**CONTRACT FOR DESIGNER SERVICES**

**(BASE CONTRACT FOR DESIGN BID BUILD OR CM at RISK PROJECT)**

This Contract is made as of this day of in the year between

 (day) (month) (year)

the ,

 (Owner) (street)

 , Massachusetts ,

 (City) (State) (Zip Code)

hereinafter called "the Owner" and

 (Designer)

 , , ,

 (street) (city) (State) (Zip Code)

hereinafter called the “Designer” for the Designer to provide the designer services required to complete the Basic and Extra Services described herein at

 (name/description of Project)

The Designer is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of a written Approval to proceed from the Owner, through the Schematic Design Phase. At the Owner’s option, the Designer may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Designer. If the Owner elects to construct the Project using the CM at Risk (“CM-R”) construction delivery method pursuant to M.G.L. c. 149A, this Contract shall be amended using the Authority’s Standard Amendment for CM-R, as it may be amended from time to time by the Authority. If the Owner elects to construct the Project using the Design-Bid-Build (“DBB”) construction delivery method pursuant to M.G.L. c. 149, this Contract shall be amended using the Authority’s Standard Amendment for DBB, as it may be amended from time to time by the Authority.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, and excluding those services specified under Articles 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, and 8.3, the Designer shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

Designer’s Project Architect/Engineer:

The Subconsultants to provide services, either as Basic or Extra Services, to the Designer under this contract may include the following, as identified on the RFS:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name of Firm** | **Name of Principal** | **MBE/****WBE** |
| Architecture |  |  |  |
| Educational Programming |  |  |  |
| Civil Engineering |  |  |  |
| Landscape Architecture |  |  |  |
| Structural Engineering |  |  |  |
| Fire Protection Engineering |  |  |  |
| Plumbing Engineering |  |  |  |
| HVAC Engineering |  |  |  |
| Electrical/Lighting/ |  |  |  |
| Data/Communications |  |  |  |
| Environmental Permitting |  |  |  |
| Geotechnical Engineering  |  |  |  |
| Geoenvironmental Engineering |  |  |  |
| Hazardous Materials  |  |  |  |
| Cost Estimating |  |  |  |
| Kitchen/Food Service Consultant |  |  |  |
| Laboratory Consultant |  |  |  |
| Acoustical Consultant |  |  |  |
| Specifications Consultant |  |  |  |
| Library/Media |  |  |  |
| Technology Consultant/Audio Visual Consultant |  |  |  |
| Theatrical Consultant |  |  |  |
| Sustainable/Green Design/Renewable Energy Consultant |  |  |  |
| Code Consultant |  |  |  |
| Accessibility Consultant |  |  |  |
| Traffic Consultant  |  |  |  |
| Furniture, Fixtures and Equipment Consultant |  |  |  |
| Site Surveying  |  |  |  |
| Security Consultant |  |  |  |

IN WITNESS WHEREOF, the Owner and the Designer hereby agree to the terms of the Contract and have caused this Contract to be executed by their respective authorized officers or other authorized representatives.

OWNER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (print name)

 (print title)

By

 (signature )

Date

DESIGNER

 (print name)

 (print title)

By

 (signature)

Date

**ATTACHMENT A**

**PAYMENT SCHEDULE**

Payments shall be made in accordance with the provisions outlined in the Contract and with the following schedule:

**Basic Services**

Feasibility Study Phase

Schematic Design Phase

Design Development Phase

Construction Documents Phase

Early Bid Packages………………………………………………………………………….

Bidding Phase

Construction Administration Phase

Completion Phase

**TOTAL**

**Extra Services**

Extra Services provided pursuant to Article 8 shall be compensated as determined by the Owner (a) by a lump sum fee agreed upon in advance in writing by the Owner and the Designer, or (b) on an hourly basis in accordance with the lesser of $150 per hour or the rate schedule set forth below for time expended, or (c) on an hourly basis in accordance with the lesser of $150 per hour or a multiple of 2.5 times the direct personnel expense (without benefits) of the Designers or Subconsultants personnel including principals.

