UNIVERSITY OF MASSACHUSETTS AMHERST

Request for Qualifications: Study & Design for Civil/Site/Transportation Repairs, Renovations, New Construction of Various Projects

RFQ AA15-PR-5006 – REBID

March 4, 2015

SUBMITTED BY THE AMHERST PROCUREMENT DEPARTMENT

SPONSORED BY THE DESIGN & CONSTRUCTION MANAGEMENT GROUP

A DIVISION OF FACILITIES & CAMPUS SERVICES
I. GENERAL
The University of Massachusetts at Amherst (UMA) is soliciting proposals from qualified firms for the study and design of civil, transportation, site, infrastructure and other projects governed by Massachusetts General Law Chapter 30. The selected firm(s) will provide these design and construction administration services for a variety of Capital Projects at the University of Massachusetts at Amherst.

The executed prime contract will be an ‘On Call Service Contract’ with a value not to exceed two million dollars ($2,000,000) for Basic Services and five hundred thousand dollars ($500,000) for Reimbursable Expenses. The University reserves the right to issue more than one contract as a result of this Request for Qualifications.

Proposals shall be received no later than 2:00 PM on Wednesday, March 18, 2015. Proposals shall be addressed and delivered to:

| University of Massachusetts Amherst |
| Procurement Department |
| Room 407 Goodell Building |
| 140 Hicks Way |
| Amherst, MA 01003-9334 |
| Attention RFQ AA15-PR-5006 - REBID |

Each proposal shall clearly identify the respondent's name and business address. One original, clearly marked as such, one (1) electronic – preferably in the format of one complete Adobe PDF file on a USB storage device, and one (1) copy of each bid shall be submitted to the University. Please print the following in the lower left hand corner of all envelopes and/or packaging:

RFQ AA15-PR-5006 – REBID : Civil, Site, Transportation Repairs, Renovations, New Construction
Proposal Submission Deadline: 2:00 PM, Wednesday, March 18, 2015.

Proposals delivered late or to another location will be rejected and filed unopened in the Procurement file.

II. GENERAL SCOPE OF WORK
The designer, as defined in ¶ III, will be responsible for the study, design, and construction management of a variety of civil, site, infrastructure and/or transportation projects, and other projects governed by Massachusetts General Law Chapter 30 located at the University. Some examples of the types of work anticipated are:

- Evaluate, design, and manage multiple capital projects consisting of technically complex studies, alterations, repairs, renovations, and new construction to the University’s infrastructure and facilities. These projects could include:
o Planning, site selection, development of site utility and landscape, concept plan alternatives, and cost estimating.
o Preparation of technical and executive reports with clear concise text and presentation graphics.
o Evaluations and studies of existing utility systems. This infrastructure could include steam, water, electrical, chilled water, reclaimed water, data/telecommunications, storm and/or sewer systems.
o Site infrastructure projects including steamline replacement, high voltage electrical distribution system improvements, data/telecommunications, water, chilled water, reclaimed water, sewer, and storm drain work.
o Site and transportation improvement projects including grading, stormwater management, landscaping, sidewalk, and roadway work.
o Parking and multimodal transportation facilities including parking lots, parking garages, and bicycle facilities.
o Athletic fields and facilities.
o Handicapped accessibility.
o Provide sustainable design solutions as may be available for incorporations into the individual projects.

- Manage the work of subconsultants during feasibility studies, schematic design, design development, and contract documents phases. Provide contract administration services, in coordination with UMA and other agencies.
- Coordinate designer site visits for testing, review meetings, site inspections, and/or site investigations with UMA personnel. Coordinate designer meetings with authorities having jurisdiction on the project. These authorities could include the State Building Inspector, State Plumbing Inspector, Amherst and/or Hadley Conservation Commissions, the Department of Environmental Protection, the Environmental Protection Agency, Town of Amherst Electrical Inspector, and Town of Amherst Fire Department.
- Coordinate and lead the review of planning and contract documents with F&CP staff, University representatives, authorities having jurisdiction, and other consultants to ensure compatibility with University planning goals, design guidelines and standards, and maintenance and operational objectives.
- Manage and coordinate the University’s activities during construction phase of assigned projects. Coordinate work with UMA Construction and/or Resident Engineers to assure contractor compliance with the construction contract.
- Coordinate and manage project startup, fit out, and system commissioning.
- Prepare financial analysis and preliminary total project cost estimates for planning and budget development. Prepare life cycle cost analysis for utility infrastructure improvements. Manage and design towards project budgets during the course of the project.
- Develop and provide value engineering alternatives when required to maintain project budgets and/or schedules.

III. THE CONSULTANT TEAM
The University will select and contract with a prime consultant who may have all required disciplines in-house under the management of one firm or a prime consultant with independent sub-consultants coordinated and managed by the prime consultant. The prime consultant will be responsible for reviewing and coordinating all work to provide well organized and professional...
quality final products and deliverables. Although all consultants listed may not be required for each project, the consultant team must include qualified professionals in the disciplines listed below as a minimum. The Qualification Package shall indicate the initial sub-consultant team as part of the RFQ submission for evaluation purposes. The sub-consultant team may vary if warranted on a project by project basis. The work of the team that shall be included in the Basic Services fee includes the following disciplines:

- Civil Engineering
- Mechanical Engineering
- Electrical Engineering
- Structural Engineering
- Geotechnical Engineer
- Landscape Architect
- Land Surveyor
- Cost Estimator
- Certified Arborist
- Asbestos Project Designer

The term “Designer” shall refer to a Prime Consultant and sub-consultant(s) team.

