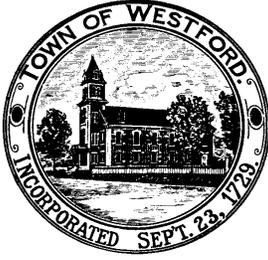


REQUEST FOR QUALIFICATIONS
FIRE DEPARTMENT CENTER STATION STUDY

WESTFORD, MA

May 1, 2014





TOWN OF WESTFORD
**PERMANENT TOWN
BUILDING COMMITTEE**
TOWN HALL
WESTFORD, MASSACHUSETTS 01886
(978) 692-5501

REQUEST FOR QUALIFICATIONS

FIRE DEPARTMENT CENTER STATION STUDY

PERMANENT TOWN BUILDING COMMITTEE
WESTFORD, MA

The Town of Westford, MA is seeking a qualified consultant to assist the Permanent Town Building Committee with a study to replace the Fire Department Headquarters located at 51 Main Street in Westford, MA. The duties and responsibilities are described herein.

All interested parties and/or firms must submit ten (10) copies of the proposal to:

Thomas J. Mahanna, Chair
Permanent Town Building Committee
Town of Westford
55 Main Street
Westford, MA 01886

Inquiries and requests for information shall be made in writing to John Mangiaratti, Asst. Town Manager, (978) 692-5501 at the same address or can be submitted via email to jmangiaratti@westfordma.gov.

Proposals are due by 2:00 p.m. on Friday, May 30, 2014. Proposals are to be delivered to the Town Manager's Office, 55 Main Street, Westford, MA. Proposals shall include, as a minimum:

- * Cover letter
- * List of Project Team and resumes of key individual(s)
- * Experience list on similar projects
- * References from work on similar projects
- * Statement that applicant/firm has met all the requested qualifications
- * Copies of insurance certificates providing required coverage

*Posted by:
Thomas Mahanna, Chair
Permanent Town Building Committee
April 29, 2014*

A. Purpose and Background:

The Town of Westford Permanent Town Building Committee (Committee), on behalf of the Board of Selectmen, is requesting proposals from qualified consulting firms to complete a study of the Fire Department's Center Station located at 51 Main Street in Westford, Massachusetts. The purpose of the study is to complete an analysis of the alternatives for reconfiguration, relocation or reconstruction of the Center Station. The study will also examine the feasibility of consolidating the current emergency communications operations and relocating the Town's Technology Department from their current location in the former Forge Village substation into the new Center Station.

Center Station No.1 was constructed in 1974 adjacent to Town Hall and the Police Station. The fire station is a two story, wood frame building with three double garage bays. The building has a total floor area of 6,825 s.f. and currently houses two engines, two ambulances, and one ladder truck. The Center Station is one of three active fire stations in Town and serves as the headquarters of the Fire Department. Two other substations are located in Graniteville (Rogers Station No.3) at the intersection of Town Farm Road and North Main Street, and in Nabnasset on Oak Hill Road (Nab Station No.4). The Nabnasset Station was constructed in 1963, and the Rogers Station was constructed in 2000. At the time the Center Station was constructed, the Westford Fire Department was a volunteer department. Firefighters were staffed full-time at the Center Station in 1985, the Nabnasset Station in 2000, and the Rogers Station in 2008. All ambulances and paramedics are located at the Center Station. All Emergency Medical Services and Advanced Life Support Services are currently dispatched from this location.

The original Center Station design did not accommodate full-time staff. Modifications have been made to the facility over the years to provide sleeping quarters, kitchen facilities, and office space. The Town is currently completing a Town-wide Facilities Study of all of its buildings, including the Center Station. A Draft Report has been completed by Drumney Rosane Anderson, Inc. which has recommended many structural, mechanical, electrical, life safety and ADA compliance issues that should be addressed. A copy of their recommendations is provided in the Appendix A.

