

TOWN OF FOXBOROUGH
REQUEST FOR QUALIFICATIONS
ENGINEERING SERVICES – SUBDIVISION AND SITE

REQUEST FOR QUALIFICATIONS

| | |
|-----------------|--|
| RFQ #: | HOUSE DOCTOR – ON CALL ARCHITECTURAL SERVICES |
| Bid Opening: | JUNE 6, 2022 @ 10:00 AM |
| Bids Opened At: | The Gala Room Foxborough Town Hall 40 South Street, Foxborough, MA 02035 |

Contact

Audrey Strom
Procurement Administrator
astrom@foxboroughma.gov

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ARCHITECTURAL SERVICES - HOUSE DOCTOR**

LEGAL NOTICE



**TOWN OF FOXBOROUGH
REQUEST FOR QUALIFICATIONS**

ARCHITECTURAL SERVICES HOUSE DOCTOR

The Town of Foxborough is seeking submittals from qualified firms as they relate to providing consulting and architectural/engineering services for miscellaneous projects. Bid documents will be available beginning May 17, 2022 at 10:00AM by visiting <https://foxboroughma.gov/departments/procurement>. Sealed bids will be opened on June 6, 2022 at 10:00AM in the Gala Room at Foxborough Town Hall. The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so.

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ARCHITECTURAL SERVICES - HOUSE DOCTOR**

INTRODUCTION

The Town of Foxborough is seeking submittals from qualified firms as they relate to providing consulting and architectural/engineering services for miscellaneous projects.

PREFACE TO SERVICES

To establish a list of qualified an Architectural/Engineering Firms that can work for the Town/School Facilities as well as any other Town Departments, Department of Public Works and, Foxborough Housing Authority for a number of projects. Some are projects are capital requests and some will be done for maintenance needs. These contracts maybe funded from ARPA or other State or Federal Grants. Architect will help with the drawings, planning, pricing and bid specifications for these projects. The contract service will be for a three-year period.

The following members will serve as the Town of Foxborough 's Designer Selection Committee:

Christopher Gallagher – DPW Director
Anthony Mouselli – Facilities Manager
Audrey Strom – Procurement Assistant
William Yukna – School Business Manager – Foxborough Building Committee Member

It is anticipated that the Architect/Engineer (prime) should have relationships with the following:

1. Architect/Engineer (prime)
2. Civil Engineering
3. Landscape Design
4. Structural Engineering
5. Mechanical Engineering
6. Plumbing/Fire Protection Engineering
7. Electrical Engineering
8. Cost Estimating
9. HAZMAT Consultant
10. Code Consultant
11. Historical Preservationist

PROJECT BACKGROUND AND DESCRIPTION

The Town is seeking architectural services for various projects in the role as an architectural “house doctor”. The services may include but are not limited to inspections and studies, design, project management and construction administration services for maintenance, repair and replacement projects on an as-needed basis and ADA related projects. Additional services may be added as needed.

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COMPENSATION

Compensation for Additional Services - Except as otherwise authorized in writing by the Awarding Authority, for the services, the Designer shall be compensated as determined by the Awarding Authority as follows:

- by a lump sum fee agreed upon in advance in writing by the Designer and the Awarding Authority; or
- on an hourly basis (based on pro-rated hourly wages exclusive of benefits) and computed as follows:
- for Principals of Designer and Principals of Consultants to the Designer ("Principal" defined as Principal-in-Charge or Prime Consultant) and for Technical Staff of the Designer and Technical Staff of Consultants to the Designer ("Technical Staff" defined as management, design and production personnel) at the lesser of \$200 per hour or three times (3x) the actual pro-rated hourly wages; subject to verification by the Awarding Authority.
 - Note that if a unique or specialized consultant particular to the Project is required, a higher amount will require separate approval in writing by the Awarding Authority.

Clerical/support staff of the Designer and Consultants to the Designer shall not be compensated and is considered as part of office overhead

GENERAL SCOPE OF WORK

1. Investigating the nature and severity of the problem
2. Documenting existing conditions
3. Recommending detailed repairs and magnitude of cost for such repairs
4. Proposing alternate methods of repairs for resolution of the problem, including energy efficient alternatives
5. Developing the preferred solution to schematic design and/or design development
6. Preparing construction specifications and documents, cost estimates, and providing construction administration for the solution.
7. Emergency work that may be necessary and included in approval from DCAMM as part of the Emergency Waiver Process.