Other consultants and specialists may be retained as a reimbursable expense as needed and subject to prior approval by the University. As a minimum, these consultants could include Industrial Hygienist (Asbestos and other Hazardous Materials), fire protection engineer, code consultant, stress modelling specialist for steam systems, and boring/geotechnical investigation contractor.

IV. PROCESSES AND PROCEDURES

Projects under this contract will be initiated through a proposal process. Typically, the Design & Construction management Division (D&CM) will provide the following basic information to the Designer as part of a Request for Proposal for a specific project. This information will then form the basis of the Scope of Work for the designer.

- **Project Scope**, This scope may simply be a Study that will be used to identify project scope and cost or the University may have a specific project scope from which a design effort can begin without further investigation.
- **Budget**, which may include an anticipated fixed limit construction cost (FLCC) and/or Total Project Cost (TPC) for the project.
- **Schedule**, a desired schedule of project delivery, including milestones when available.
- **Restrictions or Limitations**, any known site, phasing, or programming issues that are known by the University will be fully identified for consideration by the Designer.
- **Related Documents**, the University will strive to provide copies of all relevant background documentation in the form of standards, studies, plans, and other documents. Many of these documents are available in electronic format.

The following tenets will guide the processes and procedures in the execution of the work:
The Designer will be responsible and accountable to the Director of the Design & Construction Management Division.

The University expects that a single, primary Project Manager will be assigned by the designer to the University for the duration of each project. In the event that a change of prime Project Manager is necessary, the designer will make provisions for continuity of both project and “institutional” knowledge without retraining or additional cost by the University.

The designer will work within the guidelines and laws of the Commonwealth of Massachusetts and University and will follow these processes and procedures for the procurement of its services. The primary Project Manager will be familiar with and maintain current knowledge of all applicable regulations regarding State design and construction codes and standards and State procurement policies that affect construction.

The University will provide full and open access to the D&CM Record Drawings and Archives. Many of these documents will be made available in electronic format.

The University will provide the designer with a copy of the University of Massachusetts at Amherst General Design Guidelines, Campus Landscape Design Standards, Campus Signage Standards, and Utility Design Guidelines.

The University will execute and hold the Construction contracts and all contracts for related construction work. The designer will provide Construction Administration services as directed by the D&CM Division.

V. BASIC AND REIMBURSABLE SERVICES

Basic Services include:

- The work of the Designer, as defined in ¶ III, for the duration of the project(s) assigned.
- All travel to and from the Amherst campus.
- All meals, lodging, and other personal expenses.
- All other costs related to the provision of design services with the exception of those identified as Reimbursable Expenses below.

Reimbursable Expenses must be pre-authorized by the University’s Project Manager. These may include:

- Project related travel outside the Amherst, MA area.
- Special subconsultants, examples of which were identified in ¶ III.
- Special printing, mailing, testing, or other services outside the normal services provided by the designer and as identified in “Other Conditions or Services to the Contract for Services”, which can be found in Appendix A.

VI. PROPOSAL SUBMISSION REQUIREMENTS

Proposal Submission:

One (1) original, one (1) electronic – preferably in the format of one complete Adobe PDF file on a USB storage device, and one (1) hard copy of each proposal shall be submitted to the University.
The original shall be marked as such as identified and as instructed in ¶ I and ¶ VIII. The proposal must include the following information:

1. **Qualifications of the Firm**
   A summary presentation describing the unique qualifications of the firm for this contract.

2. **Descriptions of Prime Firm & Subconsultants**
   History and description of firm(s) indicating principal business of firm and complete description of in-house services. Include both the total number of personnel in each discipline and the number of personnel holding professional registration.

3. **Project Organization**
   Provide an organizational chart showing the design team, indicating the Prime Consultant and each sub-consultant.

   For each firm involved, list the Principal-in-Charge, the Project Manager, and other support personnel. For each required discipline, list the key persons that will be assigned to this project. Submit resumes of these key individuals identifying their education and recent experience relevant to the services required for this project.

4. **Project Experience**
   Provide a list and description of similar project experience for the primary firm and all key designers that demonstrate the firms’ current qualifications for this project. List experience of key individuals on these projects. Information required should include the following as a minimum:

   - Name of Project
   - Owner representative, address and telephone number
   - General scope and dollar value of project
   - Period of performance
   - Principal or Project Manager in charge

5. **Current Client List**
   Provide a list of current clients, a contact person, and their address and telephone number. Include the name of the Project Manager from your firm who is working with this client.

6. **Bidder Affirmation Form**
   **Note:** An authorized representative of the bidder shall fill out and sign the Bidder Affirmation Form that is attached as Appendix B to this RFQ.