In 2007, the Fire Department hired Municipal Resources, Inc. to complete a review of the Fire Department to determine how it compares to current fire service practices. The study also reviewed the staff and facilities needs and provided recommendations for improvements. The recommendations included relocating the headquarters out of the Town Center and south of Route 495 along the Littleton Road (Route 110) corridor. In 2010, a Draft Space Needs Program was developed by Maguire Group, Inc. for the Fire Department. The program recommended a 25,700 s.f. facility that would meet the staff and equipment needs through 2035. A complete copy of both reports along with the conceptual floor plans that were developed is provided on the Committee's webpage at:

http://www.westfordma.gov/pages/government/towndepartments/boardsandcommittees/westfordma_permtown/index

**Request for Qualifications
Fire Department Center Station Study**

May 1, 2014

In 2013, The PTBC was charged by the Westford Board of Selectmen to investigate the feasibility of replacing the Center Station at the current location or on other Town owned or privately owned property. In October 2013, the PTBC presented their recommendations at Special Town Meeting, and requested funds to complete a feasibility study for constructing a new Fire Department Headquarters on Boston Road. The facility was proposed to be constructed on a 4.8 acre parcel of Town owned land and would replace the existing Center Station. A copy of the presentation can also be found on the PTBC's webpage. The article failed to receive a majority vote.

A new article was presented to the voters at the Annual Town Meeting in March 2014. The intent of this article is to study alternative locations for a new Fire Department Headquarters while also examining the feasibility of the Center Station remaining in its current location. Although the Boston Road proposal failed at the October 2013 Town Meeting, this location could still be considered as part of the alternative location analysis. The study will also examine the feasibility of consolidating the emergency communications operations and relocating the Technology Department into the new facility. Town Meeting supported the Center Station Study article with the scope of work to be as described above for a maximum amount of **\$50,000**.

B. Scope of Services:

The selected consultant will be responsible for working with the Committee, Town Manager, Fire Chief, Fire Department staff, Police Chief, Technology Director, and other appropriate Town staff to provide an objective approach towards determining the long term facility needs for a Fire Department headquarters, investigating alternative locations for this facility, and developing an initial program for the appropriate size of the facility that will meet those needs. The study will not be limited to the current location of the Center Station, although there is support for maintaining a Fire Department presence in the Town Center. Other properties in town, both public and private, are expected to be analyzed to determine if they are suitable for construction of a new Center Station.

In addition, this study is to investigate the feasibility of relocating the Town's Technology Department from its current location to the new facility. The Technology Department is currently located in a former Fire Substation on East Prescott Street in Forge Village. The building was constructed in 1960, and has two floors with a total floor area of 2,200 s.f.

The study is also to include review of the current emergency communications operations for both the Fire Department and Police Department and provide recommendations on whether the operations for both departments should be combined into a single, cost efficient operation in either the existing Police Station, an addition to Police Station, or the new Fire Department Headquarters.

The goal of this study is provide recommendations to the Town by **October 1, 2014**. The tasks outlined below provide details on the assessment activities, project deliverables, and attendance requirements for this study.

B.1. Assessment Activities:

- B.1.1.** Conduct an on-site survey of the Center Station, Fire Department and Police Department dispatch operations, and Technology Department. Review all relevant documentation provided by the Town of work previously performed on the buildings
- B.1.2.** Meet with the Committee and appropriate town officials to understand the project goals.
- B.1.3.** Review previous reports, presentations, and information specifically related this study. All information will be available for download from the Town's website: http://www.westfordma.gov/Pages/Government/WestfordMA_Procurement/index
- B.1.4.** Review potential available parcels of land, both public and private, within a specific area that could potentially be the location of a new fire station.

B.2. Project Deliverables:

- B.2.1.** Prepare and submit report with recommendations on the Fire Department Center Station Study for review and comment by the Town. It is expected that the selected consultant will provide a presentation of the report recommendations in at least one meeting with the Committee, Fire Chief, Town Manager, and representatives from the Fire Department, Police Department, and Technology Department.
- B.2.2.** Provide preliminary opinions of probable costs to complete the construction of the recommended facilities. The cost opinion should include all anticipated costs including construction of the new facility, relocation costs for all staff and equipment for impacted departments, architectural and engineering costs, estimated land acquisition costs (if applicable), contingencies, and all other applicable costs (furnishings, etc.).
- B.2.3.** Report and cost opinion shall be presented in draft form for review and comment by the Committee.
- B.2.4.** Upon receipt of comments, prepare and submit Final Report. All final documentation shall be printed and bound with supporting materials. Ten (10) copies of the Final Report and one electronic copy shall be provided in pdf format.

