

**SCOPE OF SERVICES  
AND PAYMENT FOR SERVICES**  
DHCD Project # 097164  
**Fitchburg Housing Authority**  
Reasonable Accommodation Request for ADA Office  
July 16, 2021

The construction budget for this project is **\$21,296**.

**I. Background:**

The FHA provides supportive housing services through MHCC and their current office space is small and not handicapped accessible. On the 4<sup>th</sup> floor of 50 Day Street, there is a sitting area that is not utilized by tenants that could be converted into an office space.



The LHA does have a copy of the original construction drawings for this development. Asbestos/Lead testing is not required for this project. The unit will not be occupied during construction.

## II. Project Goals and General Scope:

The Goal of the project is: create an accessible office on the 4<sup>th</sup> floor.

The Scope of the project included, but is not limited to: build a wall to close off the sitting area on the 4<sup>th</sup> floor, create an accessible doorway to enter the new office area, install new LED lights, run new power outlet locations, install a secure window on existing half wall, and paint the office.

## III. Project Phases:

Work under this Scope of Services is divided into the Project Phases as listed below. Each Project Phase may consist of one or more required submissions, and may include site visits, meetings with the LHA, DHCD, and others, or other tasks as described.

1. The DHCD Design and Construction Guidelines and Standards which are applicable to the scope of work of this project are listed below:

**Insert the name of guideline(s).**

The DHCD Standards can be found at <https://www.mass.gov/service-details/design-construction-guidelines-standards>

2. Electronic Submissions should be made at:  
<https://caphub.azurewebsites.net/Project/Detail?fishNumber=097164&tab=design-tab>. Sign in with your user name and password to access projects to which you have been assigned. Electronic Submissions should be made in PDF format. A copy of the standard DHCD A/E Document Submission Transmittal Form for hard copies will be available by link from the electronic submission window and can be found at <https://www.mass.gov/service-details/design-construction-guidelines-standards>.
3. The Fitchburg Housing Authority contact for the project will be Mr. Douglas Bushman at [dbushman@fitchburgha.org](mailto:dbushman@fitchburgha.org).
- **Submittals are to be BOTH hard copy and electronic submittal to Cap Hub.** Hardcopy submittals should be sent to the Housing Authority. The submissions will not be considered on time until the hardcopy submission is received.

### A. Study/Investigative Phase:

- A. The Designer shall Schedule and Conduct a "Kick Off" meeting/teleconference with housing authority and DHCD representatives to review the project. Prior to the meeting the Designer shall:
  1. Thoroughly review the requirements of the Scope of Services including scope, budget, and schedule.
  2. Visit the site and become familiar with existing conditions as they relate to the scope.
  3. Conduct a preliminary review of the codes and regulations relating to the project.  
Formulate a general approach (or alternative approaches) to the design of the project for informal presentation and discussion at the "Kick-Off" meeting/teleconference.
- B. **Milestone Work Product Submission:** Prepare and submit an **Investigative Report** that includes requirements for hazardous material testing/hazardous material reports, requirements for destructive testing/data from destructive testing, potential remediation alternatives and preliminary sketches and details. A cost estimate and schedule update for each alternative shall be included in the submission.
- C. Provide meeting minutes 1 week after the meeting/teleconference.

## B. Schematic Design Phase:

1. The Designer shall Schedule and Conduct a “Kick-Off”/Schematic meeting/ teleconference with housing authority and DHCD representatives to review the project. If appropriate to the size and complexity of the project, a “Kick Off via teleconference” is acceptable and includes representatives of the housing authority and DHCD. Prior to the meeting the Designer shall:
  - a. Thoroughly review the requirements of the Scope of Services including scope, budget, and schedule.
  - b. Conduct a thorough on-site review of conditions relating to the project.
  - c. Collect and study all available drawings, reports, maintenance reports and other existing data pertaining to the project.
  - d. Analyze all applicable codes and regulations, the DHCD Design and Construction Guidelines and Standards and any special design standards supplied by the Housing Authority.
  - e. Interview Housing Authority staff. Meet with local building officials if applicable.
  - f. **Milestone Work Product Submission:** Prepare and submit a formal “Schematic Design” submission incorporating the scope, suggestions or additions to the scope which will include but not be limited to: an investigative report, preliminary sketches and details, an outline specification, a cost estimate broken down according to CSI specification sections, and a schedule update. Should the construction cost estimate produced at the Schematic Design Phase exceed the construction budget for this project by 10%, a written statement with supporting details shall be prepared recommending how the scope of work could be modified, to comply with the construction budget for this project, including alternates that might be recommend.
  - g. Determine at the meeting which ebidding host is to be utilized, if any.
2. Provide meeting minutes 1 week after the meeting.
3. If required by the Authority, meet with DHCD and the Authority to resolve any issues.