7. **Insurance**
   The firm shall maintain throughout the duration of the contract an Insurance Policy with coverage limits of not less than those defined in Article 13 of “Other Conditions or Services to the Contract for Services”, which can be found in Appendix A. The University requires a copy of the Insurance Certificate.
8. **Additional Information**

Provide any additional information deemed necessary by the firm to describe any characteristics or qualities beyond what is specified in the submission requirements in order to assist the University in evaluating a specific proposal.

This request for proposal does not create any contractual relationship between the University of Massachusetts Amherst and any party. The University reserves the right to accept or reject any or all proposals submitted for this project.

**VII. EVALUATION CRITERIA**

The following criteria will be used, at a minimum, in the selection process (the criteria is listed in rank order of importance):

1. Professional qualifications of the Prime firm.
2. Experience of the Prime firm and the subconsultants in the following types of projects:
   A. Evaluation and replacement of utility infrastructure systems in a campus setting. Site infrastructure projects could include steam line replacement including steam tunnels, high voltage electrical distribution system improvements, data/telecommunications, water, sewer, chilled water, and storm drain work.
   B. Study and design of roadway repairs and reconstruction.
   C. Study and design of parking lots and/or parking garages.
   D. Stormwater management and sustainable design projects.
   E. Greenscape and hardscape design.
   F. Athletic fields and/or recreation areas.
3. Demonstrated ability of the firm and its consultants to provide design and construction administration services that can meet the University’s need.
4. Prior experience working with Universities and/or Public entities.
5. Professional qualifications of the subconsultants.
6. References from previous/current clients.

**VIII. PROPOSAL FORMAT**

All questions from prospective firms concerning this RFP shall be referred to the Associate Director of Procurement, by email or fax only, by 5:00 PM, Tuesday, March 10, 2015. His contact information is:

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<tr>
<td><strong>Associate Director of Procurement</strong></td>
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<tr>
<td>University of Massachusetts –Amherst</td>
</tr>
<tr>
<td>Fax: (413) 545-1643</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:procurement@admin.umass.edu">procurement@admin.umass.edu</a></td>
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Inquiries received after the specified date and time will not be accepted. The University will post an addendum, if warranted, by 5:00 PM on Friday, March 13, 2015 at the following location:


It is the sole responsibility of the prospective firms to check the above address for addendum as they will not be issued or forwarded directly – only posted on the site for download.

**Proposals shall be received no later than 2:00 PM on Wednesday, March 18, 2015. Proposals shall be addressed and delivered to:**

University of Massachusetts Amherst  
Procurement Department  
Room 407 Goodell Building  
140 Hicks Way  
Amherst, MA 01003-9334  
Attention RFQ AA15-PR-5006 - REBID

Each proposal shall clearly identify the respondent's name and business address. One original, clearly marked as such, and one (1) copy of each bid shall be submitted to the University. Please print the following in the lower left hand corner of all envelopes and/or packaging:

RFQ AA15-PR-5006 – REBID: Civil, Site, Transportation Repairs, Renovations, New Construction  
Proposal Submission Deadline: 2:00 PM, Wednesday, March 18, 2015.

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**IX. CONTRACT**

The selected firm will be required to enter into a standard University Contract for Services. The successful vendor must sign the standard University Contract for Services and agree to all Terms and Conditions listed. A copy of the University Contract for Services can be viewed at:

http://www.umass.edu/procurement/Fill-In_Forms/CFS%20long_form.pdf

This contract shall further reference “Other Conditions or Services to the Contract for Services. A copy of this document is attached for informational purposes as Appendix ‘A’.

This RFQ and the successful vendor’s response will all become a part of the final contract.
Public Information
All bids and related documents submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, M.G.L. Chapter 66, Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the bid response that are inconsistent with those statutes will be disregarded.

Cost to Submit
The University is not responsible for any expenses that may be incurred by any bidder to prepare or submit bids.

Alterations to Bids
The bidder may not materially alter its bid response after the bids have been opened. Only the Director of Procurement may deem what constitutes a material alteration to a bid.

Bidders Exceptions to Contract Terms and Conditions
If bidder takes exception to any of the contract terms and conditions contained herein, it must be so noted in the bid. Such an exception may be grounds for rejection of the bid, at the option of the University.

Appendix A: Other Conditions or Services to the Contract for Services.
Appendix B: Bidder Affirmation Form.
Appendix C: Addendum to Contract Terms and Conditions

*** END OF REQUEST FOR QUALIFICATIONS ***
APPENDIX ‘A’

OTHER CONDITIONS OR SERVICES

TO THE CONTRACT FOR SERVICES

BETWEEN: THE UNIVERSITY OF MASSACHUSETTS

AMHERST, MASSACHUSETTS

AND THE CONTRACTOR:

FOR THE FOLLOWING CONTRACT:

STUDY AND DESIGN
FOR
CIVIL/SITE/TRANSPORTATION RENOVATIONS AND/OR REPAIRS OF VARIOUS PROJECTS
RFQ AA15-PR-5006

DESIGN & CONSTRUCTION MANAGEMENT

A DIVISION OF FACILITIES & CAMPUS SERVICES
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ARTICLE 1: DEFINITION OF TERMS