B.3. Requirements for attendance at Public Meetings:

- B.3.1.** Kick-off meeting with the Committee, Fire Department, and other appropriate town departments and officials to discuss project goals
- B.3.2.** Attend a minimum of two Permanent Town Building Committee meetings
- B.3.3.** Attend a minimum of two additional public meetings to present recommendations.

C. Proposal Submission Package

The proposal package shall consist of a completed copy of the Standard Designer Application Form for Municipalities and Public Agencies not within the Designer Selection Board jurisdiction, with attachments including the additional, project-specific information requested below. The form is available on the Mass.gov website accessed using the following link:

<http://www.mass.gov/anf/docs/dcam/dlforms/dsb/13-2-5-munic-app.pdf>

Each proposal shall describe the following. The total proposal should not exceed 15 pages in length excluding resumes and Designer Selection Forms.

- C.1. Project Approach:** Provide a description of the issues and the work plan that would be followed by the proposer in meeting the specified services.
- C.2. Project Experience:** Provide a summary of the firm's experience with planning and feasibility studies for Fire Departments.
- C.3. Project Team:** Identify members of the Project Team that will be assigned to this project and describe what their individual roles will be. Resumes of all key personnel identified shall be provided. Resumes should not exceed two pages in length.
- C.4. Client References:** Provide a list of at least five client references, including names, titles, addresses, telephone numbers and e-mail addresses (if available) for clients for whom the firm has performed similar services within the past five years.
- C.5. Required Forms:** Proposal shall complete and sign the following forms:
 - C.5.1.** Standard Designer Application Form
 - C.5.2.** Certificate of Non-Collusion
 - C.5.3.** Certificate of Tax Compliance
 - C.5.4.** Statement on MGL Building Code
- C.6. Insurance Requirements:** The selected consultant will be required to indemnify, hold harmless, and defend the Town of Westford against any and all claims, including attorney's fees, for all damages to life and property that may occur by the consultant, any subcontractors, or any others under their control or influence. The consultant shall provide the Town with proof of insurance indicating coverage for General Liability, Automobile Liability, and Professional Liability, each with a minimum coverage amount of \$1,000,000. Insurance coverage must also include Massachusetts statutory requirements for Workers Compensation.
 - C.6.1.** All proposals must be unconditional and shall be deemed to be public records and will become the property of the Town of Westford.
 - C.6.2.** The selected firm shall be expected to comply with all applicable state and federal laws in the performance of services.
 - C.6.3.** The selection of the successful firm shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin. Women and minority owned businesses are encouraged to apply.
 - C.6.4.** Purchases of goods and services by the Town of Westford are exempt from the payment of Federal and Massachusetts state taxes.

D. Evaluation of Proposals

- D.1.** Proposals will be evaluated by members of the Committee. Evaluations will be based on the comparative evaluation criteria below. Proposals will be evaluated in accordance with the provisions of Chapter 7, Section 38K(a)(ii) of the Massachusetts General Laws.
- D.2.** The objective in reviewing proposals is to select a qualified consultant that has clearly demonstrated their understanding of the scope of the Fire Department Center Fire Station Study and the long term needs of the Fire Department, has provided comparable project references, and will utilize a Project Team that has sufficient experience in similar studies.
- D.3.** Any proposal that fails to include all of the information specified below in D.4 and does not follow the proposal format and length limitation instructions above may be rejected as

unresponsive by the evaluators. Any proposer may be required to discuss or clarify its proposal with the evaluation committee. The committee may determine that any unresponsiveness is not substantial and can be clarified. In such cases, the committee may allow the proposer to make minor corrections, and apply the change in the evaluation.

