

NEW BUSINESS

9-24-12

Agreement Between Owner and Architect

AGREEMENT:

made as of the ____ day of _____ in the year of
Two Thousand and Twelve.

BETWEEN the Owner: The Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

and the Architect: Kastle Boos Associates, Inc.
(name and address) 325 Foxborough Blvd., Suite 100
Foxborough, MA 02035

For the following Project:
(Include detailed description of Project, location, address and scope.)

Police Station Feasibility Study

A description of the project is provided in Section B of the Request for Qualifications. The scope of design services is provided on in Section C of the Request for Qualifications. The Architect's performance of its services shall be in general conformance with the Project Approach section of Kastle Boos Associates, Inc.'s August 23, 2012 submission of Qualifications for Architectural/Engineering Design Services. The initial Scope of Services authorized in this Contract is limited to the performance of Schematic Design Services, as provided in Article 11.

Exhibit A attached hereto contains the documents listed above for the description of the Project, the Scope of Services and the Project Approach.

The Owner and Architect agree as set forth below.-

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Time is of the essence of the Agreement. The schedule includes allowances for periods of time required for the Owner's review and approval of design submissions and for approval by public agencies having jurisdiction over permits for the Project. The Architect shall not be held responsible for any delay in review and approval by a public agency over which the Architect has no control. The time limits established in the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. In the event the Architect is unable to meet a target date, or a revised target date approved by the Owner, the Architect shall provide the Owner with a plan showing how it intends to recover the time lost, by the next target date.

1.1.3 The Architect shall exercise due care and diligence in the rendition of all services under this Agreement in accordance with the applicable professional standards in Massachusetts. The Architect's services shall be performed as expeditiously as is consistent with such standards. Whenever required by State law or regulations, design submissions shall be stamped by a registered professional Architect or Engineer.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Article 2 and other services specifically identified in Article 12 as part of Basic Services, and include services related to preparing applications for the various permits required for the project, attending hearings on the permits, attending regular public meetings with the Owner and its representatives, and the preparation of cost estimates at the different phases of the work as specified herein. The Architect's responsibility does not include applications for permitting related to the construction of the project, nor any other permitting which is traditionally completed by the General Contractor.

2.1.2 The Architect shall prepare an initial estimated cost estimate for the Project.

2.1.3 The initial estimated construction cost, as approved by the Owner, shall become the Fixed Limit of Construction Cost ("FLCC"). As the design develops, any proposed design revisions that are expected to cause a revision to the FLCC shall be brought to the Owner's attention for review and approval. The Architect shall work cooperatively with the Owner to maintain the overall project budget.

2.1.4 The Owner reserves the right to require the Architect to revise the design of the Project, to keep the estimated cost of construction within the FLCC, at no additional cost to the Owner. The Owner may approve a revised FLCC, as the design develops.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect and the Owner shall meet to establish the program for the Project.

2.2.2 The Architect shall provide a preliminary evaluation of the program, schedule and construction budget requirements, each in terms of the other.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 After 100% completion of Design Development, the Architect shall submit an estimate of construction costs on a quantity and unit cost basis for review and approval by the Owner, and shall advise the Owner of any adjustments to the previous estimates.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor. The Owner may prescribe the Form of General Conditions to be used on the Project.

2.4.3 The Architect shall submit the final construction cost estimate to the Owner for its review and approval, and shall advise the Owner of any adjustments to previous estimates.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall prepare a listing of all agencies to its knowledge that must provide approvals for the project to proceed into construction and the Architect shall meet with those agencies to discuss the project and to develop a preliminary schedule for obtaining all necessary approvals in a timely manner.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 After the Owner informs the Architect that sufficient funding has been authorized to allow the Project to proceed into construction, the Architect, following the Owner's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the Owner in obtaining bids from trade contractors and other subcontractors and assist in preparing the Contract for Construction. The Owner reserves the right to prepare its own General Conditions for Construction.

2.5.2 If sufficient funding is not authorized to allow the Project to move into the Construction Phase, the design contract may be suspended or terminated by the Owner, as provided in Article 8 and the Architect shall be entitled to be compensated through the Construction Documents Phase, as provided in Article 11.2.2.

2.6 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction services and terminates at the earlier of the issuance of the final Certificate for Payment or 60 days after the date of Substantial Completion of the final phase of Work contained in the Construction Contract, as such substantial completion date may be extended by an approved Change Order to the Contractor. Construction Phase services performed after such 60 day period may be compensable as Additional Services under the provisions of 10.4 and 11.5.1.

2.6.2 The Architect shall provide administration of the Contract for Construction, as set forth below.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement, unless otherwise modified by further agreement between the parties.

2.6.5 The Architect shall visit the site at least once a week and at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing, to become generally familiar with the progress and quality of the Work completed and to generally determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall be responsible for promptly reporting to Owner any failures or omissions of the Contractor and Subcontractor and any other person performing portions of the Work of which Architect becomes aware of in the course of performing this agreement. The Architect shall conduct weekly job meetings and shall keep minutes of the weekly job meetings and distribute those minutes.

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work.

2.6.8 Instructions to the Contractor shall ordinarily be forwarded through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

Notwithstanding the foregoing, the Owner may communicate directly with the Contractor at its sole discretion. The Architect and the Owner shall also communicate directly with the Owner's Project Manager throughout the Project.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work in conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work, in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information contained in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval or disapproval of safety precautions or, unless otherwise explicitly stated in writing by the Architect, of construction means, methods techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work. The Architect shall review and provide the Owner with its recommendation as to any Change Order requested by the Contractor.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be submitted as recommendations to the Owner and either the Owner or the Contractor shall have the right to dispute those decisions, as provided in the Construction Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not

required, the Architect shall have no obligation to provide those services, provided, however, that the Owner hereby agrees to authorize and confirm any Additional Services described below which the Architect is required to perform or provide pursuant to any law or regulation issued by a government authority having jurisdiction over the Project.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall, with the prior approval of the Owner, provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be agreed to by Owner and the Architect.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishings of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.2.4 Notwithstanding the provisions of paragraphs 3.2.1-3.2.3, the Owner may directly employ the services of a clerk of works and/or project manager, in which event the Architect shall cooperate fully with the Owner's clerk of works or project manager.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- 1 inconsistent with approvals or instructions previously given by the Owner, including revisions required by adjustments by the Owner in the scope, quality, or schedule of the Project or in the construction budget;
- 2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;
- 3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the Owner's schedule, except for services provided under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives initiated by the Owner which involve significant changes in the Project including, but not limited to, size, quality, complexity, or costs; unless such Change Orders and Construction Change Directives have resulted due to errors or omissions by the Architect, in which event the Architect shall not be entitled to payment of additional services.