## C. Design Development Phase:

1. If required by the Authority, meet with DHCD and the Authority to review and make a final selection on the alternative designs developed in the Schematic Design Submission.
2. **Milestone Work Product Submission:** Prepare and submit the “Design Development Submission”, incorporating any previously required changes, suggestions, or additions. Also include an outline specifications and a detailed cost estimate broken down according to CSI specification sections.
3. If required by the Authority, meet with DHCD and the Authority to resolve any issues.

## D. Construction Documents Phase:

- a. If required by the Authority, meet with DHCD and the Authority to review and select design options developed in previous design review phases.
- b. **Milestone Work Product Submission:** Prepare and submit “Construction Document Submissions” at the **100%** level of completion. For each submission:
  - a. Include a revised cost estimate broken down according to CSI specification sections as part of the submission.
  - b. Incorporate the DHCD “front end” sections, including Division 01, General Requirements of the Technical Specifications into the Project Manual. The “front end” sections are available on the DHCD website to facilitate editing at <https://www.mass.gov/public-housing-modernization-documentation/need-to-know>
  - c. Include Specifications prepared in CSI standard format.
  - d. Include changes required from previous submission.

2. After review and written comments prepared by the Authority and the Department for the 100% submission have been addressed, a single construction bid package shall be prepared for the solicitation of competitive bids in accordance with MGL Chapter 149 Section 44A-J bid requirements.
3. After Approval to Bid has been issued, the Designer shall prepare and transmit a PDF version of the bid set documents to the electronic plan rooms for posting on their website. (see DHCD advertisement to bid to see multiple choices available for a plan room).

The Bid Sets of construction documents shall:

- a. Incorporate the comments included with the 100% CD approval.
- b. Include a revised Advertisement reflecting the correct bidding schedule developed in coordination with the Housing Authority.
- c. Include an up to date Prevailing Wage
- d. Include the necessary ebidding documentation and uploaded to the ebidding host. Information for ebidding vendors and their process is located on the DHCD information for bidding webpage at: <https://www.mass.gov/service-details/public-housing-bidding-information>

#### E. Bid Phase:

The project shall be bid electronically/The project will be bid from the Housing Authority Office.

1. Provide technical assistance to the Authority relative to questions and requests for clarifications received from potential bidders.
2. **Milestone Work Product:**
  - a. Prepare and place the project into the Central Register;
  - b. Prepare any and all addenda required during the bidding phase;
  - c. Schedule, attend and conduct a pre-bid conference;
  - d. Make recommendations to the Authority regarding the award of a Construction Contract, including a written review of the contractor's qualifications and recommendations. These recommendations must be submitted to the DHCD PM and the Housing Authority within 7 days of the bid opening; and
  - e. **Archive the Final Bid Documents:** The Designer shall prepare and upload a PDF version of the bid set documents (including addenda) into Cap Hub on the Design Tab under the Bid Document Submittal Portal and transmit the same to BidDocsONLINE to be archived. (BidDocs is DHCD's vendor for digital archiving.) The PDF documents shall be forwarded via email to [support@biddocsonline.com](mailto:support@biddocsonline.com). If the documents are too large to email, please forward a CD to BidDocsONLINE, P.O. Box 51, Groton, MA 01450. All documents should be accompanied by a transmittal indicating the Housing Authority, the project name, the development name and number, the DHCD number and the Designer's contact information.

