

N. Holt

**Town of Scituate, Massachusetts
Contract for Design Services**

This Contract is made this 19th day of September, 2014, by and between the Town of Scituate, Massachusetts, Scituate Town Hall, 600 Chief Justice Cushing Highway, Scituate, MA 02066, (hereinafter the "Town of Scituate," the "Town," or the "Owner"), and Oudens Ello Architecture, LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 46 Waltham Street, Suite 210, Boston, MA 02118 (hereinafter "the Architect"). The words "he," "him" and "his" in this Contract, as far as they refer to the Architect, shall so refer whether the Architect is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Architect, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Architect shall provide design and contract administration Basic Services for the renovation and expansion of the Scituate Town Library as set forth in Attachment A.

Additional Services as described in Attachment A may be provided after execution of this Contract, without invalidating the Contract. Except for services required due to the fault of the Architect, any Additional Services provided shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

2. Standard of Care/Personnel

The Architect shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. Prior to commencing performance, Architect shall provide the Town with a list of its key personnel assignments. There shall be no change to these personnel assignments without the prior written consent of the Town, which consent shall not be unreasonably withheld. In the event substitution of key personnel is requested by Architect or the Town, written notice of such request shall be timely provided in writing to the other party. The Town shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

3. Term

The term of this Contract shall be for one (1) year, commencing as of the execution date of this Contract, and ending one (1) year later. At the sole

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discretion of the Town of Scituate, this Contract may be extended for two (2) additional one (1)-year terms. The Architect shall complete all work and services required on or before the dates set for in the schedule attached as Attachment C, subject to delays for causes outside of the Architect's control.

4. Order of Priority of Contract Documents

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Architect the fixed sum set forth in its response and reimbursable expenses, as set forth in Attachment B. Rates for hourly services are as set forth in Attachment D. Payment shall be made to the Architect for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, and in the case of services performed on an hourly basis the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project. The Architect shall submit a monthly invoice, in duplicate, to the Owner for work completed in accordance with this Contract during the month in question. Payment will be due thirty (30) days after receipt of the Architect's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance. If the Town objects to all or part of any invoice, the Town shall notify the Architect in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice, with any dispute over payment to be submitted promptly to mediation at the request of either party.

6. Compliance with Laws

The Architect shall, in accordance with the standard of care, provide construction documents that comply with all provisions of Federal, Massachusetts and Town of Scituate law applicable to the design of the Project, as amended, as though such terms were set forth in their entirety herein.

7. Insurance

The Architect shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are

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authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and contractual liability.
- c. Automobile Liability Insurance - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance (Including Errors and Omissions)– \$2,000,000 each claim and \$2,000,000 aggregate. If on a claims-made basis, coverage shall be in effect for six (6) years following the expiration of this Contract, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, *reasonably available* and *commercially affordable* shall mean that more than half the consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town of Scituate shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. Should any of the above policies be cancelled or materially reduced in coverage before the expiration date thereof, the Architect will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Scituate Town Administrator, before such cancellation or reduction shall take place.
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract.
- i. The Architect shall also be required to provide to the Town of Scituate with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and automobile liability insurance, which indicate that the Town of Scituate is named as an

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additional insured on each such policy.

- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; or
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

8. Indemnification

The Architect shall compensate the Town of Scituate for all damage to Town property of any nature to the extent caused by the breach by the Architect of its obligations under this Contract, or the willful or negligent act or omission of the Architect, its subcontractors, or their officers, employees, agents and representatives or anyone directly employed by them, or anyone for whom they may be liable. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Town of Scituate and all of its officers, employees, boards, commissions, committees, and representatives from and against costs, damages, and liability of any kind to the extent caused by the breach by the Architect of its obligations under this Contract, or the willful or negligent act or omission of the Architect, its subcontractors, or their officers, employees, and representatives or anyone directly employed by them, or anyone for whom they may be liable, regarding the work to be performed by the Architect under the Contract, or which relate to personal injury or property damage suffered by the Architect or any of its officers or employees regarding the subject matter of this Contract (except to the extent due to the negligence of an indemnified party). Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

9. No Personal Liability

None of the Town of Scituate's officers, employees, or members of any of its boards, committees, or commissions, or its agents and representatives, shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Scituate statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Architect or its employees, regarding the subject matter of this Contract.