3.3.4 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.5 Providing services made necessary by the default of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.6 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work, except for claims alleging deficiencies in the Contract Documents.

3.3.7 Providing services in connection with arbitration proceedings or legal proceedings, except where the Architect is party thereto.

3.3.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of service required in connection with construction performed and equipment supplied by the Owner.

3.3.9 Providing services in connection with the work of separate consultants retained by the Owner.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.2 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.3 Providing services relative to future facilities, systems and equipment.

3.4.4 Providing services to investigate existing conditions or facilities which are not specifically named in this contract or to make measured drawings thereof, except to the extent such services are customarily required to prepare the construction contract.

3.4.5 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.6 Providing services after the earlier to occur of issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

3.4.7 Providing services of consultants for other than those listed in paragraph 2.1.1 and 12.1 of this Agreement.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

4.2 The Owner shall establish and with the assistance of the Architect shall update an overall budget for the Project, including the estimated Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish available existing surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths..

4.6 The Owner may agree to furnish the services of special consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including such accounting services as the Owner may require to verify the Contractor's Applications for Payment and such legal services as the Owner may require with regard to legal issues raised by the Contractor or to the applicability or legal interpretation of governmental laws and regulations.

4.8 The services, information, surveys and reports required by Paragraphs 4.5 through 4.7 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof unless the Architect is aware of any deficiencies in such surveys or reports.

4.9 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total estimated construction cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding. The overall project budget shall include a reasonable allowance for changes in the Work during construction, provided such amount shall not be included in the FLCC.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 The initial FLCC for the project shall be established as provided in Article 2.1.2. The Architect shall be permitted to include reasonable contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the Scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the 100% Construction Documents to the Owner, the Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall take one or a combination of the following actions:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
4. cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the FLCC. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the failure to receive a bid within the FLCC.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Copies, including reproducible copies of drawings, specifications and other documents delivered to the Owner in tangible or electronic format shall, upon such delivery, become the property of the Owner, and the Owner shall have license to copy and use such documents in connection with the construction, reconstruction, repair, use and occupancy of the Project. If the Owner modifies such documents or uses them for purposes permitted hereunder without

the participation of the Architect as provided in this Agreement, such modification or use shall be at the Owner's sole risk, and the Owner shall release the Architect and hold the Architect harmless from all liability in connection therewith. Architect may reuse details, specifications sections, and other individual design concepts which, do not reproduce the design of the Project in whole or in substantial part.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

Not used.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than twenty days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement, through no fault of the party initiating the termination.

8.2 If the Project is suspended in writing by the Owner for more than 90 consecutive days, and such suspension is not due to the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services, and any fixed limit of Construction Cost established prior to such suspension shall be adjusted to reflect changes in the general level of prices in the construction industry during the period of such suspension, provided that such suspension is not due to the fault of the Architect.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect, in the event that the Project is abandoned.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment to the Architect when due, the Architect may, upon twenty days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

8.7 In the event of any termination under this Article 8, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the project. Such assistance shall include the delivery of all drawings and specifications completed to date, including electronic files of such documents. The Architect further agrees to cooperate and provide any information requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any

reasonable changes to the design of the Project by the Owner and such other architect as the Owner may desire; however, the Owner shall indemnify the Architect for claims arising out of any of those changes.

8.8 This Agreement may also be terminated by the Owner upon (20) days written notice, without regard to any fault or failure to perform by any party, and for the Owner's convenience. In the event of such termination, the Architect shall be paid compensation in the same manner as set out in Paragraph 8.6, and the Owner shall have no further liability for compensation, expense or fees to the Architect hereunder.

8.9 Any termination or suspension of this Agreement shall not impair the right of the Owner to recover damages occasioned by the fault of the Designer. Any suspension shall not limit the right of the Owner to terminate.

8.10 If following a termination for cause it is determined that the cause was not valid, the termination shall be deemed to have been made for the convenience of the Owner and compensation, if any, shall be as provided herein.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the Commonwealth of Massachusetts.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, or in the General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the Project covered by any property insurance. The Owner and the Architect shall each require appropriate similar waivers from their contractors, consultants, and agents.

9.4 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.5 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses.

10.2.1.1 Cost of out-of-state travel in connection with the Project, and fees paid for securing approval of authorities having jurisdiction over the Project. The Architect's ordinary postage, telephone, fax and E-mail costs shall not be reimbursable expenses.

10.2.1.2. The Architect shall furnish the Owner with three copies of the plans and specifications that have been prepared during each design phase identified in Article 2 and the Owner shall not be charged for those copies. The cost of printing Bid documents and postage related to making those Bid Documents available, shall be considered a reimbursable expense.

10.2.1.3 Expense of renderings, models and mock-ups requested by the Owner shall be considered reimbursable expenses, except for one final rendering of the Project that will be provided to the Owner, at no additional cost, for purposes of presenting the Project to Town officials and the general public.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 The Architect shall be compensated as provided in 11.1.1. If Design Services are authorized beyond the Schematic Design Phase, the Architect and the Owner shall subsequently negotiate a Fee for Design Services for the phases of work after Schematic Design. .

10.3.2 Payments for Basic Services shall be made monthly and shall be in proportion to the percent of work completed on each design phase. The Architect's invoice submittal shall serve as certification that amounts reflected in the invoice for payment accurately reflect the amount of work which has been completed.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages of other sums withheld from payments to contractors, or on account of the cost of changes in the Work, other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 BASIC COMPENSATION 11.1.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, compensation shall be computed as a lump sum, as follows:

The Architect shall be compensated in the lump sum amount of \$50,000, for performing the Schematic Design Services as described in this Agreement and in the documents attached at Exhibit A. In the event the Architect's services are authorized for subsequent phases of the work, the Architect and the Designer shall negotiate a design fee for those later phases of the Design Services. The Architect shall not be entitled to payment for performing any services beyond the Schematic Design Phase, unless the Owner authorizes the Architect, in writing, to perform Architectural Services beyond the Schematic Design Phase.

