The Board of Selectmen (Approving Body) of the Town of Peru (Awarding Authority) has the authority to conduct the designer selection process for the Awarding Authority. The Town of Peru Board of Selectmen may delegate any duties described herein to the extent such delegation is permissible by law.
3. The Approving Body shall designate the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct the designer selection process. No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:
 - a. has a direct or indirect financial interest in the award of the design contract to any applicant;
 - b. is currently employed by, or is a consultant to or under contract to, any applicant;
 - c. is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
 - d. has an ownership interest in, or is an officer or director of, any applicant.
4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the Central Register published by the Secretary of the Commonwealth, and in any other place required by the Approving Body, at least two weeks before the deadline for filing applications.
5. The advertisement shall contain the following information:
 - a. a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;

- b. if there is a scope of work for the building project, a statement of when and where the scope of work will be available for inspection by applicants;
 - c. when and where a briefing session (if any) will be held;
 - d. the qualifications required of applicants;
 - e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
 - f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
 - g. when and where the RFQ can be obtained and the applications must be delivered.
6. The RFQ shall include the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction," which is available for download from the Massachusetts Designer Selection Board website at Procedures for Municipalities and Public Agencies not within DSB Jurisdiction. The Application Form may be amended to include additional information on a project-specific basis.
7. The Committee shall evaluate applicants based on the following criteria:
 - a. prior similar experience;
 - b. past performance on public and private projects;
 - c. financial stability;
 - d. identity and qualifications of the consultants who will work with the applicants on the project; and
 - e. any other criteria that the Committee considers relevant to the project.
8. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so.
9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Approving Body. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, § 44C, shall be included as a finalist on the list. The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.
10. If the fee was set prior to the selection process, the Approving Body shall select a designer from the list of finalists. If the Approving Body selects a designer other than the one ranked first by the Committee, the Approving Body shall file a written justification for the selection with the Committee and maintain a copy in the contract file.

11. If the fee is to be negotiated, the Approving Body shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Approving Body shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Approving Body is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Approving Body prior to selection of finalists.
12. If the Approving Body is unable to negotiate a satisfactory fee with any of the finalists, the Approving Body shall recommend that the Committee select additional finalists.
13. The Approving Authority may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Approving Authority may commission, at its discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to insure its reasonableness and its adequacy before allowing the designer to continue on the project, provided the Approving Authority otherwise complies with the statutory requirements for selecting a designer under Chapter 7C of the General Laws, including those set forth in M.G.L. c. 7C, § 54(a)(i).
14. Every contract for design services shall include the following:
 - a. certification that the designer or construction manager 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 design services;
 - b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, 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 designer or construction manager;
 - c. certification that no person, corporation, or other entity, other than a bona-fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and

- d. certification that the designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R(d).
15. All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.
16. The Awarding Authority shall not enter into a contract for design services unless the Awarding Authority or the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the Awarding Authority may require, for the applicable period of limitations. A designer required by the Awarding Authority to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the Awarding Authority prior to the award of the contract.
17. Every contract for design services shall include a provision that the designer or its consultants shall 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 bid documents, as reasonably determined by the individual responsible for administering the design contract.
18. In the event of an emergency that precludes the normal use of these designer selection procedures, the Approving Body may elect to authorize expedited procedures to address the emergency. The Approving Body shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.
19. The Approving Body may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Approving Body shall rank the finalists in order of qualification and select the designer for the emergency work.
20. The Awarding Authority shall publish the name of any designer awarded a contract in the Central Register.
21. The following records shall be kept by the Awarding Authority:
 - a. all information supplied by or obtained about each applicant;

- b. all actions taken relating to the project; and
- c. any other records related to designer selection.
- d. All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

22. The Awarding Authority shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in accordance with M.G.L. c. 7C, § 48(h), and file completed evaluations with the Board and any other agency named in M.G.L. c. 7C, § 48(h).

23. Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements of any other applicable law or regulation.

24. For any municipal design or construction project that includes funding provided by the Commonwealth, in whole or in part (such as reimbursements, grants and the like), cities and towns must incorporate minority-owned business enterprise and women-owned business enterprise participation goals. If applicable, the Awarding Authority shall take steps to assure that it complies with all Supplier Diversity Office requirements.