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10. Familiarity with Area of Work

By signing this Contract, the Architect acknowledges that it has examined the subject matter of this Contract, and that it is generally familiar by visual inspection with all sites which are the subject of this contract in the Town of Scituate and with all conditions of this Contract. The Architect has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, subject to information and services to be provided by the Town of Scituate as described in Attachment A, and shall assume all risks and bear all losses pertaining thereto.

11. Independent Contractor Status

The Architect shall provide services under this Contract as an independent contractor with the Town of Scituate and not as an employee of the Town of Scituate. No employee, agent or representative of the Architect shall be entitled to receive any benefits of employment with the Town of Scituate, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

12. Use of Alcohol and Controlled Substances Prohibited/No Smoking

The Architect hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Architect is prohibited on Town of Scituate property which is the subject matter of this Contract and during all hours of work under this Contract. Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Architect, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Scituate.

13. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

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14. Termination

- a. If the Architect shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Architect, the Town shall have the right to terminate this Contract upon written notice to the Architect.
- b. If any assignment shall be made by the Architect or by any guarantor of the Architect for the benefit of creditors, or if a petition is filed by the Architect or by any guarantor of the Architect for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Architect and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Architect.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Scituate Town Meeting of sufficient money to fund the Contract. Should Scituate Town Meeting fail to appropriate necessary funds therefor, the Town of Scituate shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Architect.
- d. The Town may terminate this Contract upon written notice to the Architect if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Architect.

In the event of termination the Architect shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 14a. or 14b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Architect and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

- f. If the Town of Scituate shall fail to make payments when due, or shall

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under this Contract.

- b. During the course of the project, the Architect shall provide to the Town, in standard paper and electronic formats, reproducible copies of all instruments of service, reports, notes, and other work product of the Architect that is developed in performance of services under this Contract.
- c. The Architect hereby grants to the Town an irrevocable, perpetual, royalty-free, nontransferable license in the instruments of service prepared by the Architect under this Contract, whether in standard paper form, electronic form, or any other form; provided that the Town has paid all sums due for services performed in accordance with this Contract to produce such documents. The Town shall have the right to reproduce and distribute copies of such documents for the benefit of the Town.
- d. The license shall further permit the Town, in the event of termination of this Contract, to authorize other similarly credentialed professionals to reproduce and, to the extent permitted by law, to make changes, corrections or additions to the instruments of service; provided, however, that the Architect shall not be responsible for material changes made in the documents by the Town or third parties without the Architect's authorization or use of the Architect's instruments of service without its involvement, including after a termination for convenience under Section 14e.

17. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Architect as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Plymouth County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Architect shall constitute a waiver of any subsequent default or breach.
- c. If the Architect discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Architect shall promptly, before commencing services under this Contract, report the same to the Town in writing.

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- d. The Architect acknowledges that it has not been influenced to enter into this Contract, nor has the Architect relied upon any warranties or representations not set forth in this instrument.
- e. The Architect shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Architect has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Architect shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Architect shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Architect certifies to the best of its knowledge and belief under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Architect certifies to the best of its knowledge and belief under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Architect understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Architect with respect to the services required to be provided under this Contract. The Architect and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. The Architect hereby certifies to the best of its knowledge and belief 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 contract. The Architect hereby

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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. The Architect hereby certifies to the best of its knowledge and belief 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 contract 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 contract to the Architect. The Architect hereby certifies to the best of its knowledge and belief that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws.