#### F. Construction Phase:

##### **Milestone Work Product:**

1. Conduct scheduled job meetings according to the **Submission Schedule** at the project site to observe the quality and progress of the work. Furnish to the Authority, the DHCD Construction Advisor and the DHCD Architect/Engineer a written field report for every such visit, including the minutes of the job meeting, and a summary of any RFI or Change Orders discussed.
2. Review and act upon shop drawings, in a timely manner, as submitted by the contractor.
3. Provide consultation and technical assistance in the interpretation of contract documents.
4. Review construction process to ensure compliance with construction documents.
5. Review and recommend action relative to Contractor's Request for Payments.
6. Ensure that all necessary inspections and approvals from appropriate regulatory authorities are secured.
7. Prepare punch lists and final contractor payment/completion documents.
8. **Update the Capital Inventory for the Capital Planning System (CPS):**

DHCD and all Local Housing Authorities utilize CPS to electronically gather, track, and forecast inventory and condition data for the Commonwealth's supply of state-assisted public housing. The CPS inventory is updated at the end of each construction project.

- a. DHCD will provide a "CPS Inventory Component Verification" form in the Cap Hub Documents Tab, in the Construction Documents Box. This form will have instructions and a list of all of the inventory components for all of the facilities at the subject development. The form will be in Microsoft Excel format to be edited by the Project Designer as required by the project at or just prior to Substantial Completion of the project. The form is to be uploaded into Cap Hub into the same box along with the Certificate of Substantial Completion (CSC) and emailed to the LHA.
9. Obtain from and check the general accuracy and completeness of the as-built information maintained by the General Contractor during Construction, and performing the necessary drafting and editing of all record drawings. Upon completion of the required drafting and editing the Designer shall transmit one PDF file of the as-built set of documents to Biddocsonline to be archived. The PDF documents shall be forwarded via email to [support@biddocsonline.com](mailto:support@biddocsonline.com). If the documents are too large to email, please forward a CD to BidDocs ONLINE, P.O. Box 51, Groton, MA 01450. All documents should be accompanied by a transmittal indicating the Housing Authority, the project name, the development name and number, the DHCD number and the Designer's contact information.

#### **G. Warranty Phase:**

1. The Designer shall schedule with the Housing Authority and perform an inspection of the subject project approximately nine months from the date of Substantial Completion. The Designer shall invite the General Contractor, the DHCD Architect/Engineer and the DHCD Construction Advisor. Only the Designer and the Housing Authority are required to attend.
2. **Milestone Work Product Submission:** The Designer shall write a report noting any possible one year warranty claims against the General Contractor. The report shall be sent to the Housing Authority, the RCAT if applicable, the General Contractor, the DHCD Construction Advisor and the DHCD Architect/Engineer.

#### **IV. Submission Schedule:**

The submission times listed on the **Signature Page** in Cap Hub are requirements of this Scope of Services, not estimates. After receipt of each required submission, DHCD will issue a written Design Review Memo, under normal circumstances within 2 to 3 weeks of receiving the submission. The memo will indicate whether the submission is "Approved" or "Not Approved". Unless otherwise stated, performance times listed below include the time required for any meetings necessary to the production of the submission. Non-approved submissions must be resubmitted within the time period shown. A resubmission may consist of additional information requested by the reviewer, a partial resubmission, or complete resubmission. In some cases, a DHCD reviewer may request that the resubmission material be due at a meeting. If so, the resubmission deadline will also be the deadline for the meeting.

Submissions must be complete. If, for example, a submission requires a cost estimate that has not been included, the DHCD reviewer will notify the Designer of the missing item, and the submission will not be reviewed at DHCD until the cost estimate is received.

#### **V. Estimated Project Duration:**

The total duration of this Scope of Services is estimated at approximately **weeks**, which is composed of a design and review period of **weeks**, a Bidding Phase of 12 **weeks**, and a Construction Administration Phase of **weeks**. The required warranty walk-thru is not calculated in the estimated duration but the work associated with doing the walk-thru still forms a part of the project. These durations are estimates only based on DHCD experience with similar projects in the past. Actual durations may vary according to the extent of document revisions required, time required for non-DHCD regulatory approvals, and the construction contractor's

performance. Such variances in estimated time will not, in and of themselves, constitute a justification for an increased fee.

**VI. Work Included:**

Unless specifically excluded, services to be performed consist of the tasks described in this Scope of Services including all investigative work, design work, preparation of construction documents, bidding period administration, Owner Contractor contract administration, and other related work reasonably inferred, (in the opinion of DHCD) as being necessary to meet the project's stated scope and goals.