11.2 PROGRESS PAYMENTS

Where compensation is based on a stipulated sum for all the design services covered by this Agreement, progress payments shall be made monthly so that Basic Compensation at the end of each phase shall equal the following portions of the total Basic Compensation payable.

Schematic Design Phase	15%
------------------------	-----

Design Development Phase	25%
Construction Documents Phase	30%
Bidding Phase	5%
Construction Phase	<u>25%</u>
Total Basic Compensation	100%

11.3 COMPENSATION FOR ADDITIONAL SERVICES

SEE EXHIBIT B

11.3.1 FOR PROJECT REPRESENTATION BEYOND THOSE PROVIDED UNDER BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

See Rate Schedule Exhibit B. . .

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 2 and 3, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services of consultants, compensation shall be computed as follows:

See attached Rate Schedule. SEE EXHIBIT B.

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, the Architect shall be compensated the amount invoiced to the Architect plus 10%.

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, the amount invoiced by the Architect plus 5%.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE CONSTRUCTION ADMINISTRATION SERVICES for the project have not been completed within 60 days after the substantial completion date for the final phase of the work established in the construction contract, as such date may be extended by approved change orders to the Contractor, through no fault of the Architect, the Architect's services beyond that 60 day period shall be compensated as provided in Paragraph 11.3.2 and 11.3.3.

ARTICLE 12

OTHER CONDITIONS OR SERVICES

(insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

- 12.1 The Architect's Basic Services consist of those described in paragraphs 2.1 through 2.6, and described as Basic Services in Exhibit A attached to this contract.
- 12.2 The Architect's key personnel assigned to the Project are:
- 12.3 The Architect agrees to indemnify, and hold harmless the Owner, its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, damages and liability of any kind to the extent that they are the result of the willful misconduct or a negligent act or omission of the Architect, or the Architect's consultants, except as otherwise provided herein, including their officers, employees, agents and representatives, regarding the work to be performed under this Agreement.
- 12.4 The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by it or its consultants and subcontractors consistent with the standard of care set forth in Paragraph 1.1.2. The Architect shall staff its office with sufficient personnel to complete the services required under this Contract in a prompt and continuous manner, and shall meet the schedule and submittal dates established during the course of this Agreement to the extent it is within the Architect's control to do so.
- 12.5 Consistent with the standard of care set forth in paragraph 1.1.2, the Architect shall perform the work required under this Agreement in conformity with program requirements, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government in effect at the time of the completion of the Construction Documents.
- 12.6 The Architect shall thoroughly acquaint its employees and consultants with all provisions of the General Laws governing public construction projects, including but not limited to M.G.L. c.149, c.30, and in particular, M.G.L. c.30, Section 39M, wherein the description of material specifications and proprietary items in construction bid documents is described.
- 12.7 Neither the Owner's review, approval or acceptance of, nor payment for any of the services furnished 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.
- 12.8.1 The Architect shall at its 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 TWO MILLION DOLLARS (\$2,000,000) per Claim / Annual Aggregate. The coverage shall be in force from the time of the Agreement to the date when all construction work designed under the Contract 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 substantial completion. Since this insurance is normally written on a year-to-year basis, the Architect shall notify the Owner should coverage become unavailable through any insurance carrier. 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 should be expressed in said notice.

12.8.2 The Architect shall maintain Valuable Papers 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 event of loss or destruction regardless of where the papers are kept until the final fee payment is made and all data is turned over to the Owner as provided herein.

12.8.3 The Architect and all Consultants hired who will visit the Site or Project shall carry and maintain throughout the term of this Agreement the following insurance:

Comprehensive General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000), which shall include, but not be limited to public liability insurance, contractual liability insurance, personal injury liability insurance and property damage liability insurance. Said policy shall be written on an "occurrence basis".

Automobile Liability Insurance (\$1,000,000 Combined Single Limit) on Any Auto, Owned Autos, Scheduled Autos, Hired Autos, and Non-Owned Autos.

12.8.4 The Architect and its Consultants shall maintain during its performance of this Agreement insurance sufficient to discharge its obligations under all applicable Workers' compensation laws of the Commonwealth of Massachusetts.

12.8.5 Certificates and any and all renewals substantiating that the required insurance coverage(s) are in effect shall be submitted by the Architect to the Owner with this Agreement. Certificates shall indicate effective dates and dates of expiration of policies. 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 thirty (30) days prior to the intended effective date thereof, which date should be expressed in said notice.

12.8.6 The Architect's insurance shall also cover its Consultants unless the Consultant(s) provide certificates evidencing professional liability and other insurance required of the Architect under this Agreement in the limits specified herein and containing coverage and in form otherwise specified herein. The Architect shall be held responsible for compliance with and enforcement of insurance requirements as they apply to Consultants.

12.8.7 All insurance policies required hereunder shall be written by companies licensed or approved to do business in the Commonwealth of Massachusetts, shall carry a Best's rating acceptable to the Owner, and shall be in form satisfactory to the Owner.

12.8.8 The Architect's failure to provide and continue in force and effect any insurance required under this Agreement shall be deemed a material breach of this Agreement for which the Town, at its sole discretion, may terminate this Agreement immediately or on such other terms it sees fit.

12.9 The Basic Compensation denoted in Paragraph 11.1.1 assumes that the project will generally proceed on the following schedule: See Attachment B.

12.10 It is hereby stipulated and agreed that both parties had the opportunity to retain their own legal counsel in the preparation of this contract and that both parties shall be deemed to have equally participated in its preparation.

PROVISIONS REQUIRED BY MASSACHUSETTS LAW

13.1 The Architect hereby certifies:

- (i) if an individual, the individual is a registered architect;
- (ii) if a partnership, a majority of all the partners are persons who are registered architects;
- (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, landscape architects or engineers, and the person to have the project in his or her charge is a registered architect;
- (iv) if a joint venture, each joint venturer satisfies the requirements of M.G.L. c.7, §38A 1/2. (Statutory reference: M.G.L. c. 7, §38A 1/2).