- I. The Architect shall maintain all books, records and accounts related to the Project in compliance with the following:
 - i. The Architect shall make, and keep for at least six (6) years after final payment, books, records and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Architect.
 - ii. Until the expiration of six (6) years after final payment, the Town, the Office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Architect and of its subcontractors and consultants that directly pertain to, and involve transactions relating to the Project and to the Architect or its consultants in relation to the Project.
 - iii. The Architect shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Town, including in the Architect's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Architect's independent certified public accountant approving or otherwise commenting on the changes.
 - iv. The architect shall file all audited financial statements as required by M.G.L. Chapter 30 Section 39R. The Architect has filed prior to the execution of this Contract and will continue to file annually, an audited financial statement for the most recent completed fiscal year.
 - v. The Architect shall file with the Town a statement of management

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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 the management's general and specific authorization;
 - (b) Transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (ii) 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.
- vi. The Architect shall also file annually with the Town 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 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.
- vii. During the term, the Architect shall annually file with the Commissioner of Capital Asset Management and Maintenance and the Town of this Contract 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. Such statements shall be made available to the Town upon request.
- viii. Records and statements required to be made, kept or filed in compliance with the provisions of this Contract shall not be public records, as defined in section seven of chapter four of the Massachusetts General Laws (Statutory reference: M.G.L. c. 30,

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§39R)

- m. The Architect is hereby prohibited from receiving any extra payments for Additional Services that should have reasonably been anticipated by the Architect, except as consistent with Section 1 and Attachment A.
- n. Prevailing wage rates shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Architect shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination.
- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.
- n. The Architect shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town. The Architect shall not assign any money due or to become due to the Architect unless the Town of Scituate shall have received prior written notice of such assignment. No such assignment shall relieve the Architect of its obligations under this Contract. The Town hereby approves the Architect's consultants that are listed on Attachment B.
- o. This Contract may be amended only by written consent of the parties.
- p. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- q. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

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- r. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
- s. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- t. This Contract is executed in triplicate as a sealed instrument.

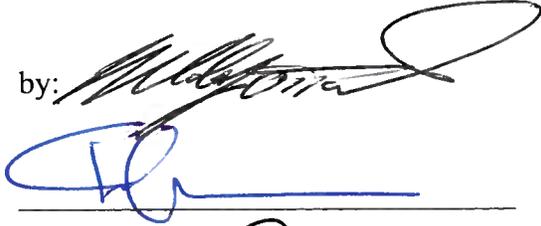
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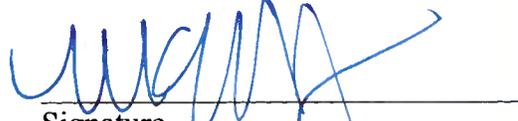
The Town of Scituate

Oudens Ello Architecture, LLC

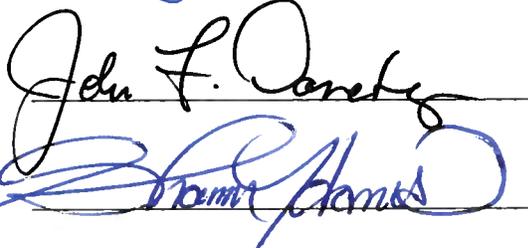
by:



by:



Signature


John F. Daniels

MARK CONRADO ELLO, AIA, LEED AP

Printed Name

Principal

Printed Title

Dated:

9/23/14

Dated:

9/22/14

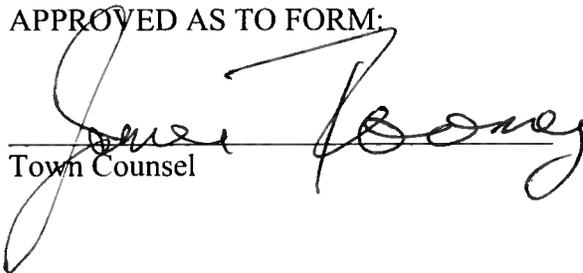
APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor.