Services specifically include (but are not limited to) the following items that are included in the design fee shown on Page 1 of this SOS:

- A. Cost Estimating.** Detailed constructions cost estimates, whether done by the Designer or a consultant or subcontractor to the Designer, are included in this Scope of Services. In addition, where project cost estimates generated during the design process exceed the approved construction budget listed in the contract, as amended in writing by DHCD, it shall be the responsibility of the Designer, as part of Basic Services, to research and propose ways to reduce such costs while meeting DHCD construction standards.
- B. Revisions and Re-submissions of "Non-Approved" work.** DHCD will review and issue written comments on all Designer submissions. Work that in the written opinion of DHCD is found to be "Not Approved" shall be revised and resubmitted at no additional cost. Such submission approvals will not be withheld unreasonably. DHCD may require revisions and/or resubmissions where submitted designs or construction documents:
  - a. Do not meet DHCD written requirements for submission content;
  - b. Do not meet building code, Massachusetts bid law, or other regulatory requirements;
  - c. Do not adequately or accurately reflect the project's goals, scope, or tasks as stated herein;
  - d. Do not meet DHCD's established submission format standards;
  - e. Are not sufficiently clear or complete enough to allow for proper bidding and construction;
  - f. Do not meet, or have not been shown to be equal in quality to established DHCD design and construction standards; and/or
  - g. Do not, in the opinion of DHCD, reflect the most cost-effective means of meeting project goals and scope.
- C. Architecture and Engineering Services.** All architectural and engineering services incidental and required to fulfill the project goals and general scope as described herein are included as Basic Services.
- D. Project Phasing/Tenant Relocation.** The LHA is responsible for determining what work can be done while the tenant is in place and what work requires a tenant to vacate the unit. Relocating tenants requires a Relocation Advisory Agency designation, and may require the need for a project phasing plan, a relocation plan, and a relocation budget. The LHA's plan/budget will be determined by information provided by the consultant for the length of time the resident(s) will be required to out of the unit and whether temporary or permanent relocation is required. Tenant relocation and the need for a project phasing plan will be included in the Summary of Work Section of the bid documents.

*The following types of projects may require tenant relocation:*

- 1. Flooring Replacement.*
- 2. Asbestos Removal and De-leading.*
- 3. Kitchen and Bath Upgrades.*
- 4. Common Hallway Upgrades.*
- 5. Single Elevator Upgrades.*
- 6. Structural Repairs.*

## **VII. Extra Services.**

Extra Services are those services requested by the LHA or the Department, after the SOS has been executed, to be performed by the Designer but which are in addition (or "extra") to the services described in the SOS order. The proposed cost, scope, and schedule of all extra services shall be presented to the LHA and the Department in writing and approved by the LHA and the Department in writing prior to the performance of extra services.

a. **Unless specifically indicated in the Scope of Services as Basic Services** and with the prior written approval of the LHA and DHCD, the Designer shall perform any of the following services as extra services:

1. Preparing documentation of existing buildings when such documentation does not exist;
2. Preparing special studies, reports, or applications, other than those specifically required as part of Basic Services;
3. Revising previously approved reports, drawings, specifications or other documents to accomplish changes authorized by the Department, except revisions prepared by the Designer to meet the Project Construction Budget, or to correct items that are the responsibility of the Designer under Basic Services;
4. Revising construction documents submitted in their final and complete form if general bids are not advertised based on such construction documents within six months after submission;
5. Re-bidding a project for reasons other than errors and omissions on the part of the Designer;
6. Attending meetings in matters of dispute, conference, or conciliation as required by the Department, provided such activities did not arise due to the fault of the Designer;
7. Furnishing professional services in excess of Basic Services made necessary by the default of the General Contractor;
8. Providing consultation concerning replacement of any work damaged by fire or other cause during construction;
9. Preparing change orders and supporting data provided the change order was not the result of the Designer's error or omission;
10. Assisting DHCD in litigation or claims arising out of the construction, provided such litigation or claims did not arise due to the fault of the Designer;
11. Preparing operating and maintenance manuals;
12. The Designer usually will be entitled to extra services for making submissions in excess of the number specified or attending meetings in excess of the number specified for a Phase, provided, however, that in no event shall the Designer be entitled to extra services if the Department reasonably determines that the additional submissions or the additional meetings were required, in whole or in part, due to either the Designer's lack of preparation, or deficiencies or omissions in documents prepared by the Designer.
13. Performing professional services that are not otherwise required or that could not reasonably have been anticipated under this Contract as part of the scope of Basic Services.

