



Peabody Municipal Light Plant

Community Owned. Not for profit. It's Ours.

LEGAL NOTICE

The Peabody Municipal Light Plant is asking for proposals on an:

ARCHITECTURAL/ENGINEERING DESIGN SERVICES

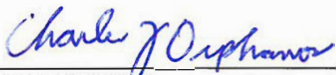
Specifications and related documents may be obtained at the Peabody Municipal Light Plant Office, 201 Warren Street Ext., Peabody, Massachusetts or at our website WWW.PMLP.COM on or after 4/28/17.

Proposals will be received at the Peabody Municipal Light Plant Office until 11:00 A.M. on Thursday, June 1, 2017 at which time they will be publicly opened and read. Proposals must be accompanied by a completed bid proposal form.

A Pre-bid Conference will be held at 10:00 a.m. on Tuesday, May 2, 2017 at the Peabody Municipal Light Plant in order to allow bidders to visit each of the sites.

The Peabody Municipal Lighting Commission reserves the right to reject any or all Proposals as authorized by law.

PEABODY MUNICIPAL LIGHT PLANT



CHARLES ORPHANOS, ASSISTANT MANAGER

ADV: The Salem News: 4/28/17
Dodge Reports

BID PACKAGE & SPECIFICATIONS

APPROVED BY: 
Division Manager

PEABODY MUNICIPAL LIGHT PLANT
REQUEST FOR PROPOSAL - CONSULTING SERVICE
INSTRUCTIONS TO CONSULTANTS

1. The Peabody Municipal Light Plant (PMLP) will receive proposals for Architectural/Engineering Design Services until 11:00 a.m. Thursday, June 1, 2017, at its General Offices at 201 Warren Street Ext., Peabody, Massachusetts, 01960, at which time the proposals will be publicly opened and read.

2. PROPOSALS --

A. All proposals must be submitted along with the completed Proposal Form provided in these specifications. If additional space is required, it shall be so noted on a supplemental attachment under the consultant's letterhead and entitled "Remarks". This attachment shall become a part of the Proposal Form.

B. The Proposal Form shall be without interlineations, alterations, erasures or changes in phraseology.

C. The Proposal Form shall be enclosed in a sealed envelope, clearly marked on the outside with the consultant's name and address, and the following bold lettering: **"PROPOSAL: ARCHITECTURAL/ENGINEERING DESIGN SERVICES"**.

One original proposal (containing original signatures of the firm's principal) and three copies of all proposals will be mailed/delivered in a sealed envelope properly marked with the Title of Proposal to:

Peabody Municipal Light Plant
ATTENTION: Glenn Trueira, Manager
201 Warren Street Ext.
Peabody, MA 01960

D. The Proposal Form, Certificate of Non-Collusion, Statement of Tax Compliance, and supplemental sheets identified on same shall constitute and shall hereinafter be termed the "Proposal".

E. The firm submitting a proposal shall assume the responsibility of making a careful examination of the specifications and related documents and all other matters that may affect cost and performance. Consultants will be required, at their own expense, to comply with all statutes, regulations, ordinances and tests which may be applicable.

F. Each firm shall submit with their proposal, evidence of their experience and qualifications to satisfactorily fulfill the specifications and requirements.

- G. Each firm submitting a proposal shall notify PMLP, in writing, if they find any discrepancies or omissions from the specifications, or if in doubt as to their meaning. If an explanation is necessary, a reply will be made by an addendum issued to all firms who have received specifications. PMLP will not give verbal answers to any inquiries regarding the meanings of the specifications. All inquiries should be addressed to PMLP, Attention: Glenn Trueira, Manager, 201 Warren Street Ext., Peabody, Massachusetts, 01960.

3. CHANGES IN SPECIFICATIONS --

PMLP may advise all firms who have received specifications, by means of addenda, of any changes in the Specifications during the proposal period. All such changes shall become a part of the Specifications as if originally included therein.

4. SITE INSPECTIONS --

PMLP is not responsible for any inspections, visits, etc., that may be made to any sites or potential sites in connection with this work. The coordination and approval(s) for such inspections, visits, etc., is the responsibility of the firm submitting the proposal.

5. PRICES --

All proposals will be firm lump sum priced. Each proposal shall contain an all inclusive rate per hour to accommodate any additions or deletions to the scope of work.

6. DEFINITIONS --

The names and words Peabody Municipal Light Plant, PMLP, Purchaser, and Owner as used in these documents are synonymous. The names and words, Designer, Architect, Engineer, Firm, Seller, and Consultant as used in these Contract documents are synonymous.

7. TERMS AND CONDITIONS --

The terms and conditions of this contract shall also be in accordance with the attachment entitled "Purchaser's Terms and Conditions." Any exceptions to these terms and conditions must be clearly identified in the proposal under the category of exceptions to the Purchaser's Terms and Conditions.

8. EXECUTION OF CONTRACT --

- A. The successful firm will be notified of the award of the Contract in writing and shall properly and promptly execute a Contract on the PMLP Contract Form, within fifteen (15) days after receiving notification of the Award of the Contract.

B. The Contract, when executed, shall be deemed to include the entire agreement between the parties. The Consultant shall not claim any modifications resulting from representations made by representatives of PMLP or other persons.