Accounting Official

Dated: 9-24-14

APPROVED AS TO FORM:


Town Counsel

Dated: 9-24-14

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CERTIFICATE OF VOTE

I, Conrad Ello, hereby certify
(Manager)

that I am a duly qualified and acting Manager of Oudens Ello Architecture, LLC
(Title) (LLC Name)

and I further certify that at a meeting of the Manager of said Company duly called and held on September 19, 2014, at which meeting all Managers were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

Conrad Ello, Manager; or
(Name) (Title)

Matthew Oudens, Manager;
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Company.

I, further certify that the above vote is still in effect on this, the 19th day of September, 2014, and has not been changed or modified in any respect.



Signature

MARK CONRAD ELLO, AIA, LEED AP

Printed Name

PRINCIPAL & MANAGER
Printed Title

The certification contained hereabove shall be executed by ARCHITECT or copy of current "certification of authority to sign for the Corporation" shall be attached.

811037



ATTACHMENT A - SCOPE OF SERVICES

Scituate Town Library

Oudens Ello Architecture

9/19/14

The Design Team, led by Oudens Ello Architecture, LLC (OEA), proposes to provide the Town of Scituate with complete design, documentation, and construction administration services in the five phases outlined below (Schematic Design through Construction Administration) for the renovation and expansion of the Scituate Town Library. Our understanding is that the estimated total construction cost is \$9.5 Million and the total building area is approximately 33,710 GSF (24,750 GSF existing and 8,960 GSF new). The Basic Service consultants are listed on Attachment B.

Project Program and General Scope

A Building Program, developed in 2010 by former Library Director, Kathleen Meeker, and a Feasibility Study, completed in January 2011 by Johnson Roberts Associates, define the general parameters of the project. Target project features include:

- A quiet area for reference, non-fiction and internet PC's, including 3 quiet study rooms and sufficient study tables and comfortable chairs.
- A commons area, convenient to the entrance and circulation desk, for browsing new materials, fiction, large print books, audio books, DVD's, CDs and magazines with comfortable seating throughout.
- A larger children's room, with adjacent program/homework room, separated from the adult areas and near the meeting room.
- A separate teen area.
- ADA-compliant restrooms, doorways and elevators.
- Additional meeting rooms, including a training room, conference room and main meeting room, all accessible after library hours.
- State-of-the-art technology, including self-check-out, PC wiring, Wi-Fi, projectors and sound systems in the meeting rooms, etc.
- New, code-compliant stairway, lighting, electrical, and security systems.
- Updated wall and floor finishes and furnishings.
- Site design within the buildable limits of the project site, including doubling the number of parking spaces.
- High performance building strategy, which dovetails with Scituate's town-wide efforts toward energy conservation and renewable energy. Efficient and sustainable features may include photovoltaic cells for generation of electricity, energy efficient lightning and mechanical system, energy efficient windows, rain gardens and bioswale. LEED certification is a project goal, though it is not part of this scope of Basic Services.

Project Orientation Meeting

OEA will meet with the Library Working Group and Owner's Project Manager (OPM) to mutually clarify our project understanding. We will:

- Confirm your project goals.
- Review and confirm project schedule and budget requirements.
- Review and confirm the scope of the project and our professional services.
- Discuss project communication protocols, team procedures and member responsibilities.
- Discuss accounting and invoicing procedures.

Schematic Design Phase

During this phase we will begin to translate the program into an architectural form and image in keeping with your development objectives. We will then prepare and submit Schematic Design documents to illustrate the scale and relationship of all project components.

Our services will include:

- Initial review of State Building Code issues and preparation of a summary of findings and assumptions.
- Participation in an introductory meeting with local building officials.
- Establishment of a strategy for the public approval process.
- Development of schematic building plans and elevations, massing concepts, exterior skin options, and all basic core elements for review and discussion.
- Review of local zoning ordinances and identification of anticipated required zoning variances.
- Analysis of image and aesthetic alternatives within the specific bounds of context and budget.
- Recommendation of exterior materials and finishes and selection of a preliminary design palette.
- Investigation by our consultants of possible structural and MEP/FP systems and agreement on a preferred direction.
- Coordination with the work of our design consultants.
- 100% Schematic Design Cost Estimate and review.
- Final submission of Architectural Schematic Design Drawings -- plans, elevations, massing/detail sketches, etc., for approval to proceed to the next phase.
- Final Schematic Design Report including a preliminary cost estimate, outline specification, and a project narrative describing basic design intent, material choices, and primary building systems.
- Reviewing and responding to the Owner's and OPM's written comments.
- Coordination with the MBLC as it relates to building planning and grant obligations.