Invoices for extra services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of extra services performed.

**B. Reimbursable Expenses.** For coordination and responsibility for the work described in sections B.1 through B.5, the Designer shall be reimbursed its actual costs, supported by invoices or receipts, plus ten percent. The following are reimbursable expenses:

1. The cost of printing more than five copies of submissions per phase when required to submit more than five copies;
2. The cost of printing the bid documents and the related postage during the bid period;

3. The cost of printing of the construction drawings for use by the General Contractor in preparing the record drawings;
4. Certain out-of-pocket expenses paid by the Designer such as filing fees, and permit fees that are normally paid by the LHA.
5. Any other specially authorized reimbursement deemed essential by the Department in writing.
6. Any asbestos testing will be considered as a reimbursable service to the Designer but the Designer's costs for administering this consultant are part of basic services. Procurement and coordination (including coordination of construction documents) with the asbestos abatement consultant are part of the Basic Services. Such coordination work may involve the clarification of testing results, and assistance in the scheduling of post abatement certification inspections.
  - a. If asbestos containing materials are identified, the services of an industrial hygienist to develop the scope of the asbestos containing material to be abated, cost estimating, the preparation of the construction documents and any bid phase services, i.e. review of submittals and final air clearance testing, as required, will be a reimbursable service.
7. Any lead testing will be considered as a reimbursable service to the Designer but the Designer's costs for administering this consultant are part of basic services. Procurement and coordination (including coordination of construction documents) with the lead paint consultant are part of the Basic Services. Such coordination work may involve the clarification of testing results, and assistance in the scheduling of post abatement certification inspections. It has been determined that:

**Option E: if unit was built after 1978:**

1. No testing is expected.

**C. Non-Reimbursable Items**

- a. The Designer, its sub-consultants, or its subcontractors shall not be entitled to reimbursement for telephone, postage, travel/mileage costs, and delivery expenses unless specifically referred to in the SOS.
- b. The Designer shall not be entitled to reimbursement for the services of sub-consultants hired to perform Basic Services. If a sub-consultant hired to perform Basic Services performs extra services approved by the Department, compensation for such extra services shall be made under Section VII. A above.

**VIII. Expectations:**

- The Designer shall design a project to fit within the Construction Budget stated on Page 1.
- The Designer shall adhere to the Submission Schedule noted in Section VIII.
- The Authority shall own the studies, designs, materials and submissions produced by the Designer.
- The Designer shall submit a proposal to the Authority for any services that the Designer believes are beyond this SOS ("extra services"). Such proposal must be approved by the Authority in writing before being considered accepted.
- The Designer shall be entitled to "extra services" for preparing change orders for work that could not be reasonably anticipated by the Designer.
- This contract may be terminated by the Designer, the Authority or DHCD by written notice at any time.
- The Designer shall carry, at its own expense, professional liability insurance covering errors, omissions, or negligent acts in an amount not less than \$250,000.
- The Designer shall carry, at its own expense, workers' compensation insurance in accordance with Massachusetts General Laws, Chapter 152, as amended.
- This contract shall be governed by the laws of the Commonwealth of Massachusetts.



## **IX. Submission Schedule & Payment Schedule**

The LHA shall make progress payments upon satisfactory completion of each Project Milestone listed in the active Scope of Services Submission Schedule and Payment Schedule in Cap Hub for DHCD Project #097164 indicated by written acceptance and approval.

1. Note: Whole or partial resubmissions are due within **2** weeks of DHCD “Non Approval” memo.
2. Note: DHCD requires 2 weeks to review each design submission.

The Designer shall invoice the LHA according to the above schedule. Upon Receipt of the Designer’s invoice the LHA shall verify the milestone has been satisfactorily achieved and shall then forward said invoice to DHCD for final approval. The LHA shall pay the Designer upon receipt of DHCD’s written approval.