9. RIGHT TO ACCEPT OR REJECT PROPOSALS --

PMLP reserves the right to accept or reject proposals or portions thereof, and to reject all proposals, to waive any formalities in the process, if it is deemed to be in the best interests of PMLP. Proposals received after the public opening date and time will not be accepted.

10. PROFESSIONAL ENGINEER --

Each proposal shall include the name and credentials of a qualified professional engineer registered in the Commonwealth of Massachusetts who is a full time employee of the firm submitting the proposal and who will be responsible for and assigned to this work. The Consulting Firm will not be allowed to remove or substitute the named professional engineer without prior written approval of PMLP.

11. ITEMS CONTAINED IN THE BID PACKAGE --

- Legal Notice
- Instructions to Consultants
- Purchaser's Terms and Conditions
- Purchaser's Specifications
- Proposal Form
- Sample Contract
- Certificate of Non-Collusion
- Statement of Tax Compliance

PURCHASER'S TERMS AND CONDITIONS

CONSULTING SERVICES CONTRACT

1. ENTIRE AGREEMENT AND AMENDMENTS

The terms and provisions of the contract, together with the terms and provisions of all documents incorporated herein by reference, constitute the full and entire contract between the purchaser and the seller concerning the matters set forth herein, and no other agreement or understanding of any nature whatsoever has been entered into or will be recognized, nor has the purchaser made any inducements or representations to the seller except as expressly stated in this contract. No modification of this contract shall be binding or have any force or effect on either party, unless reduced to writing and signed by the purchaser and the seller, or the authorized representatives of same. no provision of this contract is intended or shall be construed to be for the benefit of any third party.

2. PERFORMANCE

Time is of the essence in this contract. If the seller shall fail in any respect to prosecute the work with promptness and diligence, the purchaser may cancel this contract in part or in its entirety without liability for the cancelled part(s).

3. PATENTS, TRADEMARKS, COPYRIGHTS

It is mutually understood and agreed that the contract includes all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. If the seller, or its subvendors/subcontractors, is required or desires to use any design, device, material or process covered by letters, patent, trademark, or copyright, the seller indemnifies and holds harmless the purchaser from any and all claims for infringement by reasons of the use of any such patented design, device, material or process to be performed under the contract and shall indemnify the purchaser for any costs, expenses and damages which they may be obligated to pay by reason of such infringement, at any time during the prosecution or after the completion of the work. The purchaser shall give to the seller notification of the source of any such suit or proceeding and shall furnish the seller (at the seller's expense) all needed information, authority and assistance to enable the seller to defend the same. If any material, equipment, or work is in any such suit or proceeding held to constitute infringement or its use is enjoined, the seller, within a reasonable time, shall either secure for the purchaser, at the seller's own expense, the right to continue using said material, equipment or work by suspension of the injunction, by procuring for the purchaser a license, or otherwise, or

shall at the seller's own expense and as the purchaser may elect, replace such material, equipment or work with non-infringing, or remove such infringing material, equipment or work, and refund the sums paid therefore by the purchaser all without injury or damage to any other property of the purchaser.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

The seller shall perform work as an independent contractor.

5. INSPECTION

All material, equipment and/or work to be supplied under this contract is subject to inspection by the purchaser or its representative. The seller shall allow the purchaser or its representative free access to seller's works and provide free access to the works of seller's subvendors/sub-contracts.

6. COMPLIANCE WITH LAW

The seller will comply with all applicable federal, state, and local laws, rules and regulations. Compliance includes, but is not limited to, the occupational safety and health act of 1970, Peabody Municipal Light Plant safety rules & regulations, executive order 11246 (equal opportunity) and guidelines established by the council on wage and price stability, all as amended periodically.

Seller agrees to comply with the provisions of the occupational safety and health act of 1970 and the standards and regulations issued thereunder and certifies that all items furnished under this contract will conform to and comply with said standards and regulations. Seller further agrees to indemnify and hold harmless the Purchaser from all damages assessed against the Purchaser as a result of the seller's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished under this Contract to so comply.

7. ASSIGNMENT AND SUBCONTRACTING

The Seller's obligations authorized under this Contract are not assignable or transferable, and the Seller agrees not to subcontract any of the work authorized hereunder without the prior written approval of the Purchaser. The Purchaser retains the right to approve or disapprove of all subcontractors for such approved work.

8. OWNERSHIP OF PRODUCT

All technical data, evaluations, specifications, reports, studies are the property of the Purchaser and shall be delivered to the Purchaser. The Seller may retain copies thereof for its files and its internal use.

9. TECHNICAL PUBLICATION

Publication or teaching of information directly derived from work performed, or data obtained, in connection with services rendered under this Contract must first be approved in writing by the Purchaser.

10. CONFIDENTIALITY

The Seller shall keep all services carried out hereunder for the Purchaser (described in the Specifications attached hereto) entirely confidential, and not use, publish, or make known without the Purchaser's written approval, any information furnished by the Purchaser for purposes of such services, to any persons other than personnel of the parties of this Contract.

Any public representation regarding the Purchaser shall be made by the Purchaser, and any requests for information made to the Seller by a third party shall be referred to the Purchaser.

11. WAIVER

In the event the Purchaser shall fail to insist on performance of any of the terms or the exercise of any of its rights and privileges, such failure or any breaches, shall not constitute a waiver of such terms, conditions, rights or privileges.