- D.4.** The Town reserves the right to request additional information from any proposer. The selection committee may elect to interview proposers during the selection process and to request presentations, including demonstrations/representations of products and services.
- D.5. Minimum Criteria:** Each proposal will be reviewed to determine if it meets the Minimum Criteria established in Sections C.1 through C.5, and that the proposer demonstrates their knowledge of all applicable NFPA standards for Fire Department operations. Any proposal that fails to meet the Minimum Criteria will be rejected. Each proposal determined by the evaluators to meet the Minimum Criteria will be ranked by the evaluators according to the comparative evaluation criteria described herein, and the evaluators will determine, in writing, an overall subjective rating for each proposal.
- D.6. Evaluation Criteria:** The Permanent Town Building Committee, Assistant Town Manager, Fire Chief and other Fire Department representative(s) shall represent the evaluating committee. After the evaluating committee has determined that a proposal meets the minimum criteria and is complete, the proposal will be rated according to the following criteria:

D.6.1. Criterion A - General Quality of the Response (0 - 20 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Quality of Response	Exceeds all RFQ requirements, including format, understanding of project, completeness of proposal	Met all RFQ requirements, including format, understanding of project, completeness of proposal	Met all basic requirements, some follow-up for clarification and amplification of proposal elements may be allowed.	Proposal did not meet basic requirements of RFQ.

D.6.2. Criterion B - Previous Project Experience (0 - 20 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Similar Experience	Successful management of at least five fire station planning studies within the last five years.	Successful management of at least three fire station planning studies within the last five years.	Successful management of at least one fire station planning study within the last five years.	Proposal did not provide any relevant similar experience.

D.6.3. Criterion C - Project Approach (0 - 30 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Project Approach	Provided an excellent response which clearly demonstrated understanding of the project and the long term needs of the Town.	Proposer provided an excellent response and addressed most of the items under Scope of Services	Proposer provided an adequate response that addressed the items under Scope of Services	Project approach did not demonstrate an understanding of the project goals

D.6.4. Criterion D - Proposed Staffing (0 - 30 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Project Team	Highly qualified staff; project leader with more than 10 years of specifically relevant experience (fire station projects of similar size and scope); staff back-up and additional resources available if needed.	Highly qualified staff; project leader with at least 5 years of specifically relevant experience.	Project leader has demonstrated sufficient experience with similar projects however, other members of the Project Team do have extensive experience.	Project team members failed to meet the minimum qualifications.

D.6.5. Criterion E - Firm Stability and Capacity (0 -10 points)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Stability of Firm	Strong demonstration of financial stability and capacity to undertake project. Demonstration of civic recognition, and overall excellent company reputation.	Strong demonstration of financial stability and capacity to undertake project.	Adequate demonstration of financial stability and capacity.	No information provided.

D.6.6. Finalist Interview (if invited)

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
Interview	Proposer clearly reviewed the process as it would unfold, described the work that would be delivered, was convincing of the depth of their expertise and established a comfortable dialogue with the selection committee.	Proposer clearly reviewed the process and work product and established a comfortable dialog with selection committee.	Proposer described the process and the work product.	Proposer did not demonstrate a clear understanding of the goals of the Town for the project.

D.6.7. References

Evaluation Criteria	Scoring Rubric			
	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Acceptable</i>	<i>Unacceptable</i>
References	Outstanding recommendations received from all references	Good recommendations from all references	Recommendations from references were all positive but not consistent	Received reference that indicated proposer failed to successfully complete project

E. Submittal Process

- E.1.** Proposals are due by **2:00 p.m. on Friday, May 30, 2014** in hard copy form. No FAX or emailed submissions will be considered.
- E.2.** Proposals are to be delivered to: Office of the Town Manager, Town Hall, 55 Main Street, Westford, MA 01886.
- E.3.** Proposals must be sealed in an envelopes or packages, clearly marked “**Proposal for Fire Department Center Station Study**”.
- E.4.** The proposer’s name and address should be on the outside of the envelope.
- E.5.** Please make note of the Town Hall open hours, available on the town’s website <http://www.westfordma.gov> when scheduling delivery.
- E.6.** Provide **ten (10)** copies of the proposal. Provide one copy in electronic pdf format.
- E.7.** Proposals or modifications received after the submission deadline will not be accepted.
- E.8.** Information contained in the proposal shall be incorporated into and become part of the contractual obligations in the event the applicant is selected.