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

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

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

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

13.6 The Architect shall maintain all books, records and accounts related to the Project in compliance with the following:

1. The Architect shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Architect.
2. Until the expiration of six years after final payment, the Owner, the Office of the Inspector General and the Commissioner of the Division of Capital Asset Management shall have the right to examine any books, documents, papers or records of the Architect or of its consultants that directly pertain to, and involve transactions relating to, the Architect or its consultants.

3. The Architect shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including the Architect's description the date of the change and reasons thereof, and shall accompany said description with a letter from the Architect's independent certified public accountant approving or otherwise commenting on the changes.
4. The Architect has filed a statement of management on internal accounting controls as set forth in paragraph (6) below prior to the execution of this Agreement.
5. The Architect has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in subparagraph 13.6.8 below.
6. The Architect shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Architect and its subsidiaries reasonably assures that:
 - (a) transactions are executed in accordance with management's general and specific authorization;
 - (b) transactions are recorded as necessary:
 1. to permit preparation of financial statements in conformity with generally accepted accounting principles, and
 2. to maintain accountability for assets;
 - (c) access to assets is permitted only in accordance with management's general or specific authorization; and
 - (d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.
7. The Architect shall also file annually with the Owner a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
 - (a) whether the representations of management in response to this paragraph and paragraph 13.6.6(b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and
 - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Architect's financial statements.
8. The Architect shall annually file with the Owner during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement

filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.

- 9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 13.6 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 13.6.2.

(Statutory reference: M.G.L. c.30, §39R)

13.7 The Architect and 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 Architect in the preparation of bid documents, as reasonably determined by the Owner. (Statutory reference: M.G.L. c.7, §38HO)).

13.8 If this Agreement includes architectural services necessary for the preliminary design of a new building or for the modification or replacement of an energy system in an existing building, life- cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement (Statutory reference: M.G.L. c.149, §44M)).

13.9 The Architect hereby certifies under penalties of perjury that the Architect has complied with all laws of the Commonwealth of Massachusetts relating to taxes. (Statutory reference: M.G.L. c.62C, §49A)).

This Agreement entered into as of the day and year first written above.

OWNER
Town of Middleborough

ARCHITECT
Kastle Boos Associates, Inc.

by its Police Station
Building Committee

by its Corporate Officer

Corporate Vote

If Architect is a corporation, provide a corporate vote demonstrating that the contract has been executed by a person authorized by the corporation to enter into contracts.

ATTACHMENT B

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS

Pursuant to M.G.L.C. 62C, §49A (b) and M.G.L.C. 151A, §19A, I hereby certify under the penalty of perjury that

_____, has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

SIGNATURE OF INDIVIDUAL OF CORPORATE OFFICE*

SOCIAL SECURITY NUMBER/FEDERAL IDENTIFICATION NUMBER**

CORPORATE NAME (IF APPLICABLE)

NAME AND TITLE OF CORPORATE OFFICE (IF APPLICABLE)

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the proposer. For all corporations, a certified copy of the authorizing vote of the Board of Director must be provided.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, §49A.

EXHIBIT A

- Description of Project in Section B of the Request for Qualifications
- Scope of Schematic Design Services, as described in Section C of the Request for Qualifications
- Project Approach as described in Kastle Boos Associates, Inc.'s 8/23/12 submission

Town of Middleborough Request for Qualifications

at 2:00 p.m. All questions received by the deadline will be answered in writing or by email, and the responses to substantive questions will be distributed to all proposers on record as having received this RFQ.

B. Project Description

The Police Station Building Committee, in conjunction with the Middleborough Board of Selectmen, seeks proposals for architectural and engineering services for preparation of a feasibility study and site evaluation for a renovation/expansion to the Middleborough Police Station. The selected architectural/ engineering firm will work with the Police Station Building Committee to complete the scope of services as outlined in Section C – Scope of Services. The target date for completion of all major services under this RFQ is December 31, 2012.

The current Middleborough Police Station was built in 1819. It originally housed the Col. Peter Peirce general store for many years, later a district court and since 1935 the Middleborough Police Department. It is one of the most historically significant structures in Middleborough, individually listed on the National Register and located within a National Register District. However, it no longer adequately functions adequately as a headquarters for a modern day police department. Among the deficiencies are inadequate workspace, lack of storage space, no personnel decontamination facilities, inadequate security for personnel and records, dangerous conditions for prisoner control and movement, and compromised confidential interview areas. The building lacks central air conditioning, has inadequate heating and electrical systems, and has rotting windows and beams in the basement, to name some of the more obvious problems.

After investigating moving the Police Station to other locations in town the Police Station Building Committee has decided to evaluate whether the renovation/expansion of the existing Police Station is feasible. The Committee hired Roth & Seelen to develop a preliminary program and conceptual plan for the site, which the Committee endorsed in March, 2012. The conceptual plan calls for a 15,000 +/- sq.ft. addition on the Jackson Street side of the building in what is currently a municipal parking lot which would house the dispatch, booking, holding and officer-in-charge functions. The 10,000 +/- sq.ft. renovation and infill addition in the existing building would house administrative offices, conference rooms, storage, utilities, and future expansion space. The preliminary program and conceptual plan is attached to this RFQ.

If construction is funded by the Middleborough Town Meeting and any required ballot elections, the Police Station Building Committee may recommend that the architectural/engineering firm be retained for final design and construction phase services for the police station, contingent on both the Town of Middleborough and the architectural /engineering firm successfully negotiating a scope and fee for additional services. The decision to retain the architectural/engineering firm for such additional services will be at the sole discretion of the Police Station Building Committee, the Middleborough Town Manager and the Middleborough Board of Selectmen.