12. CHANGES AND/OR AMENDMENTS

The Purchaser shall have the right, from time to time during the terms of this Contract, by written notice to the Seller, to make changes in or additions to drawings, specifications or instructions for the work covered in the Specifications, including the right to expand, decrease or limit the scope and nature of the work to be undertaken, or redirect work already in progress.

13. WARRANTY

The Seller warrants to the Purchaser that it shall perform the work in accordance with accepted professional standards and shall exercise sufficient care appropriate to such standards to insure the technical correctness or accuracy of the work.

The Purchaser's remedy, should any breach of this warranty occur, shall be that the Seller shall perform, at its own expense, any portion or all of the work which is found to be in breach of the Seller's warranty, in addition to other remedies available to the seller, at law or equity.

14. CUMULATIVE REMEDIES

Every right or remedy herein conferred upon or reserved to the Purchaser shall be cumulative and shall be in addition to every right and remedy now or hereafter existing at

law or in equity or by statute, and the pursuit of any right or remedy shall not be construed as an election.

15. DELAYS

The Seller expressly agrees to the work schedule provided for in the Contract and such schedule includes allowances for all hindrances and delays incident to the work. No claims shall be made by the Seller for hindrances and/or delays from any cause during the progress of the work except as provided under "SUSPENSION OF WORK" and/or "FORCE MAJEURE".

16. SUSPENSION OF WORK

The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the Contract. Orders for suspension or reinstatement of work will be issued by the Purchaser to the Seller in writing. The time of completion of the work will be extended for a period equal to the time lost by reason of the suspension. No consideration shall be given by the Purchaser to cost increases or loss of anticipated profits, due to suspension or reinstatement of this Contract.

17. FORCE MAJEURE

A delay in, or failure of, performance of either party hereto shall not constitute default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including, but not limited to, acts of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of a governmental authority, affecting to a degree not presently existing, the supply, availability, or use of materials or labor, acts of war, public disorders, rebellion or sabotage, floods, riots, strikes, or any causes whether or not the class or kind of those specifically named above, not within the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. Should the work be delayed due to Force Majeure, or otherwise delayed due to conditions beyond the control of or without the fault or negligence of either party, the parties to this Contract shall confer to reach an agreement on the alterations of fees and/or other terms and conditions upon which the work shall be continued, or otherwise terminated.

18. ARBITRATION

Arbitration of all questions and issues in dispute under this Contract shall be submitted to Arbitration in accordance with the provisions of the standard Form of Arbitration of the American Arbitration Association, but only in the event that both parties to this Contract so agree to such submission for Arbitration. If both parties fail to agree to submit to Arbitration in the manner prescribed above, or to submit to Arbitration in any mutually acceptable form, all questions and issues in dispute will be submitted to a court of competent jurisdiction of the Commonwealth of

Massachusetts to be tried according to the applicable laws of the Commonwealth of Massachusetts.

Costs of such arbitration will be shared equally by the parties, unless the arbitrator determines that the claim made by one of the parties is without merit, in which event the arbitrator may award costs to the other party.

19. TERMINATION FOR CAUSE

The Purchaser, on written notice, may suspend, postpone, abandon or terminate this contract, or any part thereof, as a result of the Seller's failure to render to the satisfaction of the Purchaser the services required of him under this Contract, including the progress of the work. The Purchaser shall be the sole determinant in all termination for cause issues and no consideration shall be given by the Purchaser to the Seller for any costs, claims, or loss of anticipated profits by the Seller as a result of the suspension, postponement, abandonment or termination of this Contract, or any part thereof, by the Purchaser for reason of cause.

20. TERMINATION FOR CONVENIENCE

The Purchaser, on written notice, may suspend, postpone, abandon or terminate this Contract, or any part hereof, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment or termination may come about for the sole convenience of the Purchaser. Upon receipt of written notification from the Purchaser that this Contract, or any part hereof, is to be terminated, the Seller shall immediately cease operations of the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of this Contract that may be in his possession or custody, and shall transmit the same to the Purchaser on or before the fifteenth day following the receipt of the above-written notice of termination, together with his evaluation of the cost of the work performed. The Seller shall be entitled to just and equitable payment in accordance with this Contract for any uncompensated work satisfactorily performed prior to such notice. The Purchaser shall determine the amount of acceptable work performed by the Seller under this Contract. The Purchaser's evaluation shall be used as a basis to determine the amount of compensation due him for this work, provided it shall be made in good faith and supported by substantial evidence.

In determining the value of the work performed by the Seller prior to termination, no consideration will be given to profit which the Seller might have reasonably expected to make on the in completed portion of the work.

21. INSURANCE

The Seller shall, at its own expense, maintain in effect at all times during the performance of the work, insurance coverages with limits not less than those set forth below with insurers and forms of policy satisfactory to the Purchaser.

The Seller shall deliver to the Purchaser no later than ten (10) days after contract date or prior to commencing work, whichever is sooner, Certificates of Insurance, identified on their face by Contract number and work description as evidence that policies providing such coverage and that limits of insurance are in full force and effect. Such certificates shall name PMLP as additional insured. The Seller shall provide that at least sixty (60) days' advance written notice will be given the Purchaser prior to cancellation, termination, or material alteration of said policies of insurance.