Hourly Rates:

**ATTACHMENT C**

**PARTICIPATION SCHEDULE FOR DESIGNER CONTRACTS**

**BY the supplier diversity office**

**This form shall be submitted to the Owner by the Designer upon execution of the Contract for Designer Services attached hereto.**

**Owner**

**Project No:**

**Name of Company Description of Work M/WBE Dollar Value**

**Participation**

1. $

2. $

3. $

4. $

5. $

6. $

**Dollar Value of MBE Commitment:** $

**Dollar Value of WBE Commitment: $**

**Total Dollar Value Commitment: $**

**Original Fee for Basic Services Amount $**

**DESIGNER CERTIFICATION**

The undersigned certifies under the penalties of perjury that (1) it intends to subcontract with the above listed firms for the identified work and dollar amounts and (2) certifies that he/she has read the terms and conditions of the Designer Contract with regards to MBE/WBE participation and is authorized to bind the Designer to the commitment set forth above.

**Date**

Name of Architect/Engineer

Authorized Signature

Address

City, State & Zip Code

**ATTACHMENT D**

**M.G.L. c.30 §39R - INTERNAL ACCOUNTING CONTROLS**

**APPLIES TO CONTRACTS OF $100,000 OR MORE**

**SAMPLE LETTER TO BE PREPARED ON DESIGNER’S LETTERHEAD**

Date

CEO

Owner

123 Reservoir Street

Enfield, MA 01234

RE: Enfield High School

Dear:

This Statement of Internal Accounting Controls is being submitted in accordance with Article 17.5.3 of the Contract for Design Services for the above captioned project. Please be advised that our firm, the Designer under the Contract, has a system of internal accounting controls which assures that:

1. transactions are executed in accordance with management’s general and specific authorization;

2. transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;

3. access to assets is permitted only in accordance with management's general or specific authorization; and

4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Sincerely,

**ATTACHMENT E**

**MGL c.30 §39R – INTERNAL ACCOUNTING CONTROLS**

**APPLIES TO CONTRACTS OF $100,000 OR MORE**

**SAMPLE LETTER TO BE PREPARED ON CPA’s LETTERHEAD**

Date

CEO

Owner

123 Reservoir Street

Enfield, MA 01234

RE:

Dear

Please be advised that we have reviewed the Statement of Internal Accounting Controls prepared by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in connection with the

**Name of Designer**

above-captioned project. This statement is required under M.G.L. c.30 §39R. In our opinion, representations of management are consistent with our evaluations of the system of internal accounting controls. In addition, we believe that they are reasonable with respect to transactions and assets in the amount which would be material when measured in relation to the firm's financial statements.

Sincerely,

(CPA)

**ATTACHMENT F**

**CONTRACT FOR DESIGNER SERVICES**

**AMENDMENT NO.**

**WHEREAS**, the (“Owner”) and

 , (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the \_\_\_\_\_\_\_\_\_\_ Project (Project Number \_\_\_\_\_\_\_\_\_\_\_\_) at the School on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

“Contract”; and

**WHEREAS**, effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Parties wish to amend the Contract:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

**Fee for Basic Services:** Original Contract After this Amendment

Feasibility Study Phase $ $

Schematic Design Phase $ $

Design Development Phase $ $

Construction Document Phase $ $

Bidding Phase $ $

Construction Phase $ $

Completion Phase $ $

**Total Fee** $ $

This Amendment is a result of:

3. The Construction Budget shall be as follows:

Original Budget: $

Amended Budget $

4. The Project Schedule shall be as follows:

Original Schedule: $

Amended Schedule $

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (print name)

 (print title)

By

 (signature )

Date

DESIGNER

 (print name)

 (print title)

By

 (signature)

Date \_\_\_\_