Town of Middleborough Request for Qualifications

C. Scope of Services

The scope of services under this RFQ includes, but is not limited to the following tasks:

1. Perform a condition assessment of the existing Police Station building including architectural, structural, mechanical, electrical, plumbing and fire protection systems. Conduct a hazardous materials survey to determine the presence, if any, of asbestos, lead paint, petroleum product or other hazardous materials that will require special consideration for disposal/handling during construction.
2. Conduct a topographic survey of the entire property and the adjacent town owned parcel. At a minimum, the survey shall include property boundaries; roadway layouts; existing above ground and underground utilities; locations of existing buildings, trees and other appurtenances.
3. Work with the Police Station Building Committee to refine and update the preliminary building program. Meet with the Middleborough Police Chief and review the *Middleborough Police Station Renovation/Addition Concept II Plans* dated March 5, 2012 prepared by Roth & Seelen, Inc. Meet with the Police Station Building Committee to finalize the program.
4. Prepare Schematic Design plans. At a minimum, schematic design shall include the following:
 - a. Conduct a subsurface investigation (soil borings, test pits, etc.) to obtain information pertaining to the existing soil conditions. Prepare a geotechnical report summarizing subsurface data and test results with recommendations for foundation design criteria.
 - b. Review available site maps and surveys for zoning compliance, wetlands, flood plain and environmental issues. Attend related hearings and meetings as required.
 - c. Develop a schematic site plan and building layout along with a summary showing the approximate percentage of the tract to be occupied by building(s), by parking and other paved circulation areas, and by open areas, and the approximate number of vehicular parking spaces. The schematic site plan shall conform to the requirements of the Middleborough Planning Board Site Plan Review;
 - d. Prepare a locus map, identifying the site within a plan of the neighborhood, accompanied by photographs of surrounding buildings, features, and landscapes, that provides an understanding of the physical context of the site;
 - e. Prepare schematic design drawings of the proposed building showing interior layouts and exterior elevations indicating materials;
 - f. Identify all applicable permits required for the proposed construction;
 - g. Prepare a schematic design cost estimate. The estimate shall include hard construction costs as well as soft costs such as engineering fees, testing, legal and inspection services, furniture, and communications equipment. The final schematic design cost estimate will establish the project budget;

Town of Middleborough Request for Qualifications

- h. Meet with the Police Station Building Committee to review the Schematic Design plans and cost estimates;
5. Prepare for and attend one public presentation to present the Schematic Design and to answer and receive input from the general public.

D. Additional Considerations

1. The proposed facilities must provide for efficient operations and administrative layout. Areas to be considered and provided for include, but are not limited to, employee and public facilities, work area operations flow, noise suppression, energy efficiency, low maintenance, administrative meeting areas (including provision for storage), visitor meeting areas, and parking for the public and staff.
2. The design process will emphasize cost effective concepts consistent with code, regulation and professional standard for public facilities. In addition, the design should be flexible to allow for future program modifications.
3. Design and materials concepts and cost estimates are to consider minimizing life-cycle costs.

E. Schedule

It is the intent of this Project to complete the Police Station feasibility study and site evaluation by December 31, 2012 to allow sufficient time to prepare an article requesting final design funding for Town Meeting. Meeting this schedule is critical to the success of the Project. The architectural/engineering firm must prepare a project timeline to meet this schedule and demonstrate that they have the resources to complete the project on time.

F. Proposal Requirements

To be eligible for review, the proposer shall submit one (1) original and nine (9) copies of its proposal, which shall contain all of the following information, arranged in the order listed below:

1. A cover page, identifying the name of the project as "Police Station Feasibility Study". Include the name of the architectural/engineering firm, official address, contact person, voice telephone and email address.
2. A cover letter which must be signed by the individual with authority to bind the proposal team to contractual commitments.

Project Approach

There are five elements to our police and public safety design philosophy.

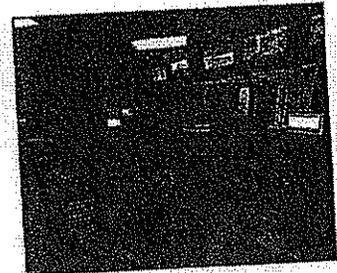
1. *The facility must be programmatically correct, practical, and functional* to support department operations.
2. Our buildings must be effective tools that facilitate quick response to emergency calls and provide every opportunity for continued training.
3. *Our buildings are healthy buildings as well as energy efficient.* We work closely with our engineering consultants to address indoor air quality for the health and safety of each department.
4. Our buildings are *durable and low-maintenance.*
5. *Proper site analysis is a crucial component* of our municipal facility design.

As police facility design professionals, we are acutely aware of the activities within a station at any given time of the day. We believe that police and public safety facility design must reflect the unique needs of the users as well as the community. The Kaestle Boos team is eager to accept the challenge of providing Middleborough's Police Department with a building that provides the modern functionality required to conduct police operations in the 21st century while respecting and honoring the proud history of the Town of Middleborough. We will work closely with the Middleborough Police Department and the Police Station Building Committee to develop ideas and determine the best possible solutions for the Town of Middleborough using the following steps.

Historic Data Gathering

A thorough review and understanding of all existing available information about the current Middleborough Police Station as well as the existing site, is the first step of the study process. This includes any available floor plans, site plans or existing reports in order to determine the current size of the facility as well as each individual area to use as a comparison between existing and recommended space programs. We will also review any previously completed studies, surveys, and plans including the preliminary plans developed by Roth & Seelen.

In addition, our historical preservation consultant, Menders, Torrey & Spencer will research the historical significance of the Peirce Store including the character defining architectural features that should be retained in any renovation project. The building is listed individually on the National Register of Historic Places and contributes to the Middleborough Center





Project Approach

Historic District. Although these designations are honorary and place no restrictions on the disposition of the property, it is in the town's best interest to protect the historic and architectural integrity of this local landmark. The structure is subject to Middleborough's demolition delay ordinance which, if administered, could place a maximum six-month delay on a request to demolish any part of the building — so it is important that the design for renovation and rehabilitation preserves the historic character of the building.

Programming

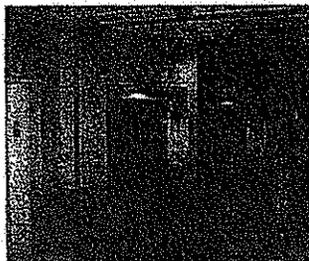
Correct programming is the single most important step in the design of your facility. The programming process is based on actively listening to you as the client, offering our expert advice, and assisting you to define the needs and goals for your facility. Programming Specialist, Mr. Michael McKeon will use his deep knowledge of police and municipal operations, building/site issues, equipment, training, and personnel needs to work with the Department to review the preliminary program and develop a refined, comprehensive space needs assessment.