COVERAGE	MINIMUM LIMITS
1. Workers Compensation	Statutory requirements of the Commonwealth of Massachusetts
2. Employer's Liability	To extent included under Workers Compensation insurance policy with a minimum limit of \$100,000
3. *Comprehensive General Liability:	
a. Bodily Injury	-\$1,000,000 each occurrence
b. Property Damage	-\$1,000,000 each occurrence \$1,000,000 single limit is acceptable
	*Products liability and completed operations included.
4. Comprehensive Automobile Liability (owned, hired, and non-owned)	
a. Bodily Injury	-\$ 500,000 each person -\$1,000,000 each occurrence
b. Property Damage	-\$ 50,000 each occurrence

22. INDEMNIFICATION

The Seller shall defend, indemnify and hold the Purchaser, and its employees free and harmless from and against any and all claims, demands, causes of action, suits or other litigation (including all costs thereof, including attorney's fees) of every kind and character arising on account of bodily injuries, death, damage to property in any way occurring incident to, arising out of or in connection with work performed or to be performed by the Seller hereunder or occurring incident to, arising out of or in connection with the presence of employees of the Seller or any of the Seller's subcontractors on the work premises, due to the negligence or willful misconduct of the Seller.

23. LAW OF CONTRACT - JURISDICTION

The Contract shall be construed under and shall be governed by the Laws of the Commonwealth of Massachusetts, and in case of controversy not otherwise settled shall be submitted to the exclusive jurisdiction of the Massachusetts Courts.

24. AUDIT

The Seller shall, at its own expense, keep and maintain complete records and books of account of its costs and expenses relating to the work in accordance with generally accepted accounting practices. Should a dispute arise between the Purchaser and Seller regarding reimbursable amounts and/or credits, the Seller shall grant the Purchaser permission to audit such records and books of account.

25. TAXES

The Seller shall pay all applicable state and local sales and use taxes on sales to, or used by, the Seller of tangible property and services employed by the Seller in the performance of the Order. The Seller shall identify all costs in connection therewith. The Purchaser is an organization exempt from the payment of such state and local taxes of tangible property and services, and will not reimburse the Seller for such taxes paid.

26. COMPLETION OF CONTRACT

This Contract will not be considered complete until all specifications and Contract requirements have been satisfied. These requirements also include the Purchaser's acceptance of all documentation, drawings, manuals, etc. Final payment shall not be construed to relieve the Seller of any of its obligations under this Contract.

27. NOTICE

The Purchaser agrees to give the Seller immediate notice of any and all claims for which the Seller may be liable, and the Seller agrees to give the Purchaser immediate notice of any and all claims for which the Purchaser may be liable. All claims hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, registered mail, postage paid.

A. IF TO THE SELLER, ADDRESS

B. IF TO THE PURCHASER, AT PEABODY MUNICIPAL LIGHT PLANT, 201 WARREN STREET, PEABODY, MASSACHUSETTS, 01960.

28. PROFESSIONAL SERVICES

The Seller warrants that it has available to it competent legal, accounting, and insurance counseling services necessary for the project.

**Request For Proposals
Architectural/Engineering Design Services
Renovation/Improvement Project
Peabody Municipal Light Plant**

1.1 OBJECTIVE

The Peabody Municipal Light Plant (hereinafter called “PMLP”) is seeking proposals from qualified architectural and/or engineering firms (hereinafter called “Firm”) to provide professional services to design and supervise the construction of renovations to several areas of PMLP’s Main Office building. Services needed include engineering, design, technical assistance and construction oversight. The Firm must demonstrate through this RFP, knowledge and experience in the design of the renovation of a customer service /office area including public access areas with a focus on the upgrade of the operational and security features.

1.2 BACKGROUND

PMLP is a Massachusetts Municipal Electric Utility serving approximately 26,000 customers, in Peabody and Lynnfield. The PMLP main office is located at 201 Warren Street Extension, Peabody MA and was opened in August of 1989. The two-story building currently supports all PMLP central services, including: warehouse, garage, distribution operations, business and administration.

The following areas are to be renovated.

First Floor:

Customer Service Area

Auditorium

Second Floor:

Engineering Department

Information Technology Department

First Floor:

The Customer Service Area is open 8:30am to 4:30pm (Monday through Friday) and available to the public. The customer service area provides space for the PMLP customers to interact with PMLP staff on a variety of customer service issues. The entire customer service area contains: (1) general lobby area, (2) reception area, (3) cashier windows and (4) two customer service rooms.

The PMLP proposes to renovate the customer service area with the intent to increase the operational efficiencies as well as provide additional security features. The design of a new customer service area will maximize use of square footage for customer reception services, cashier services, customer account services and collection activity support services.

With these assumptions in mind and input from PMLP staff a preliminary design was developed, which includes: redesign the lobby area (825 sf.) by adding additional secured customer service windows, redesign the telephone operator area (90 sf.) from the current open design to a secure design behind the customer service windows; move the security door; remove/redesign the two existing internal customer service offices (90 sf. ea.).

The Auditorium Area is (1,152sf.) and operates 7:00am to 5:00pm for PMLP business and open for public use from 6:00pm to 10:00pm (Monday through Friday). The Auditorium provides space for PMLP to conduct meetings as well as a training area for its employees. At night the Auditorium is used by different City Organizations to conduct their meetings.