Example of some current capital projects are: Replacement of Chillers on School buildings, demolition of building at the site of the Former State Hospital, replacement of epoxy flooring on the apparatus bays at the Public Safety Building.

PROJECT SCHEDULE

| | |
|--|-------------------|
| Request for Qualifications Package Available | 5/17/22 @ 10:00am |
| Questions will be accepted via email at | 5/24/22 @ noon |
| Submittal of Architect/Engineer Proposal | 6/6/22 @10:00am |
| Complete Review of Proposals, Select finalists | June |

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QUALIFICATIONS

All applicants for consideration must possess the following minimum qualifications:

1. Massachusetts registration and licensing in applicable disciplines
2. Thorough knowledge and understanding of current Massachusetts Building Code of the Commonwealth of Massachusetts and all applicable State regulations including, but not limited to, Architect/Engineers Barriers Board 521 CMR, NFPA101 Life Safety Code and the Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings & Facilities
3. Thorough knowledge related to the design and construction of town and school buildings within the Commonwealth of Massachusetts
4. Sufficient levels of staff to complete the project within the schedule requirements
5. Flexibility to work for a negotiated fee and payment schedule
6. Adequate levels of professional liability insurance for all disciplines sufficient to cover the services and resulting response provided
7. Staff experience: Firm must commit an individual project manager with at least five (5) years of project management experience, five (5) of them in managing miscellaneous town projects or other similar design projects comparable in size and complexity in Massachusetts
8. OSHA Certified
9. MCPPO Certification (Highly Desirable)
10. Code of Conduct for Consultants on Public Building Projects

Emergency Standby Commodities and/or Services: Due to a declaration of an emergency or, state of emergency where the safety and well-being of Town of Foxborough citizens are at risk, the town may request specific commodities and/or services from its Contractors. Contractors may be called upon to supply and/or deliver to the town on a priority basis such commodities and/or services currently under contract. Such accommodations may be requested from a Contractor during an actual emergency. To accommodate such requests, Contractors may be requested and must make every effort to service these requests to the best of their ability from regular sources of supply at the rates set forth in any standard contract resulting from this RFQ

SUBMISSION REQUIREMENTS

One original unbound single sided copy and SIX (6) copies (neither facsimiles nor e-mail are acceptable) of the following requirements must be submitted to Office of the Town Manager – Town of Foxborough 40 South Street , Foxborough MA 02035 on or before June 6, 2022 at 10:00am. Responses delivered to other locations within Town Hall may be deemed unresponsive.

The submission should be formatted in the following order:

1. LETTER OF APPLICATION
2. QUALIFICATIONS INFORMATION
 - Similar Projects: A description of all previous projects of comparable size and complexity and similar in nature to those that would be performed by an on-call architect “house doctor”. The description should include construction cost estimates and reference relative to these projects. The Town of Foxborough is to have express

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permission to contact either in person, via telephone and/or correspondence any reference identified or research qualifications through other means.

- Company/ individual years of operation
- Thorough knowledge related to the implementation and installation passive and active recreation land use plans within the Commonwealth of Massachusetts
- Flexibility to work for a fixed fee and negotiated payment schedule
- Adequate levels of professional liability insurance for all disciplines sufficient to cover the services and resulting response provided.
- Staff experience: Firm must commit an individual project resident with at least five (5) years of project management experience, in similar projects comparable in size and complexity in Massachusetts. Attach resumes of proposed staffing
- Evidence of professional liability insurance from and insurance company licensed to do business in the Commonwealth of Massachusetts
- Statement of disclosure of any known lawsuits or legal proceedings

3. EVALUATION CRITERIA

- Statements to support that the firm meets all the requirements in the evaluation criteria

4. PROJECT APPROACH

- Vendor will describe how they will deal with the various projects and submit sample reports for similar projects

5. SUBMISSION OF REQUIRED FORMS

- Completed Designer Selection Application
https://www.mass.gov/files/citiestownsapplication2016_1.doc
- Insurance and Certifications
- W-9
- Certificate of Non-collusion
- Tax Compliance Certification
- Certificate of Vote
- Executed copy of Professional Services Contract