Verne Leach, Chairman



Edward Munch, Selectman



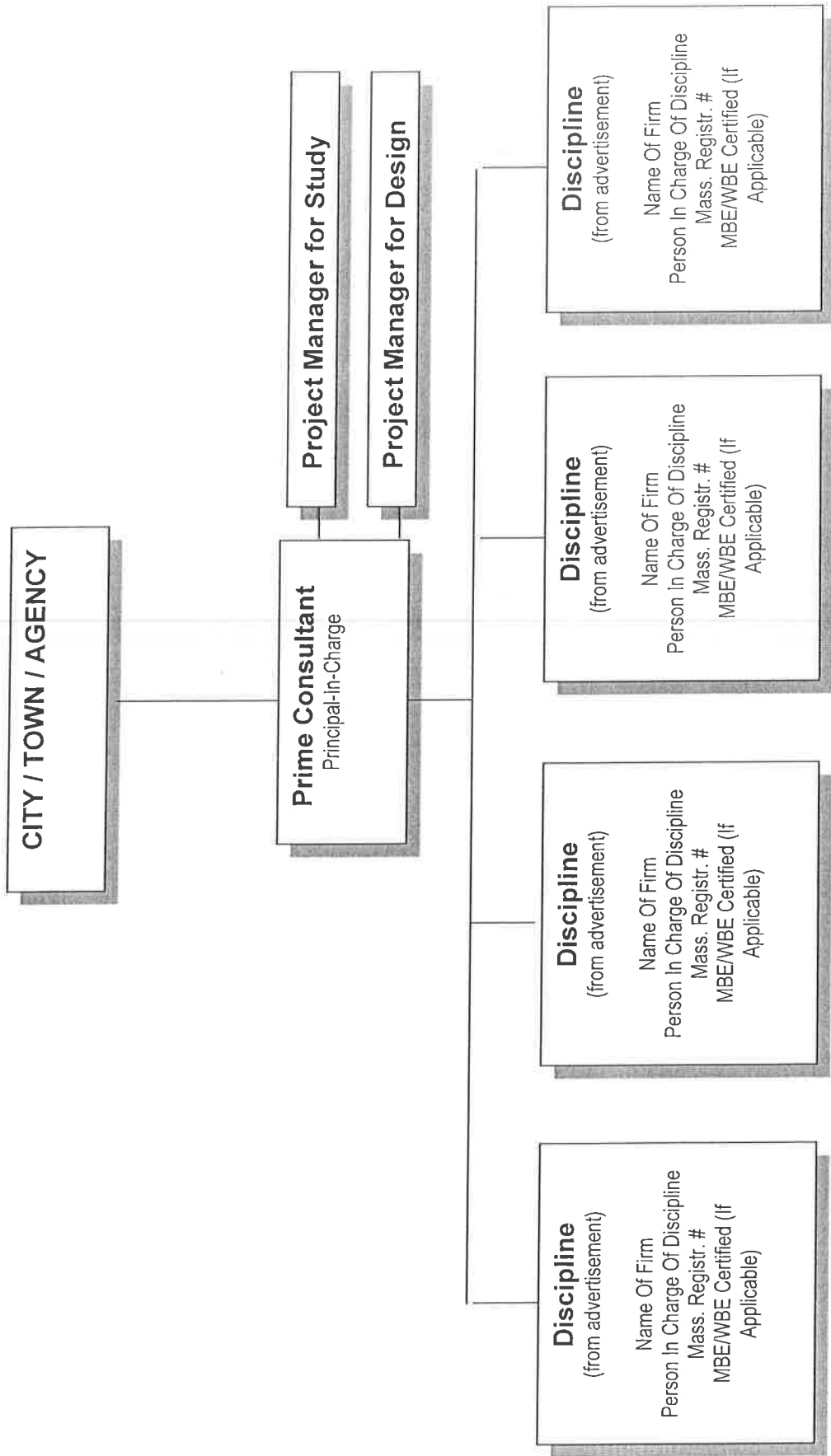
Samuel Haupt, Selectman

Date: September 16, 2024

ATTACHMENT E

STANDARD DESIGNER APPLICATION FORM FOR MUNICIPALITIES AND
PUBLIC AGENCIES NOT WITHIN DSB JURISDICTION

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. <u>Include Resumes of Project Managers.</u> 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>	
<p>a. Name and Title Within Firm:</p>	<p>a. Name and Title Within Firm:</p>
<p>b. Project Assignment:</p>	<p>b. Project Assignment:</p>
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</p>	<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</p> <p> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE </p>
<p>d. Years Experience: With This Firm: _____ With Other Firms: _____</p>	<p>d. Years Experience: With This Firm: _____ With Other Firms: _____</p>
<p>e. Education: Degree(s) /Year/Specialization</p>	<p>e. Education: Degree(s) /Year/Specialization</p>
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number</p>	<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number</p>
<p>g. Current Work Assignments and Availability For This Project:</p>	<p>g. Current Work Assignments and Availability For This Project:</p>
<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</p>	<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</p>

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).

a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

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

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

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 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11.	Professional Liability Insurance:	Aggregate Amount	Policy Number	Expiration Date
12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO . If YES , please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).			
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:			
	Name	Title	Status/Discipline	Name
	a.			d.
	b.			e.
	c.			f.
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors:			
	Name	Title	Status/Discipline	Name
	a.			d.
	b.			e.
	c.			f.
15.	Names Of All Owners (Stocks Or Other Ownership):			
	Name And Title	% Ownership	MA Reg.#	Name And Title
	a.			d.
	b.			e.
	c.			f.
16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.			
	Submitted by (Signature)			Date