**Request For Proposals
Architectural/Engineering Design Services
Renovation/Improvement Project
Peabody Municipal Light Plant**

Second Floor:

The Engineering Department is (2,360 sf.) and operates 7:00am to 5:00pm

(Monday through Friday). The Engineering area provides our Engineering staff the space needed to perform a variety of functions. The entire Engineering area contains (2) working offices (1) conference room (1) printer room and (1) storage room.

PMLP proposes to renovate the Engineering Department by adding a new (120 sf.) office space adjacent to an existing office.

The Information Technology Department will be moved from its current location to a (1,064 sf) area. The room is currently used as PMLP's Gym room. The Gym equipment will be moved and relocated by PMLP staff. PMLP proposes to renovate the existing room by adding a new (120 sf.) office space, relocation of the existing entrance /exit door to a different wall. A second entrance / exit door is needed along with a service window and work bench.

A mandatory pre bid conference will be held at 10:00 am on Tuesday, May 2, 2017.

The Firm will be responsible for working with PMLP to fully develop the design, the construction schematic drawings and provide construction administration.

1.3 SCOPE OF WORK

Study/Investigate

1. The proposed renovations must be detailed and will need to be done in stages to allow construction to proceed while normal work activities are maintained. Some construction may be required to be performed on nights / weekends.
2. The Firm will perform a site survey of 201 Warren Street Extension to become familiar with existing conditions and assemble a list of the PMLP specific project requirements.
3. The Firm will collect and review available plans, drawings and other existing documents concerning the current condition pertaining to the project. General floor plans do exist for the facility; however the Architect will be required to verify dimensions and floor space as part of the work.
4. The Firm will conduct a preliminary review of the codes and regulations relating to the project. All construction must follow specific architectural standards pertaining to ADA requirements.
5. The Firm will attend a meeting with the PMLP to review the project. The Firm will provide comparative advantages and disadvantages (including estimated construction costs) of multiple approaches. The Firm will provide a recommendation as to the preferred approach.

**Request For Proposals
Architectural/Engineering Design Services
Renovation/Improvement Project
Peabody Municipal Light Plant**

Schematic Design Phase

1. The Firm will apply requirements of current applicable codes and standards, including, but not limited to the Massachusetts State Building Code and local codes administered by officials with jurisdiction and all other applicable state regulations and local ordinances.
2. Once the PMLP agrees to the specific design development and construction requirements the Firm will prepare and submit a formal "Schematic Design" submission incorporating any previously required changes, suggestions, or additions. A cost estimate and schedule update shall be included in the submission.
3. All documents must be consistent with requirements for construction services for Massachusetts cities and towns, and other accepted standards relevant to the scope of work as tasked.
4. The Firm will interview the PMLP staff and meet with City of Peabody building officials, as required.

Construction Documents Phase

1. The Firm will create construction documents suitable for public bid according to all applicable public bid laws in the Commonwealth of Massachusetts, the bidding requirements resulting from the accepted plan, and requirements of the PMLP.
2. The Firm shall create detailed specifications, plans, diagrams and schedules that will describe all mechanical, electrical, architectural, and structural work, as well as all necessary requirements envisioned in the adopted design.
3. The Firm will prepare and deliver one original machine-reproducible set of bid documents as well as an electronic set. PMLP will have full rights to reformat and duplicate in sufficient quantity for anticipated demand by interested bidders, and for internal use. PMLP shall be responsible for boiler plate specifications and terms, advertising and bid invitation. The development of final bid documents shall be subject to periodic reviews with designated PMLP officials.
4. The Firm will submit a final construction cost estimate and project timetable in sufficient detail for budgetary and scheduling purposes.

Bidding Phase

1. The Firm shall provide technical assistance to the PMLP relative to questions and requests for clarifications received from potential bidders.
2. The Firm will attend a pre-bid conference, if required.
3. The Firm will issue detailed technical specifications for addenda as may be required during the bid process conducted by the PMLP.
4. The Firm will conduct reviews of bid submittals, and make such investigations as may be necessary to gather information concerning certain contractors.
5. The Firm will evaluate construction bids and advise PMLP on Contractor Selection

**Request For Proposals
Architectural/Engineering Design Services
Renovation/Improvement Project
Peabody Municipal Light Plant**

Construction Phase

1. The Firm shall attend periodic job meetings at the project site to observe the quality and progress of the work and furnish a written field report for each visit.
2. The Firm shall provide quality control to ensure the contractor and subcontractors are providing materials, labor and products consistent with what is identified in the construction documents.
3. The Firm shall ensure that all necessary inspections and approvals from appropriate regulatory authorities are secured.
4. The Firm will review, modify and approve all contractor requests for payment and submit approved requests to PMLP for payment processing.
5. The Firm will provide one comprehensive set of as-built, reproducible plan drawings to the PMLP upon project completion. (Including applicable structural, mechanical, electrical, etc.)
6. The Firm will prepare a punch lists upon Reaching Substantial Completion of the Project.