OTHER CONDITIONS

1. The Designer Selection Committee reserves the right to reject the choice of any design consultants.
2. An Owner/Designer agreement is attached.
3. Finalists may be required to appear before the Designer Selection Committee to review their qualifications. It is requested that any personnel who will be assigned to the project, including Principal-in-Charge, Project Architect attend this meeting.
4. Bidders are prohibited from communicating directly with any employee of the Town of Foxborough regarding this solicitation except as specified in this bid document, and no other individual employee or representative is authorized to provide any information or

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respond to any question or inquiry concerning this bid except for the Procurement Office. In the event that this Request for Bid is incomplete or information is missing questions must be made in writing and submitted to Astrom@Foxboroughma.gov

5. in accordance with the instructions in the solicitation. Failure to follow these instructions may result in bidder disqualification. Answers to any questions will be issued through an addendum to all persons who have requested bids.
6. Funding for the design professional or projects may be funded from ARPA funds, or other State or Federal funds.

SELECTION PROCEDURE

1. Understanding and approach to this specific project.
2. Prior experience in performing the services of an on-call architect for various municipalities.
3. Past performance of public projects, including completion of contract reports and documents in a timely manner, cost control efficiency and quality and completeness of documents.
4. Qualifications of key personnel assigned to the projects, including participants from both the applicant firm and all design/engineering consultants.
5. Experience in Massachusetts public construction, laws and procedures.
6. Capacity to effectively undertake the scope of project and meet all time requirements.

Following the interviews with the finalists, the Designer Selection Committee will establish a ranking of applicant preference based upon criteria.

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AGREEMENT BETWEEN

THE TOWN OF FOXBOROUGH AND _____

PROFESSIONAL DESIGN SERVICES

THIS IS AN AGREEMENT made on the _ day of _____ " by and between the Town of Foxborough, in the County of Norfolk and the Commonwealth of Massachusetts (Hereinafter referred to as "Town"), and _____ (hereinafter "Consultant"), an Architectural/engineering firm incorporated in the state of Massachusetts with its principle place of business

At _____, _____, Massachusetts, _____

Town and Consultant agree to the performance and furnishing of certain professional Services by Consultant concerning a _____ within the Town (Hereinafter referred to as the "project") for certain consideration to be paid to Consultant by Town, as set forth more specifically in the mutual covenants set forth below.

This Agreement will become effective on the date that the last party fully executes the same.

1.0 CONTRACT DOCUMENTS

This Agreement and the Exhibits identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between Town and Consultant and supersede any and all prior written or oral understandings between Town and Consultant.

Exhibits:

- The Town's Request for Qualifications;
- Certificate(s) of Insurance and Licenses Required by this Agreement;
- Consultant's Proposal; and
- Consultant's Corporate Authorization.

The request for qualifications shall be considered part of this contract document. 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 |
| Third Priority: | Addenda to Request for Qualifications |
| Fourth Priority: | Request for Qualifications |

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Fifth Priority: Contractor's Proposal

2.0 CONSULTANT'S SERVICES

The full execution of this Agreement by Town and Consultant constitutes the Town's written authorization for Consultant to proceed with the professional services described in the Request for Qualification (hereinafter referred to as "Consultant's Services").

3.0 GUARANTEES AND WARRANTIES BY CONSULTANT

Except as otherwise specified, Consultant's Services shall be guaranteed by Consultant against any and all defects or damages caused thereby for a period of three (3) years from the date of completion of Consultant's Services. Consultant shall be responsible during such period, or within three (3) years of the time when the Town knew or should have known of such defects or damages, if later, for any repair, changes, or remedial work necessitated by such defects or damages.

4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

All documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Consultant's Services.

5.0 TOWN'S RESPONSIBILITIES

Town shall appoint a person to serve as liaison between Town and Consultant with respect to the Project and Consultant's Services. In addition to serving as Town Liaison, this person shall be responsible for scheduling all meetings between Consultant and Town's representatives. This person, however, shall have no authority to bind Town to make payments in excess of the specific appropriation for this Agreement. Town shall provide all information requested by Consultant that is necessary for the completion of Consultant's Services. However, Town shall not be required to provide information not readily available to it.

6.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES

The TOWN shall make payment as follows: On a monthly basis, thirty days after receipt of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONSULTANT. Upon satisfactory completion of the work, thirty days after receipt of an invoice for final payment, the TOWN shall pay the CONSULTANT all amounts due under the Contract.