1. GENERAL LAWS -- the General Laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.

2. UNIVERSITY -- University of Massachusetts, Amherst, Massachusetts, an agency of the Commonwealth of Massachusetts.

3. OFFICE -- The Office of Design & Construction Management.

4. DIRECTOR -- Director of Design & Construction Management Division.

5. PROJECT -- the project which may involve one or several study or design projects under the overall contract.

6. CONTRACTOR -- as identified on the Contract for Services.

7. CONSULTANTS -- a third party that is employed by the contractor to provide services under this agreement.

8. GENERAL CONTRACTOR -- the party that is responsible for executing the construction contract.

9. PRINCIPALS -- the registered Architects or Engineers listed in Paragraph 5 of the Contract for Services.

10. APPROVAL OF THE DIRECTOR -- a written communication from the Director or his authorized representative to the Contractor expressing the University's approval of services or plans prepared by the Contractor which in no way relieves the Contractor from responsibilities, the Office review notwithstanding.

11. NOTICE TO PROCEED -- a written communication by the Director which constitutes an essential condition of this contract, authorizing the Contractor to perform the services for the project phase to which such Notice shall relate.

12. SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.

13. PROJECT MANAGER -- the University's representative responsible for overseeing the planning, design and construction on this contract.

14. RESIDENT ENGINEER -- the on-site representative of the University.

15. FIXED LIMIT CONSTRUCTION COST -- the maximum cost of construction established by the Office as set forth in the Notice to Proceed, and any amendments thereto.

16. CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project including all change orders.

17. TOTAL CONSTRUCTION COST -- the sum of (1) the actual construction contract total price, and (2) each authorized change order which revises the construction contract award price.
ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

1. The Contractor shall not employ consultants, sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval of and written consent of the Director. The Director shall not unreasonably withhold such approval. The written consent shall not in any way relieve the Contractor from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.

2. Except as otherwise provided in this contract or authorized by the Director, the Contractor shall employ within the basic fee for this project the following consultants where their specific services are required: Civil Engineer, Electrical Engineer, Mechanical Engineer, Structural Engineer, Geotechnical Engineer, Landscape Architect, Certified Arborist, Land Surveyor, Asbestos Project Designer, and Cost Estimator. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws. Arborists Certifications shall be either Board Certified Master Arborist (BCMA) or Registered Consulting Arborists (RCA). Asbestos Project Designer shall be per Massachusetts Department of Labor Standards.

3. When the Contractor receives payment from the University, the Contractor shall promptly make payment to each consultant whose work is included in the work for which such payment was received from the University. The Office shall have the contractual right to investigate any breach of a consultant contract and to initiate or condone corrective measures necessary for the best interest of the University.

ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS

1. The Office will furnish to the Contractor any available surveys of the project's building site, or sites, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.

2. The Office does not guarantee the accuracy of information and the Contractor must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by the Director. If the above data is not available or it is in the opinion of the Contractor insufficient, the Contractor, upon request, will be given authorization to obtain the services of a consultant or perform the work with his own employees. In no case shall the Contractor commence such work without prior written authorization of the Director.

3. During the construction phase of this contract, the Contractor may be asked to retain the services of a qualified testing laboratory and/or special field inspectors, when required by the project, subject to the prior approval of the Director.

4. If a consultant's services estimated to cost more than $25,000 are required, including the services of a qualified testing laboratory functioning under the jurisdiction of both a Massachusetts registered engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Contractor and approved by the Office. Consultant fee proposals shall be received by the Contractor and accompanied with recommendations of approval submitted to the Director before any work is authorized. Such consultants shall carry adequate Liability Insurance. When a consultant's services are estimated to cost $25,000 or less, the Contractor shall use established standard rates for such services.

5. Drawings and/or specifications needed to obtain geotechnical information, such as soil test borings, and any other soils engineering shall be completed by the Contractor within the
basic service fee. Soil test borings are a reimbursable expense. The Contractor shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.

6. Site topographic and existing infrastructure surveys shall be conducted when applicable by the Contractor or employed consultants within the basic service fee. The Contractor shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.

ARTICLE 4: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED

1. The Contractor shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Contractor shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this contract.

2. The Contractor shall furnish appropriate competent professional services for each of the phases to the point where detail checking or reviewing by the Office will not be necessary. Any changes, corrections, additions or deletions made by the Office shall be incorporated into the design of the Project unless detailed objections thereto are received from the Contractor and approved by the Office. The Contractor shall thoroughly acquaint his employees and consultants with the provisions of the University’s published Design Guidelines and Standards available on the University’s website. Variance from these published Guidelines and Standards requires written approval by the Director. Failure to obtain variance approval is subject for errors and omissions accountability.

3. It is the responsibility of the Contractor to review all of the findings and recommendations contained in these documents and determine if they are in conformance with all codes and professional practice. A report of this code analysis shall be provided to the Office. The Contractor shall thoroughly acquaint his employees and consultants with the provisions of General Laws Chapter 30, Section 39M, which provides in part: “for each item of material the specification shall provide for either a minimum of three named brands of material or description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials.” Refer to the law and the Office for procedure regarding proprietary items.