1.4 PROPOSAL SUBMISSION AND OPENING

Parties requiring clarification or interpretation of this solicitation shall do so only via email to Karen Repucci, Business Manager at krepucci@pmlp.com

PMLP will receive proposals for the Architectural/Engineering Design Services Renovation/Improvement Project RFP until **11:00 am Thursday June 1, 2017** at its General Offices at 201 Warren Street Extension Peabody, MA, 01960, at which time the bids will be publicly opened and read. Please mail proposals to:

Peabody Municipal Light Plant,
201 Warren Street Extension,
Peabody, MA, 01960
ATTENTION: Glenn Trueira, Manager

The Bidders should submit their proposal in a single sealed envelope. The following must be clearly marked on the outside of the envelope: (1) Architectural/Engineering Design Services Renovation/Improvement Project (2) Bidders Name, (3) Bidders Address. Bidders must provide one (1) set of unbound original materials containing an original signature of the firm's principal and 3 copies of the same, which may be bound.

1.5 REQUIRED INFORMATION

In order to simplify the evaluation process and obtain the maximum degree of comparison, the PMLP is requiring the Firm to submit proposals in the format noted below.

**Request For Proposals
Architectural/Engineering Design Services
Renovation/Improvement Project
Peabody Municipal Light Plant**

Proposed Project Approach

The Firm will submit a Proposed Project Approach describing work processes, critical issues, and any special skills to be used. In addition, the firm shall submit a Proposed Project Schedule that will include the major project tasks and the hours expected to complete those tasks.

Professional Experience

The Firm shall provide a history of the firm, including number of years in business, and size of firm. The Firm shall provide the qualifications of individuals to be assigned to the project. In addition, list names of all potential sub-consultants to be assigned to the team, and their experience

Professional References

The Firm shall provide the name, address and telephone number of at least (3) client references that the PMLP can contact. Similar projects performed for a public owner in Massachusetts are preferable.

Additional Information

The Firm may provide any additional information, not specifically requested, but which you believe would be useful to the PMLP in evaluating your proposal.

Compensation

The Firm must provide two Fee Quotations (on attached Bid Form) including: (1) Project Lump Sum and (2) Additional Services Rate- Hourly

1. The Project Lump Sum must be an all-inclusive fixed fee for the entire engagement. The Fee Quotation shall include all costs associated with the services proposed as part of this submission
2. The Additional Services Rate- Hourly must be an hourly all inclusive rate for each staff member who is expected to perform services as noted in Section 1.7 Additional Services

1.6 PROPOSAL EVALUATION

PMLP will evaluate all accepted proposals according to the following evaluation criteria categories (not listed in order of significance).

1. Quality of Proposed Project Approach;
2. Quality of the Professional Experience;
3. Experience in successfully completing projects of a similar size & scope;
4. Professional References, and
5. Cost

The Firm that best meets the criteria listed in Section 1.6 Proposal Evaluation will be selected and submitted to the Manager for approval. Failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, may disqualify the bid.

**Request For Proposals
Architectural/Engineering Design Services
Renovation/Improvement Project
Peabody Municipal Light Plant**

1.7 SUBMISSION & PAYMENT SCHEDULE

The PMLP shall make progress payments upon satisfactory completion of each Project Milestone listed below indicated by written acceptance and approval.

Project Milestone	Payment
Attend a "Kick-Off" meeting	
Schematic Design Phase	20%
Issuing of RFP for Contractor	20%
Construction Award	20%
Completion of Customer Service Area	10%
Completion of Information Technology Area	10%
Completion of Engineering Area	10%
Completion of Auditorium Area	10%
TOTAL	100%

The Firm shall invoice the PMLP according to the above schedule. Upon Receipt of the invoice the PMLP shall verify the milestone has been satisfactorily achieved and shall then process said invoice payment.

1.8 REVISIONS AND RE-SUBMISSION

PMLP will review and issue written comments on all Designer submissions. Work found to be "Not Approved" shall be revised and resubmitted at no additional cost. Such submission approvals will not be withheld unreasonably. The PMLP may require revisions and/or resubmissions where submitted designs or construction documents.

1. Do not meet the requirements for submission content.
2. Do not meet building code, Massachusetts bid law, or other regulatory requirements.
3. Do not accurately reflect the project's goals, scope, or tasks as stated herein.
4. Are not sufficiently clear or complete enough to allow for proper bidding and construction.

1.9 ADDITIONAL SERVICES

The Firm awarded the contract subject to this RFP may also be retained to provide the additional Architectural/Engineering Design Services that are identified by PMLP but not specifically covered under this RFP. It is understood that the Firm may be retained if it is determined to be in the best interest of the PMLP. It is further understood that the PMLP is under no obligation to retain the Firm to provide any such additional services. The PMLP and Firm will mutually agree to the scope of services prior to the commencement of any services. The hourly billing rates as noted on the attached Bid Form will be utilized as the rate for such additional services.