Department Questionnaires and Programming Interviews

We will begin the space needs assessment by distributing questionnaires to be completed by selected Middleborough Police personnel. Simultaneously, we will conduct interviews with Chief Gates and Police Department staff. The information gathered by the questionnaires and interviews includes current and future personnel figures; shift information including complements and working hours; current and future fleet size; number of detention cells; storage needs; communications and dispatch equipment; and community needs. The questionnaire also asks for a service history for the previous fifteen years including Town population and total calls for service for each year. This information will allow us to understand the history of the department as well as current and future needs.

Space Needs Program

An analysis of the information gathered through the questionnaires and the interviews will be completed to generate the program to meet both the current and future space needs of the Middleborough Police Department. The final program document is a dynamic tool that will be utilized to determine the scope of the total project as well as provide for flexibility and future growth over time. It will identify adjacencies, priorities including communications; storage; offices; areas of economy; additional training opportunities; operational efficiencies including multi-use spaces; and site needs. Room sizes will be in compliance with local, State, and Federal codes including Emergency Communications Standards (NFPA-1221) and UL, CALEA, and ACA Small Jail Guidelines.



Project Approach

Existing Conditions Assessment

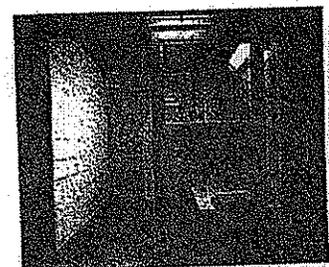
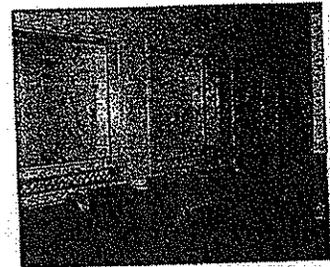
Project Architect Todd Costa and the entire Kaestle Boos team will perform a detailed assessment of the current police facility to understand the existing conditions and methods of operation for the department. Mr. Costa, Structural Engineer John Chipko, and our team will examine the building envelope; roof and structural support; code compliance; air quality; interior finishes; and windows and doors. Our hazardous materials consultant Ammar Dieb will assess any abatement needs. Our MEP engineer Building Engineering Resources ("BER") will evaluate the mechanical, electrical, and plumbing systems as well as energy efficiency and technology.

Some initial observations from the briefing and our walk-through of the station include an undersized area for evidence storage; antiquated HVAC (with the exception of a newer boiler), electrical, and plumbing systems; and the dispatch center walls are neither ballistic rated nor conform to NFPA 1221. In addition, there is currently one main entrance, which is utilized by not only the public, but staff and prisoners as well.

Menders, Torrey & Spencer will evaluate the historic elements of the facility to determine the need for renovation and restoration. Of particular note was the temple-front gable which is a distinguishing example of the innovative Green Revival style which flourished in America between 1830-1850. The fact that such an important building was constructed for a general store is perhaps testament to the financial success and ambition of its builder, Colonel Peirce. All character-defining elements will be evaluated as inappropriate changes to historic features can undermine the historical and architectural significance of the building; sometimes irreparably.

Code Compliance

Correction of code violations should always form the foundation of any anticipated renovation work. Familiarity with Federal and State code requirements (and contemplated enhancements) lead to practical solutions to overall safety needs. Kaestle Boos's in-house code specialists and specialized consultants will conduct a comprehensive code compliance review of the facility and site and prepare a report based upon the latest codes including local and State Building Codes and Federal Codes including NFPA, OSHA, and the American with Disabilities Act (ADA). We will review our findings with building and fire officials during the initial phase to establish priorities and research any modifications or restrictions presently in effect. Additional modifications to the current applicable codes may be sought, whenever reconstruction is prohibitive, with the support of local officials and/or advisory groups.



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Project Approach

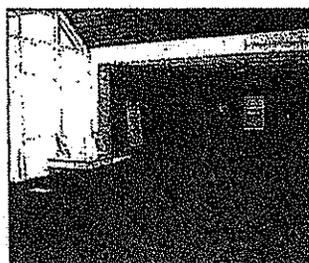
Site Analysis

A detailed and comparative site analysis of the existing site will play a vital role in the development of the plan for Middleborough's police facility. Our landscape architect David McKinley will work with civil engineer Site Design Engineering to examine the current site for usable area, location, natural resources, wetlands, topography, and soil conditions as design considerations. Components to be addressed in the study are proper and safe vehicular and pedestrian circulation patterns, and traffic. We will talk with local building officials, planning and zoning officials, etc. in order to establish a complete and current understanding of the sensitive and critical issues unique to the site and surrounding neighborhood.

Upon review of the site, our initial impression is that we see opportunities to reinforce the idea of the historical municipal center. The existing site is heavily paved, however allowing for opportunities to improve drainage, parking and a new park-like entrance which will enhance the downtown streetscape and create a more pedestrian-friendly and safe environment.

Green and Sustainable Design Feasibility

As the study continues, we will begin to assess and discuss the feasibility of incorporating sustainable elements into the designs for the facility. Discussions will include options to maximize daylighting; the collection and re-use of rainwater for irrigation; methods of reducing stormwater runoff; and the selection of materials which have low or no VOC-emitting materials in order to improve air quality. We will work with Menders, Torrey & Spencer to identify which sustainable features can be integrated without compromising the historic integrity.



Conceptual Design Options

Upon final review and approval of the program, the Team will develop conceptual layouts that satisfy the approved building and site programs. We will incorporate ideas and comments from the Police Department and the public into the design concepts. The goal is to generate site relationship diagrams, building massing concepts, and imagery.

One of the most important functions to be considered in any police station design is the zoning of the building. By zoning the building correctly, we are able to maintain the safety and security of all parties using it. All viable options will be examined and articulated with floor plans, site plans and building elevations. For each option, particular attention will be given to the creative utilization of the interior space to make it both efficient and responsive to each department's needs. For example, multi-use spaces may be included, such as a community/training room or a training/roll call room. In another example, the sally port can also be used for vehicle maintenance.