We expect to meet with the Library working Group and OPM on a biweekly to weekly basis throughout this phase (we've estimated four (4) meetings with the Working Group during the Schematic Design phase). We also expect to meet with the Public Building Commission (PBC) once a month (two (2) meetings are estimated). We've estimated up to four (4) additional meetings; one (1) meeting with the MA Board of Library Commissioners (MBLC), one (1) preliminary meeting with Scituate building officials and one (1) meeting for cost estimate review and value engineering and one (1) design update meeting with the Scituate Community.

Design Development Phase

During this phase we will examine in detail the design concepts initiated in the Schematic Phase and complete the design process sufficiently to proceed to documentation of the project for construction.

Our services will include:

- Incorporation of Owner, OPM and MBLC comments from Schematic Development review.
- Fixing, in close collaboration with the Owner, the project's final size and character.
- Final review of building code issues.
- Presentation and discussion of progress on final design resolution and detailing of critical shell and core architectural elements.
- Presentation for final approval of materials, finishes, and colors for typical exterior and interior surfaces.
- 100% Design Development Cost Estimate and review.
- Final submission of Architectural Design Development Drawings -- plans, elevations, building sections, wall sections, generic details, etc., and specifications -- for approval to proceed to the next phase.

- Final submission of Consultant's Design Development Drawings and outline specifications for structural and MEP/FP systems, civil engineering, and landscape design. Coordination of this work with the architectural design.
- Coordination with the MBLC as it relates to building planning and grant obligations.

We have estimated up to seven (7) meetings to complete this phase (i.e., three (3) design meetings with the Working Group, two (2) meetings with the PBC, one (1) meeting with the MBLC and one (1) meeting for cost estimate review and value engineering.

Construction Documents Phase

Based on the approved Design Development Documents, we will prepare Construction/Bid Documents setting forth the requirements for bidding and construction of the project. Our documents will include plans, elevations, wall sections, details, finishes, and specifications. They will be prepared electronically as 2D Autocad documents, to provide clarity and transferability of data to the general contractor and others responsible for the construction process, subject to the Architect's standard form of electronic file transfer agreement.

Our services will include:

- Incorporation of Owner, OPM and MBLC comments from Design Development review.
- Submission of site plan for review by Town Planning Board.
- Assist the Owner in obtaining approval of applicable local agencies and permits
- Production of technical documents describing in detail the design intent for all Architectural, structural, mechanical, electrical, plumbing, fire protection, civil and landscaping elements and components.
- Coordination of documents and specifications by all disciplines with our consultants.
- 75% Construction Documents Cost Estimate and Review.
- Preparation of Construction/Bid Documents for bidding.
- Assisting Owner/OPM with issuance of Construction/Bid Documents for bidding.
- Assisting Owner/OPM with completion of the Building Permit application, including architectural certification if required.

We have estimated up to thirteen (13) meetings to complete this phase (i.e., six (6) design meetings with Working Group, four (4) meetings with PBC, one (1) meeting with the MBLC, one (1) meeting for cost estimate review, reconciliation and value engineering and one (1) hearing for town agency approval). Revisions to previously approved design direction due to Owner changes in previously given instructions or approvals, material change in the project's size, complexity, quality, schedule, or budget, due to nonperformance by the Contractor or its subcontractors, or due to unforeseeable legal requirements will be provided at your request on an Additional Services basis.

Bidding

During this phase, we will assist the Owner in soliciting, reviewing and evaluating bids and in awarding a contract for construction. We will further assist the Owner in the production of addenda required for clarification during the bid process.