**Request For Proposals
Architectural/Engineering Design Services
Renovation/Improvement Project
Peabody Municipal Light Plant**

BID FORM

Total Project Cost –Lump Sum	Additional Services – Hourly Rate

The above proposal is in complete compliance with Scope of Services: **Yes** **No**

The above proposal is in complete compliance with Purchaser's Terms & Conditions: **Yes** **No**

Signature of Bidder: _____

Printed Name: _____

Date: _____

**Request For Proposals
Architectural/Engineering Design Services
Renovation/Improvement Project
Peabody Municipal Light Plant**

REFERENCES

Company Name: _____

Contact Person: _____

Phone Number: _____ Project Date: _____

Company Name: _____

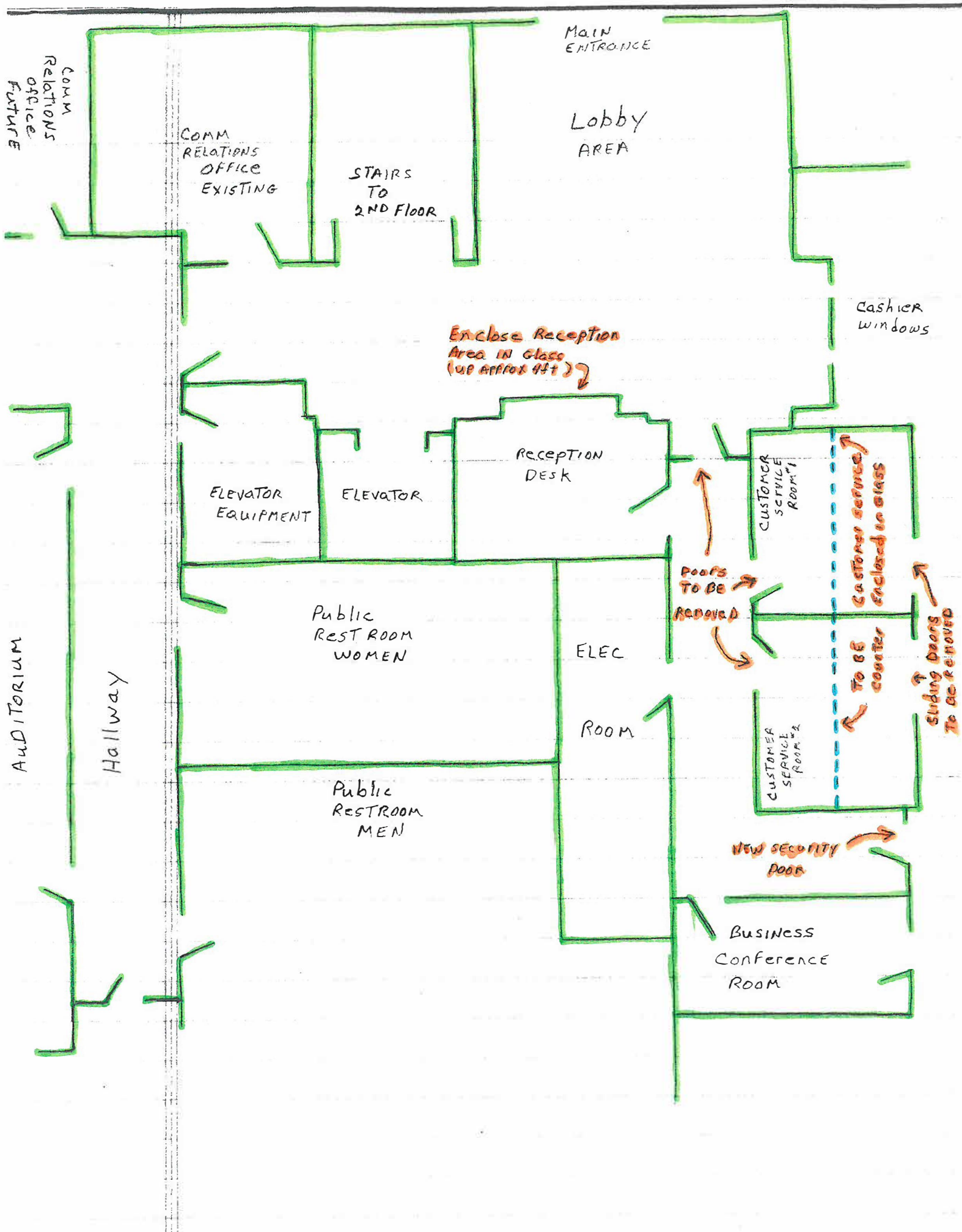
Contact Person: _____

Phone Number: _____ Project Date: _____

Company Name: _____

Contact Person: _____

Phone Number: _____ Project Date: _____



MAIN ENTRANCE

Lobby AREA

COMM RELATIONS OFFICE FUTURE

COMM RELATIONS OFFICE EXISTING

STAIRS TO 2ND FLOOR

Enclose Reception Area in glass (w/ approx 4ft)