4. Neither the Office review, approval or acceptance of, nor payment for, any of the services furnished shall be construed to operate as a waiver or any rights under the contract or any cause of action arising out of the performance of the contract.

5. TYPE 1 CONTRACTS -- STUDIES, PROGRAMS, PLANNING, REPORTS

Studies, programs, planning, and reports may serve as the basis of the design for the Contractor’s work. The intent of this effort is to evaluate project scope, options, and alternatives as well as to establish project budgets, schedules, and resources. It is the responsibility of the Contractor to review all of the findings and recommendations contained in these documents and determine if they are in conformance with all codes and professional practice. A report of this code analysis shall be provided to the Office.

All studies/reports prepared by the Contractor shall generally include the following in accordance with the approved program:

- One or more site layouts.
- An outline of the major construction systems proposed for the project.
- The source, capacity, and method of obtaining and/or relocating any utilities.
- A budget cost estimate in as much detail as possible indicating the cost of the project.
- Any consideration of phasing of the project or unique features.
- A designation of the appropriate measures to be examined using life cycle costing techniques.
- Sustainable design goals and ways the project can meet those goals.
- Elements of construction or demolition waste that would be recyclable.

**TYPE 2 CONTRACTS -- DESIGN AND CONSTRUCTION**

**PHASE 1. -- SCHEMATICS**

Upon receipt of a Notice to Proceed from the Director acceptable to the Contractor, the Contractor shall meet as necessary with agents of the Office and the University and shall prepare and submit to the Director single line schematic drawings to establish basic design ideas and respective cost estimates. The Contractor shall submit to the Director for approval one (1) electronic copy and four (4) hard copies of said schematic plans, outline specifications and cost estimates, on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Contractor shall have obtained from the Director an extension of time in writing. The electronic submission for both the drawings and the specification shall be delivered as a single complete/compiled Adobe PDF file.

Estimated construction cost and fee as set forth in the original Notice to Proceed will not be changed by the Office without the agreement of the Contractor.

**PHASE 2. -- DESIGN DEVELOPMENT**

Upon receipt of a Notice to Proceed, the Contractor shall prepare from the approved Phase 1 documents complete preliminary plans and outline specifications and a cost estimate, to enable the Office and the University to study and understand the progress and development of the Project. Such plans, outline specifications and cost estimate shall be subject to the written approval of the University and the Director. The Contractor shall submit to the Director for approval one (1) electronic copy and four (4) hard copies of said preliminary plans, specifications and cost estimates, on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Contractor shall have obtained from the Director written extension of time. The electronic submission for both the drawings and the specification shall be delivered as a single complete/compiled Adobe PDF file.

**PHASE 3. -- CONSTRUCTION DOCUMENTS**

Upon receipt of a Notice to Proceed from the Director for Phase 3 of the Project, the Contractor shall meet as necessary with agents of the Office and the University, and shall prepare and submit to the Director on or before the date of time specified in the Notice to Proceed or any supplement thereto, complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the design development, outline specifications and construction cost estimate approved in Phase 2 of the Project, the Notice to Proceed with Phase 3, or any subsequent modification thereto. The detailed estimate of the cost of the Project shall include quantities of all materials and unit prices of labor and materials as well as a cost estimate for each item of work. Such working plans and specifications and cost estimates shall be subject to the written approval of the University and the Director. The Contractor shall furnish to the Director for approval one (1) electronic copy and four (4) hard copies of the said plans, specifications and construction cost estimates. From the approved working plans and specifications, with changes incorporated as so endorsed, the Contractor shall prepare and transmit to the Director one set (other suitable methods are subject to prior approval of the Director, i.e. uploading ).
which shall become the property of the University. In addition, the Contractor shall provide this information in digital format with the drawings submitted in AutoCAD (version 2013 as a minimum) and the specifications in the latest available version of Microsoft Word. The electronic submission for both the drawings and the specification shall also be delivered as a single complete/compiled Adobe PDF file.

The University will prepare the contract documents, including advertisements, for receipt of proposals from construction contractors, and execution of a construction contract or contracts. If requested by the Office, the Contractor shall prepare all addenda. The Contractor shall conduct a qualification review of the low bidder and shall transmit its recommendation as to the award of the construction contract to the Office.

If within six (6) months after approval of Construction Documents, in final form, the bids of the lowest responsible and eligible bidders exceed the fixed limit construction cost, the Contractor shall, if so instructed in writing by the Director, provide such revised working plans and specifications, and construction cost estimates as the Director shall require for the purpose of bringing the cost within the fixed limit construction cost; provided the Contractor may in connection with such revision make reasonable adjustments in the scope of the Project subject to the written approval of the Director which approval shall not be unreasonably withheld. The Contractor shall not be paid additional compensation for such services.