Project Approach

Building elevations will convey the Department's professional image to the public while maintaining the historical integrity of the Peirce Store building. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* will be used as a guide for the exterior design, historic preservation and restoration. The Standards provide advice on the preservation and protection of cultural resources and recognize four treatments: Preservation, Rehabilitation, Restoration and Reconstruction. Character-defining elements including the overall shape of the building, its materials, craftsmanship, and decorative details which will be retained will be communicated in the elevations.

Cost Estimating

Our long history of careful attention to responsible design serves our clients well, especially in the current economic climate. First and foremost, we will design not only for durability but also to work within the available budget. Materials and methods of construction will be carefully tailored to extract as much value as possible from each available construction and equipment dollar. We will work with our professional cost estimator, Rider Levett Bucknall, to develop an opinion of probable cost based on the space program, floor plans, elevations, and site plans. We will develop a hard and soft cost budget analysis to show the anticipated costs involved with the project.

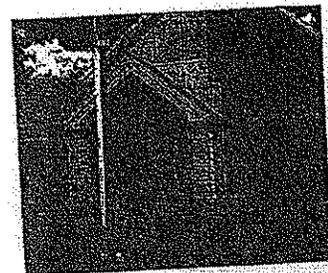
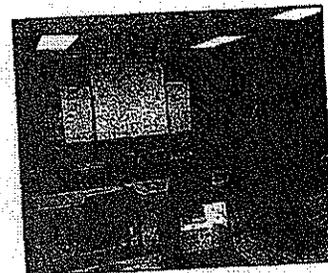
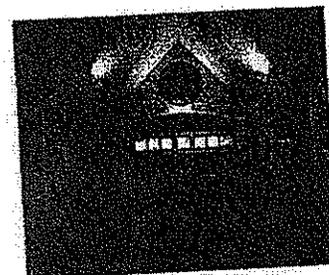
Comprehensive Master Plan

We will develop a final comprehensive final report and master plan for presentation to the Police Station Building Committee, the Middleborough Police Department, and the Town of Middleborough. This master plan will include the findings of the existing conditions study, a historic structure report, the existing site analysis, the recommended space needs program for the Middleborough Police Department, conceptual designs, floor plans, site designs, cost estimates, and recommendations.

Community Support

Kaestle Boos believes that the key to a successful strategic implementation plan is communication. The Architect selected for this task must possess excellent communication skills. We will be a resource of information whose talent and experience can be freely accessed by all members of the team. We will continually strive to develop the community's trust and confidence in our ability to sift through data, both past and present, and evaluate each situation uniquely. We will provide direct and timely responses to any ideas or concerns that may arise.

We use state-of-the-art visual aids when presenting design solutions. We will provide support to educate the community and build project support with computer generated graphics and 3-D videos, renderings, project



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Project Approach

models, informational web sites, and assistance in preparing camera-ready brochures or flyers. Please visit our web site at www.kba-architects.com/work-video.htm to view examples of our video fly-bys. All members of the Kaestle Boos team will be available throughout the entire process to assist the Building Committee in presenting the project to the community including Town Boards, civic groups and committees, and at public hearings.

The Kaestle Boos team thrives on meeting unique design challenges such as the Middleborough Police Station. With transparent communication between the design team, Police Department, Building Committee, and stake holders, we will develop a versatile facility that will not only support the 21st-century operations of the Middleborough Police Department but also maintain the historic integrity and community pride of the Col. Peter Peirce General Store.

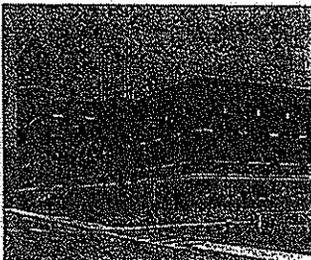
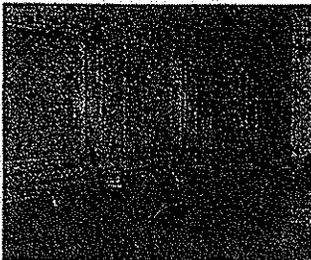


EXHIBIT B

Additional Services – Rate Schedule



Bank Building, 20 Centre Street, Middleborough, Massachusetts 02346

September 17, 2012

Board of Selectmen
Middleborough Town Hall
Nickerson Ave.
Middleborough, MA 02346

Dear Members of the honorable Board:

On September 11, 2012 the Middleborough-Lakeville Herring Fishery Commission voted unanimously to recommend the following appointments:

VOLUNTEER OBSERVERS for a one-year term ending September 30, 2013:

Allin Frawley

Harold Atkins

Kristen Chin

Luke Leonard

Sylvester Zienkiewicz

Cynthia Gendron

FISH WARDENS for a three-year term ending September 30,
2015:

Ronald Burgess

Bryant Marshall

Tom Barron

These dedicated volunteers have shown a continuing commitment to the operation of the Commission and the protection of the annual herring migration. We feel they will be an asset to the Commission. We request that you consider them for appointment at your earliest opportunity.

We request that home addresses and telephone numbers not be published or placed on appointment cards.

Sincerely,

David J. Cavanaugh
David J. Cavanaugh
Chairman

Dear SSRC Town Clerks,

I am reviewing our board appointments from each of our Member Towns. According to our Intermunicipal Agreement, “ Article 3. Board of Directors.

The executive power of the Cooperative shall be vested in a Board of Directors consisting of two representatives from each member appointed for a three year term as provided by law, or by local charter or bylaw. These Board members shall serve until their successors are appointed and qualified.”

I should have current letters of appointment for two representatives from each Member Town. Some of the appointments in my file are old but open ended. Others are silent on the term. Still others specify an expiration date, most which are past. There are even a few for whom I have no documentation. (See below.)

If your Town Representatives’ appointments are highlighted in yellow below, would you please let me know if they have a current appointment? Any appointment made prior to 2009 should be updated regardless of whether the term has no expiration, due to new conflict of interest training requirement for all public servants. If you have the current appointments on record, would you please forward me the letter (either scan and email, or mail to 320 Dover Rd., Westwood, MA 02090)?