Cashier windows

RECEPTION DESK

ELEVATOR EQUIPMENT

ELEVATOR

CUSTOMER SERVICE ROOM #1

Doors To Be Removed

Customer service enclosed in glass

Sliding Doors To Be Removed

Public REST ROOM WOMEN

ELEC ROOM

CUSTOMER SERVICE ROOM #2

AUDITORIUM

Hallway

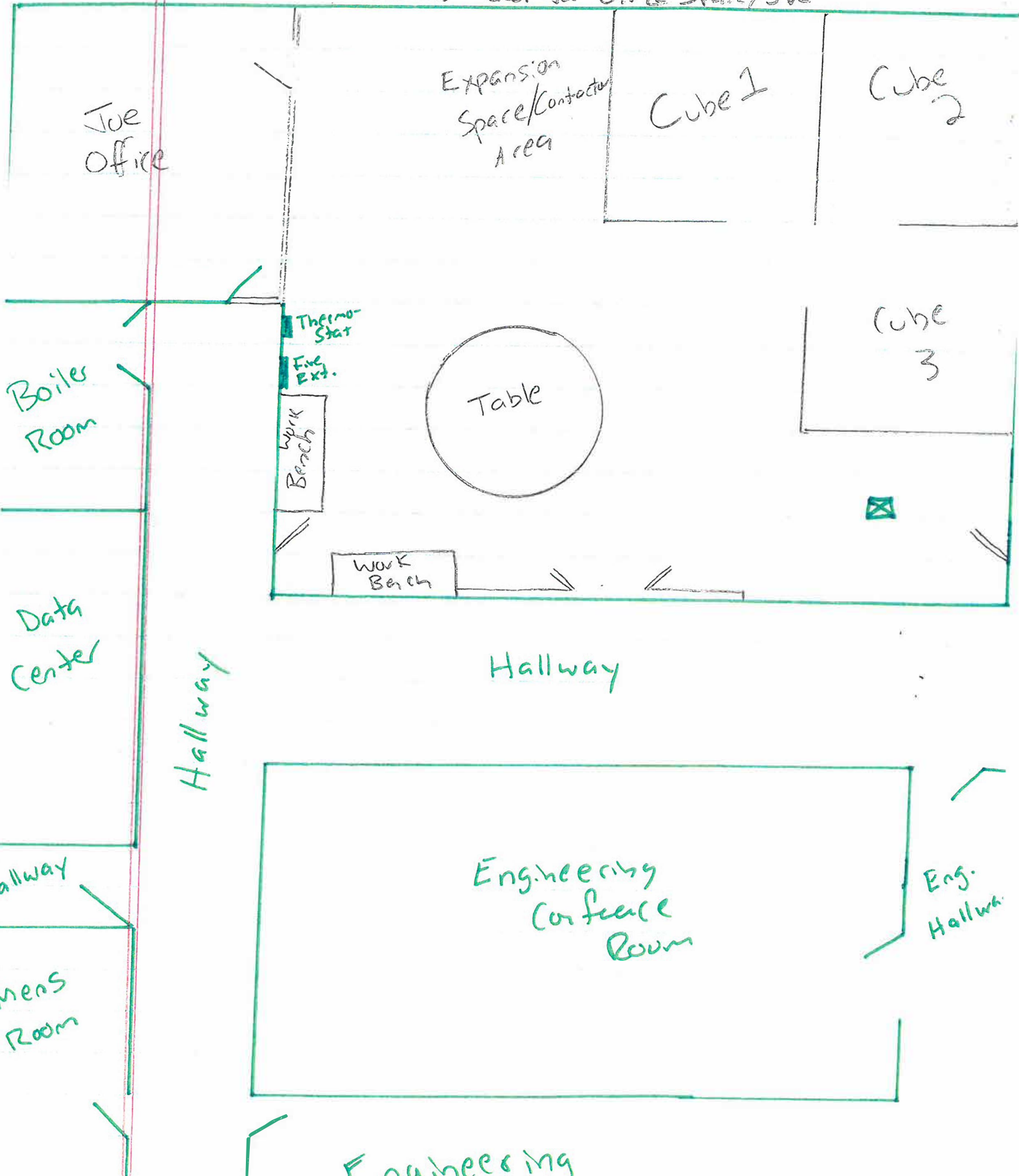
Public REST ROOM MEN

ROOM

NEW SECURITY DOOR

Business Conference Room

- Add Rug
- Move Door Near boiler Room (to corner)
- Add 2nd door near push - Bag
- Service window and/or dutch door.
- Wall off + door for Office Space/Joe





Peabody Municipal Light Plant

Community Owned. Not for profit. It's Ours.

CERTIFICATE OF NON-COLLUSION

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTES AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. The undersigned certifies under penalties of perjury, that this accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the Commonwealth of Massachusetts or United States Law. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Note: No premiums, rebates or gratuities to any employee are permitted with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the master bidders list.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Date:	

TAX COMPLIANCE CERTIFICATION

Pursuant to MGL c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Duly Authorized Signature:	
Date:	
Social Security # or FID #:	

SAMPLE

C O N T R A C T

AGREEMENT made this «DATE», by and between the Peabody Municipal Light Plant, a business duly established under the laws of the Commonwealth of Massachusetts and having a usual place of business in Peabody, Massachusetts 01960, hereinafter referred to as "PMLP", and «CONSULTANT», having a usual place of business at «ADDRESS», hereinafter referred as «NAME».

WITNESSETH THAT:

WHEREAS, "«NAME»" has offered to provide «CONSULTINGSERVICE» including procedures necessary to express an opinion and comments thereon;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein set forth, the parties hereby agree as follows:

1. «NAME» shall perform the «CONSULTINGSERVICE» as described in the documents herein referenced for the total fee and expenses of «COST».
2. «NAME» shall not assign or transfer this Contract or any part thereof or any sum due or to become due hereunder without the written consent of the PMLP.
3. This AGREEMENT together with the Instructions to Bidders, Purchaser's Terms and Conditions, PMLP Specifications, and Vendor's Proposal, hereto attached, form this Contract and are as fully a part of this Contract as if herein repeated.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as the day and year first above written.

«TITLE» PEABODY MUNICIPAL LIGHT PLANT

BY _____
(NAME)

BY _____
Glenn R. Trueira

(TITLE)

(DATE)