PHASE 4. -- CONTRACTOR'S SERVICES DURING CONSTRUCTION

Upon the award of the construction contract, the Contractor and his consultants shall, for the purpose of protecting the Commonwealth against defects and deficiencies in the work of the Project: (1) be charged with general administration of the construction contract; (2) furnish the General Contractor with information for establishing lines and grades and such large scale drawings and full sized detailed drawings as the Director may require; (3) promptly check and approve samples, schedules, shop drawings and other submissions by the General Contractor; (4) visit the site or sites of the Project conduct regular job meetings as required to assure appropriate work progress; (5) conduct regular inspections of the construction project and report the results of such inspections in writing to the Office; (6) require each consultant employed in accordance with Article 2 above to make visits weekly, and more often if requested by the Director, for the same purposes during the progress of that portion of the said construction to which the consultant's services relate and to report in writing thereon to the Contractor; (7) report to the Office weekly in writing on the progress of construction including whether or not the General Contractor is keeping record drawings; (8) recommend condemnation of all project work observed by the Contractor which fails to conform to the Contract Documents; (9) decide all questions regarding interpretation of or compliance with the Contract Documents, except as the Director may in writing otherwise determine; (10) review and act on all requests for change in plans, specifications, or contracts for the Project; (11) upon written instructions from the Director or Project Manager, furnish working plans and specifications for any such change; and (12) assist the Office in any change order appeal hearing requested under General Laws Chapter 30, Section 39Q, except as provided in Article 9.1 (7).

The Contractor shall be familiar with the University's procedures for payment to contractors and shall submit to the Office all requisition for payment submitted by the General Contractor. With respect to each such requisition, the Contractor shall certify to the best of his or her knowledge that the percentage of work included in the requisition is accurate and the work performed conforms to the contract documents. In the event the Contractor does not approve the requisition exactly as submitted by the General Contractor, said Contractor shall forward it for payment to the Office dated but unsigned with an accompanying letter of explanation setting forth objections and recommended changes. The Contractor shall coordinate the required weekly visit to the construction site in such a manner to be able to return to his or her office with the General Contractor's payment bearing the Resident Engineer's approval or letter of exceptions. Timely payments of General Contractors is required by General Laws Chapter 30, Section 39K; therefore, the Contractor shall establish office procedures assuring either immediate mail or messenger delivery of the requisition for
payment to the Office, and shall process requisition for payment within forty-eight hours of receipt.

ARTICLE 5: PROJECT SUPPORT PERSONNEL

1. In special circumstances, approved in writing by the Director, it may be necessary for the Contractor to employ on-site project support personnel. Compensation for any technical employee of the Contractor or its consultant shall be at the rate of three (3) times the wages (exclusive of benefits) of such employee provided that in no event shall the compensation for a technical employee exceed the total sum of One Hundred Fifty Dollars ($150.00) per hour.

2. Hourly logs for all on-site support personnel shall be submitted with monthly invoicing for those services rendered.

ARTICLE 6: RECORD DRAWINGS, REPORTS, CALCULATIONS

1. Before examining the requisition for final payment submitted to the Office by the General Contractor and making any certification in response thereto, the Contractor shall obtain from the General Contractor record drawings showing the actual installation of all work under the Construction contract and all variations, if any. The Contractor shall ascertain by his review that changes authorized by University Change Orders are shown on the Contractor's record drawings and shall submit to the Office the complete set as revised, which shall become the property of the University. In addition, the Contractor takes this information and updates the original construction documents to reflect all changes and as-built conditions. This information shall be provided in digital format with the drawings submitted in AutoCAD 2013 (as a minimum) and the specifications in the latest available version of Microsoft Word, which shall become the property of the University. The electronic submission for both the drawings and the specification shall also be delivered as a single complete/compiled Adobe PDF file.

2. At the conclusion of the construction contract, the Contractor shall submit to the Director a confidential evaluation report relating to the overall performance of the General Contractor and his subcontractors, in the form prescribed by the Office.

ARTICLE 7: CONTRACTOR'S BASIC FEE

1. For the performance of all services required in this contract and excluding those services specified under Articles 8, 9 and 10, the Contractor shall be compensated by the Office in accordance with the lump sum fee as designated in the Contract for Services. Each project proposal shall include a schedule of values identifying estimated hours, broken down by task, and rates of compensation for all personnel working on the project. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

2. If there is a material change in the scope of services provided in this contract, the Contractor and the Office will mutually agree to an adjustment in the Contractor's Basic Fee. Delay of one year or more by the Commonwealth plus a significant change in the estimated construction cost of the project will be considered a change in scope of services.

3. Payment of the design fee shall be made in accordance with Paragraph 4 of the Contract for Services and Article 11 of this attachment. Anything to the contrary notwithstanding in the Contract for Services and all attachments there to, the total amount to be paid under the Contract for Services shall not exceed the amount specified in paragraph 4.E of the Contract for Services.
**ARTICLE 8: EXTRA COMPENSATION**