We have estimated two (2) meetings including a Pre-Bid Conference during this phase.

Construction Administration

Our role during this phase is to observe and comment on construction progress for general conformance with our design intent as described in our bid documents and specifications. Construction administration begins upon the issuance of a building permit. We will not be responsible for construction means and methods or site safety programs, as these are solely the General Contractor's responsibility.

Our work will include:

- Review of a schedule of expected submittals to be provided by the General Contractor.

- Attendance with consultants at a Pre-Construction meeting with the Owner and the General Contractor and sub-contractors to review the bid documents and establish protocols for communication.
- Site visits to the project once every week to review the progress of the work and its conformance with our bid documents and specifications.
- Timely communication with you on all construction issues requiring Owner involvement, interpretation, or resolution.
- Distribution of report on observations made on site and any field interpretations or recommendations issued verbally to the general contractor.
- Development, as required, of clarification sketches to address specific field conditions and assist in the timely progress of the general contractor.
- Review of shop drawings and sample submittals for components included in our Documents and coordination with the consultants' review of submittals related to their documents, for conformance with the design intent of the bid documents and specifications.
- Review and submission for your approval of Change Orders and the general contractor's Payment Requisitions.
- Development with the general contractor of a "punch list" of work items to be completed prior to our final site visit. We have included three punch list related site visits. Additional site visits attributable to the Contractor for review and sign-off of the finished punch list will be provided at your request on a Change in Services basis.
- Coordination of consultant site visits and construction review.
- Review by engineering consultants of equipment operation, test data (start-up, balancing, etc.).

This phase ends when the final payment to the contractor is due, or in the absence of a certificate for final payment, sixty days after the date of Substantial Completion. Construction Phase services beyond these limits, or otherwise due to the Contractor's default or nonperformance, will be provided at your request, and with your written pre-approval, on an Additional Services basis. We have estimated up to sixty-six (66) trips (weekly) to complete this phase including punch list review.

Assumptions / Additional Services:

1. Work related to LEED documentation or certification will be considered an Additional Service outside of this proposal. OEA and its consultants will make reasonable efforts to make design decisions in the spirit of green building design.
2. Work related to the design, selection procurement and coordination of Furniture Fixtures and Equipment (FF+E) will be considered an Additional Service outside of this proposal.
3. As part of the Construction/Bid documents, OEA will provide detail and selection of fixed interior materials and finishes that are an integral part of the building design (e.g., non FF+E items).
4. The Owner will furnish the design team with a site survey, geotechnical report and set of existing building construction documents, and we will be entitled to rely upon the completeness and accuracy of such information.
5. OEA is not responsible for the presence, discovery, investigation, mitigation, or removal of hazardous materials at the project site.
6. Security and Access control design, if required, will be by Vendor directly engaged by the Owner, with coordination by OEA and its consultants with their own design. The design team will provide locations for infrastructure and coordination with building systems and hardware.
7. Printing costs associated with bidding (drawings, specifications, addenda) will be borne by the Owner.
8. Special exhibits (e.g. special presentation materials requested by the client over and above those produced for design phase approvals) will be considered an Additional Service and/or reimbursable expense.
9. Any meetings or presentations beyond those outlined by OEA in this Attachment A and our consultants in their respective proposals will be considered an Additional Service.
10. The Architect will, as a Basic Service in accordance with applicable professional standards, provide Construction Documents that conform with the Owner's budget, subject to any material changes in the project's size, complexity, quality, schedule, or budget. This obligation to modify its documents to conform with the Owner's budget shall be the limit of the Architect's responsibility under this clause.

Our proposed lump sum Design Team fee is **\$819,870** (see Attachment B - Design Team Fee), not including reimbursable expenses, which are estimated at **\$51,468** (7.5% of architectural fees plus 5% of consultant fees, see Attachment B) for travel, printing, mail, etc. Refer to Attachment D for design team hourly rates.