This Agreement does not provide for the payment by Town to Consultant for any expenses incurred by Consultant outside of allowable expenses approved by the Town. The acceptance by Consultant of its final payment under this Agreement shall operate as a release of

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the Town of all claims and all liability by the Consultant. No payment, however, final or otherwise, shall operate to release Consultant from its obligations under this Agreement.

7.0 SUSPENSION OF WORK

If Town is unable to proceed with the Project or its obligations under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within the control of Town, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of Consultant's Services shall be extended to such reasonable time as the Town may determine that will compensate for time lost by such delay, with such determination to be set forth by Town in writing.

8.0 TERMINATION

8.1 By Town

8.1.1 In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Consultant's Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another Consultant for the completion of Consultant's Services, in the excess of what Town would have paid Consultant for the completion of Consultant's Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due Consultant shall be determined by Town in good faith.

8.1.2 Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

8.1.3 In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts, including

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but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

8.1.4 After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.

8.1.5 Any termination or suspension of this Agreement shall not impair Town's right to recover damages occasioned by the fault of Consultant. Any suspension shall not limit the right of Town to terminate this Agreement.

8.2 By Consultant

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy. Consultant also shall have the right to terminate this Agreement if Town fails to make timely payment on the amounts due to Consultant under this Agreement.

8.3 Force Majeure

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

9.0 INSURANCE

Consultant shall provide and maintain insurance at its own expense until the completion of Consultant's Services as set forth below:

9.1 Worker's compensation insurance in accordance with state law;

9.2 Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate.

9.3 The Town must be named as an additional insured on a certification of insurance filed with the Town Manager at time of contract issue. This Certificate of Insurance will be attached as part of Exhibit B to this Agreement.

9.4 Professional liability insurance covering Consultant's errors and omissions with

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limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate.

10.0 INDEMNIFICATION

The following sections are in addition to and not in limitation of any other rights and remedies available to Owner under this Contract, at law and/or in equity:

10.1 For claims arising out or relating to negligent errors and omissions in the performance of professional services rendered by the Designer, to the fullest extent permitted by law, the Designer shall indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of the Designer, its employees, agents, and/or representatives.

10.2 For all other claims, to the fullest extent permitted by law, Designer shall defend, indemnify and hold harmless the Owner and the Authority and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner or the Authority to the extent they result from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and are caused by the negligence of the Designer, its employees, agents and/or representatives.

11.0 MISCELLANEOUS PROVISIONS

11.1 Entire Agreement

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or Town entered into this Agreement.

11.2 Assignment of Interest

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

11.3 Subcontractors

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of Town. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the

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performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

11.4 Inspection by Town

The authorized representatives and agents of Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

11.5 Incorporation of Applicable Law

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

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.

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.

11.6 Governing Law

Town and Consultant shall perform its services in conformity with the requirements and standards of Town, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

11.7 Licensure and Compliance with Massachusetts Tax Law

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. Consultant shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. G. L. c. 62C, Section 49A, the Consultant certifies under the penalties of perjury that, to the best of the Consultant's knowledge and belief, the Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and

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withholding and remitting of child support.

11.8 Corporate Contractor

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

11.9 Interpretation & Severability

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

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IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement on the

Town of Foxborough by:

Contractor

ACCEPTED BY: Town of Foxborough

George Samia,
Finance Director

Printed Name & Title

William Keegan, Jr.,
Town Manager

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CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,
_____, authorized signatory for _____, do hereby certify
under the pains and penalties of perjury that said contractor 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

Name: _____

Title: _____

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CERTIFICATE OF NON-COLLUSION

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

Signature

Name: _____

Title: _____

Business Name: _____

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CERTIFICATE AS TO CORPORATE CONTRACTOR

I _____
Certify that I am _____ of
the Corporation named as Contractor in the within Proposal Form that

_____ who signed said Proposal Form on behalf of the
Contractor was then _____ of said Corporation; that
I know his signature and that his signature hereto is genuine and that said Proposal Form was
duly signed, sealed, and executed for and on behalf of said Corporation by authority of its Board
of Directors.

(Corporate Seal)

(Signature)

(Title)

This Certificate must be completed where the Contractor is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

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CERTIFICATE OF VOTE

(To be filed if Contractor is a Corporation)

I, _____ “hereby certify that I am the duly qualified and acting
(Secretary of the Corporation)

Secretary of _____ and I further certify that at
(Name of Corporation)

A meeting of the Directors of said Company, duly called and held on _____
(Date of Meeting)

At which all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Proposal, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