1. With the formal written approval of the Director, the Contractor shall perform all or any of the following services in addition to the services performed pursuant to Article 4 above: (1) making measured drawings of existing construction facilities when required for planning additions, or alterations thereto; (2) revising previously approved drawings, specification or other documents to accomplish changes authorized by the Director; (3) preparing documents for alternate bids requested by the Director except alternates prepared by the Contractor to adjust the fixed limit construction cost; (4) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Article 5 as may be required in connection with the replacement of such work; (5) providing professional services made necessary by the default of the general contractor in the performance of the construction contract; (6) providing services after final payment to the contractor; (7) assisting the Office in change order appeal hearings under General Laws, Chapter 30, Section 39Q, by preparing special documents or appearing as a witness; (8) for preparing change orders and supporting data, except as set forth in Article 11; (9) revising working plans and specifications submitted in their final and complete form for which bids were not received within six months after submission; (10) making studies other than those normally required and preparing applications and reports to assist the Office in obtaining federal aid; (11) preparing operating and maintenance manuals; (12) observing the balancing of air and water circulation systems and reporting the results thereof; (13) observing and setting and adjusting automatic controls and reporting the results thereof; (14) assisting the University in litigation arising out of the construction contract; (15) performing services for interior design; and (16) performing any other professional services not otherwise required under this Contract.

2. For the services provided pursuant to Paragraph 1 of this Article and Article 4, the Contractor shall be compensated by the University at the Contractor's standard hourly rate for the time of any principal of the Contractor, or any principal of a consultant to the Contractor approved in accordance with Article 2 above, provided that the hourly rate for principals shall in no event exceed One Hundred Fifty Dollars ($150.00) per hour. Compensation for any technical employee of the Contractor or its consultant shall be at the rate of three (3) times the wages (exclusive of benefits) of such employee provided that in no event shall the compensation for a technical employee exceed the total sum of One Hundred Fifty Dollars ($150.00) per hour. The Contractor and its consultants shall complete a Certification Statement stating its standard hourly rate charged for principals and a copy of that statement, as approved by the Director, and revised from time to time, is incorporated into this contract. The Office shall have the right to require the Contractor or its consultants to provide the Office certified payroll statements from other current design contracts in order to verify the rates stated in the Certification Statement.

3. Upon submission by the Contractor of satisfactory evidence that additional expenses are being incurred beyond the amount realized on a fee basis, the Director may authorize extra compensation on the basis of actual cost plus overhead, but not profit and without a 2.75 times markup for additional services rendered under Phase 4, after the original scheduled construction completion time as extended by authorized additional work change orders has been exceeded by more than twenty-five percent (25%) through no fault of the Contractor. This shall only be applicable when the Contractor shall have submitted under Article 4 Phase 3 a detailed analysis or description of how the Contractor arrived at the estimated number of calendar days for completion of construction.
ARTICLE 9: REIMBURSEMENT

1. The Contractor shall be reimbursed by the University:
   a. The actual cost to the Contractor of special consultants not specified in Article 2 and approved in writing by the Director, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Director. The Director may approve a lump sum fee.
   b. The actual cost to the Contractor of consultants hired to obtain any data in accordance with Article 3 above, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Director. The Director may approve a lump sum fee.
   c. Any other specially authorized reimbursement, including special printing, beyond that identified in the scope of Article 4.
   d. For document copies in excess of numbers specified in the contract if requested by the Office.

2. The University shall not reimburse the Contractor for travel expenses under this contract, provided, however, that in special circumstances and with the prior approval of the Director, the Contractor may be reimbursed for out-of-state travel expenses consistent with the Rules and Regulations promulgated under Section 38, Chapter 7 of the General Laws.

3. The University shall not reimburse the Contractor for any telephone or other out-of-pocket miscellaneous expenses unless specifically authorized under this Article.

4. For coordination and responsibility of services authorized under 1 and 2 of Article 9, the Contractor shall be reimbursed the actual expense plus 10% where the estimated cost of the specific services is estimated not-to-exceed $50,000.00. The aforementioned percentage will be negotiated to a lesser factor in those instances when the not-to-exceed cost is projected to exceed $50,000.00.

5. The exemption number assigned to the University as an exempt purchaser under the Sales Act, Chapter 14 of the Acts of 1966 to the extent that material and supplies are used or incorporated in the performance of this contract for the Commonwealth is E 043-167-352 issued 11/18/92.

ARTICLE 10: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS AND CHANGE ORDERS

1. The Contractor shall be compensated in accordance with the rates specified in Article 9, for the services of its employees or any consultant listed in Article 2 for the preparation of modifications, change orders and supporting data. The Contractor or his 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 Contractor in the preparation of the bid documents, as reasonably determined by the Director. The Contractor shall not be compensated for any services involved in preparing changes required to make unit price adjustments due to existing conditions. Changes for which the Contractor receives no compensation under this Article shall be called "no fee modifications" or "no fee change orders". The fact that the Contractor receives no fee shall not limit the University's legal remedies regarding such changes.
2. Payments for modifications or change orders to the Contractor shall be made upon completion of the contractor's work under such modifications or change orders.