If the appointment has lapsed, would you please let me know, so I can contact the Board member and appointing body?

Open seats are highlighted in green. I will be contacting the Selectmen’s offices about filling them.

Thank you.

TOWN	FIRST	LAST	C/O	POSITION	appt date	appt exp
ABINGTON	Susan	Brennan	BOH	Commissioner	Apr-02	ns
	Sharon	White	BOH	Agent	May-10	ns
COHASSET	Merle	Brown		SSRC Chairman	Jun-98	ns
	Mary	Snow	DPW	Office Manager	Mar-11	June-12
DUXBURY	Peter	Buttkus	DPW	Director	Sep-11	open
	Ed	Vickers	DPW	Asst. Director	Sep-08	open
HANOVER	Victor	Diniak	DPW	Superintendent	Jul-08	June-09
	Steven	Herrmann	DPW	RTF Foreman	Jun-12	June-13
HANSON	Joseph	Pelligra			no documentation	
	Deborah	Brownell	Recycling Committee	Appointee	no documentation	
HINGHAM	Randy	Sylvester	DPW	Acting Director	Jan-07	ns
	Brenda	Black	LR Planning Committee	Appointee	Jan-07	ns
KINGSTON	Paul	Basler	Streets, Trees & Parks	Sup't; SSRC Treasurer	Jul-08	June-09
	Douglas	Buitenhuys		Community Advisor	Jul-08	June-09
MIDDLE BOROUGH	Andy	Bagas	DPW	Director	no documentation	
	open					

NORWELL	open					
	Norman	Thoms	Recycling Committee	Appointee	Jun-09	June-10
PLYMOUTH	open			Maint. Supt.		
	Kerin	McCall	Parks	Recycling Coordinator; SSRC Secretary	Nov-06	ns
ROCKLAND	Stephen	Nelson	BOH	Commissioner	Jun-06	June-09
	Rudolph	Childs		Appointee	Feb-07	May-09
	<i>Victoria</i>	<i>Diebel</i>	<i>BOH</i>	<i>Commissioner</i>	Feb-02	ns
	<i>Janice</i>	<i>McCarthy</i>	<i>BOH</i>	<i>Agent</i>	Feb-02	ns
SCITUATE	Albert	Bangert	DPW	Director	no documentation	
	Kevin	Cafferty	DPW	Asst. Director; SSRC Vice Chairman	Oct-09	open
WEYMOUTH	Robert	O'Connor	DPW	Director Emeritus	Oct-06	ns
	Kathleen	McDonald	DPW	Principal Clerk	Oct-06	ns
WHITMAN	Elonie	Bezanson	DPW	Office Manager	Jun-10	June-11
	Louis	D'Arpino	BOH	Health Inspector	Oct-11	June-13

-Claire Sullivan, Executive Director
 South Shore Recycling Cooperative
 781.329.8318; ssrecyclingcoop@verizon.net

Save a twig, save a dime, save paper all the time



Town of Middleborough
Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 9/10/12
NAME OF APPLICANT William Fuller *Attending SERVICE of U.F.*
ADDRESS OF APPLICANT 13 WEST END AVE
ASSESSORS MAP & LOT 492/5595
DAYTIME TELEPHONE 508 923 4744

NAME OF BUSINESS Alley Theatre
OWNER OF PROPERTY TO BE LICENSED HOWARD INV. TRUST
ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST.
ASSESSORS MAP & LOT 50P/5389

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand Furniture _____ 2nd Hand Clothing _____
Class I License _____ Class II License _____
Class III License _____ Liquor License *ALL ALLEGED BEER/WINE.*
Common Victualler _____ Automatic Amusement _____
Entertainment _____ Other _____

Anticipated Start Date for Business OCTOBER 6, 2012 - COMEDY SHOW.
Hours requested: 6pm - 11pm

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain:

YES, SIMILAR ACQUISITS AND SUBSEQUENT APPROVAL

Signature [Handwritten Signature]

DATE OF HEARING _____ APPROVED/DENIED _____

Do not write below line: To be Completed by Treasurer/Collector: _____

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO



Town of Middleborough
Office of Economic & Community Development
20 Centre Street
Middleborough, MA 02346
Tel: 508-946-2402, Fax: 508-946-2413

September 14, 2012

Memorandum

To: Chair Alfred Rullo and Board Members

From: Jane Kudcey, Office of Economic & Community Development (OECD)

RE: Requests for signatures from Chair

I am requesting that the Board approve the Chair to sign the following documents:

1. Mass Dept. of Housing and Community Development (DHCD) 2013 Mass. Downtown Initiative Program Application: The OECD is applying for a \$10,000 technical assistance grant for the services of Christine Moynihan to run a Leveraging Best Retail Practices program for the Downtown. The Town Planner and I went to a DHCD sponsored workshop last winter where Ms. Moynihan offered advice and on how downtown retail businesses can improve their appearances to increase initial and return sales, plus insight on company branding and marketing. She has consulted with towns such as Reading, Waltham and Lowell and has made a significant contribution to downtown improvement. If this grant is awarded, her program would consist of a workshop for the entire retail, restaurant and storefront service business community as well as 8 one-on-one, in-store consultations with individual businesses.
2. Star Mill Local Initiative Program, Local Action Unit Application. The Star Mill project consists of the renovation of the former Winthrop Atkins facility on East Main Street to create 69 one and two bedroom apartment units, 18 of which will be available to low to moderate income household. The Town is applying to the DHCD to include these units in the Subsidized Housing Inventory. The application includes the requisite Local Initiative (the Zoning Board of Appeals decision), the draft Rent Regulatory Agreement and draft Affordable Housing Lottery Marketing Plan to be finalized by the DHCD.
3. Extension Request for FY2010 Community Development Block Grant from 9/30/2012 to 12/31/2012. The OECD is requesting an extension of this grant in order to complete one of the final remaining projects, which has been delayed due to unforeseen structural damage. The Housing Rehabilitation Specialist is currently assessing this damage in order to provide guidelines for the contractor to estimate additional cost and time required to complete.

c: Charles Cristello, Town Manager