ARTICLE 11: METHOD OF PAYMENT TO THE CONTRACTOR

1. Except as the Director may otherwise authorize upon written request of the Contractor, the compensation payable under Article 8 above, for performance of all services specified in Article 4, shall be paid to the Contractor by the Commonwealth in accordance with the following instructions:

2. The basic fee for contracts shall be paid to the Contractor in accordance with the following cumulative schedule so that the total paid shall equal the percentage of the basic fee set forth at each step: If the scope of the project does not include some of these project phases, then the Contractor shall provide a work plan payment schedule for each phase of the project for review and approval by the University. Actual payments can be requisitioned by the Contractor upon satisfactory completion of deliverables within each phase.

   a. Fifteen percent (15%) upon approval of schematics design phase services.

   b. Twenty Five percent (25%) upon submission of the completed design development documents and cost estimate all in satisfactory form.

   c. Thirty percent (30%) of such compensation upon receipt of written approval of the 100% construction documents.

   d. Thirty percent (30%) of such compensation upon final acceptance of the Construction Contract.

ARTICLE 12: NOTICES, APPROVALS, INVOICES

1. Any notice required under this contract to be given by the University to the Contractor, or by the Contractor to the University, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Director to the Contractor at the address specified for the Contractor on Page 1 above, or the Contractor to the Director of Design & Construction Management, 360 Campus Center Way, University of Massachusetts, Amherst, MA 01003.

2. Written approval by the Director for Article 8 Extra Compensation and Article 9 Reimbursements shall be in the form of a letter.

3. All invoices except for those made under the provisions of Article 10 may be submitted monthly for any deliverables completed within that month and subject to contract terms and proper documentation will be promptly processed by the Office or returned to the Contractor. No invoice, however, shall be required to be submitted or processed when the net amount due is less than $200.00

4. Invoices for services under Article 11, Paragraphs 6, 7 and 8 shall set forth the name, payroll title and dates of site visits required under Article 4, Phase 4.

5. Invoices submitted for services which have not been previously authorized in writing shall be returned to the Contractor.

6. Invoices for services under Article 8, 9, and 10 shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours each day, hourly rate and extended amount.

7. Requests for previously authorized expenses of any nature must be accompanied by a billing/receipt from the source of the expense.
ARTICLE 13: INSURANCE

1. The Contractor shall at his own expense obtain and maintain a Professional Liability Policy for errors, omissions or negligent acts arising out of the performance of this agreement in a minimum amount equal to ten percent (10%) of the Fixed Limit Construction Cost and in any event shall not be less than $250,000. Insurance coverage in excess of one million dollars ($1,000,000) shall not be required with exceptions to be negotiated or expressed in the original public notice to Contractors. Subject to the prior approval of the Office, the Contractor may have a Professional Liability Policy with a deductible clause if in the judgment of the Office, the Contractor’s financial resources are sufficient to directly absorb the possible expense without surety assistance.

2. Said professional liability insurance required by Article 13, paragraph (1) shall be in force from the effective date of the Contract and shall extend through and including six years after the earlier of: (1) the date official acceptance of the Construction Contract by the Office; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Office pursuant to c. 30 of the general laws; or (4) the date of substantial completion of the Construction Contract and the taking possession for occupancy by the Office. The date on which professional liability insurance coverage shall commence (the Retroactive Date) on all policies (including policy renewals) relating to services provided by the Contractor for the Project shall be the effective date of the Contract, or an earlier date.

3. The Contractor shall take out and maintain at its own expense during the life of this Contract the following insurance: i) Worker’s Compensation Insurance in accordance with G.L. c.152; ii) General Liability Insurance and the Commonwealth of Massachusetts shall be names as an additional insured, minimum Bodily Injury Coverage of $500,000.00 each person and $1,000,000.00 each occurrence and minimum Property Damage Coverage $500,000.00 each occurrence and $1,000,000.00 aggregate; iii) Vehicle Liability Insurance in an amount not less than the compulsory coverage required in Massachusetts; iv) Valuable Papers Insurance in an amount not less than $300,000.00 to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data is turned over to the Office, and this coverage shall include coverage for relevant documents stored in computer aided design drafting (CADD) systems.

4. The Contractor shall not commence work on this contract until proof of Compliance with the insurance requirements of this Article 13 has been furnished to the Office by submitting three copies of a properly endorsed insurance certificate(s) issued by a company(s) authorized to write the respective insurance in this Commonwealth. “All policy renewals must be obtained by Contractor, and notice filed with the Office by way of properly endorsed insurance certificates, prior to expiration of current policies. Failure by Contractor to obtain all policy renewals and to provide the respective insurance certificates as required shall constitute just cause for termination of Contractor’s services under this contract.” 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 Office at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

5. “The Contractor shall indemnify, defend and save harmless the Commonwealth, the Operating Agency, the Office and all of its or their officers, agents, and employees against all suits and claims of liability of every name and nature, for or on account of any injuries to persons or damage to property to the extent that the same is the result of the negligence of the Contractor in the performance of the work covered by this Contract and/or of failure to comply with the terms and conditions of this Contract, whether by himself or his employees or subcontractors, provided the Contractor is notified of all suits and claims within a reasonable time after the Division becomes aware of it. The Contractor shall be afforded an opportunity to participate in
the defense and/or settlement of all such suits and claims. Contractor is not bound by the amount of damages suffered in any litigation or settlement and/or defense of such litigation or claim.”

6. Upon request of the Contractor or in the best interests of the University, the Director reserves the authority to modify any conditions of this Article upon mutual acceptance between both parties.

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