- E.9.** Questions or requests for additional information must be submitted in writing to John Mangiaratti, Assistant Town Manager, Westford Town Hall, 55 Main Street, Westford, MA 01886 or via email jmangiaratti@westfordma.gov no later than 2:00 p.m. **Friday, May 23, 2014.** All parties who have registered to receive a copy of the Request for Qualifications will be notified of any addenda or published answers to substantive questions.
- E.10.** The Town of Westford is not be liable for any costs incurred by proposers in preparing, submitting or presenting proposals, or in satisfying and demonstrating requirements.

F. Briefing Session and Facility Tours:

A Briefing Session will be held on **Wednesday, May 14, 2014 at 10:00AM** at the Police Station Training Room, 53 Main Street, Westford, MA. Following the Briefing Session, tours will be conducted at the Fire Station, Police Department Dispatch Center, and the Technology Department. **This will be the only opportunity to tour these facilities.**

G. Selection Process

- G.1.** The Westford Board of Selectmen is the awarding authority. It has assigned the Permanent Town Building Committee the task of soliciting and evaluating proposals, with the ultimate goal of recommending a contract for award.
- G.2.** No member of the Committee may have any financial interest or any other connections to a firm being considered for the project.
- G.3.** The Committee may select a minimum of three firms for an interview after evaluating all proposals using the same criteria outlined in this Request for Qualifications. The Committee will interview the finalists, and will rank them in order of qualification and quality of response. The committee requires that that the principal contact for the project from each firm participate in the interview. All actions by the committee will be made in posted public meetings with appropriate minutes taken, including any and all votes, and applicable written statements explaining the choice of rankings.
- G.4.** Determination of the selected firm will be made by the Town Manager based upon the recommendations of the Committee.
- G.5.** The Town Manager reserves the right to reject any and all applicants if such rejection is in the best interests of the Town of Westford.
- G.6.** The Committee reserves the right to negotiate the contracted fee for the services to be provided. The fee shall not to exceed **\$50,000**. The selected consultant shall submit a fee proposal that includes a lump sum, fixed fee, along with the following information:
- G.6.1.** Hourly rates and estimated manhours for key personnel assigned to the project;
- G.6.2.** Identification of any subconsultant(s) to be used on the project and the amount of the fee assigned to each firm.
- G.7.** If the Town Manager or designee is unable to negotiate a reasonable fee with the top-ranked proposer, negotiations will be terminated and undertaken with the remaining designers, one at time, in the order in which they were ranked by the designer selection committee, until an agreement is reached.

- G.8.** In no event may a fee be negotiated which is higher than the maximum fee of \$50,000. If the Town Manager is unable to negotiate a satisfactory fee with any of the finalists, the Town Manager shall recommend that the Committee select additional finalists.
- G.9.** The Town of Westford reserves the right to contract with the selected consultant for additional design and/or consulting services that may be related to the project.

H. Proposed Timeline

- **Request for Qualifications Issued: May 1, 2014**
- Advertisement published in Central Register: May 7, 2014
- Briefing Session and Facility Tours: May 14, 2014 - 10:00 a.m.
- **Proposal Submission Deadline: May 30, 2014 - 2:00 p.m.**
- Finalists Interviews Completed: June 30, 2014
- Contract Award Announced: July 1, 2014 (on or before)
- Preliminary Recommendations Due: October 1, 2014
- Presentation to Public Officials: Date to be determined

I. General Provisions:

- I.1.** The Town of Westford reserves the right to reject any or all proposals or any parts thereof or to solicit new proposals and to award contracts as it deems in the best interest of the Town.
- I.2.** All proposals must be unconditional and will become the property of the Town of Westford.
- I.3.** The selected consultant shall be expected to execute the Town of Westford's standard agreement for professional services attached in Appendix B, and comply with all applicable state and federal laws in the performance of services.
- I.4.** All plans, proposals, reports, various design alternatives, and other documents resulting from this contract shall become the property of the Town of Westford.
- I.5.** The selection of the successful consultant shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin. Women and minority owned businesses are encouraged to apply.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word “person” shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.” The statement must be signed by the person signing the proposal, accompanied by the company name. [M.G.L. c.149A, §19(6)]

(Signature of individual submitting bid or proposal)

(Name of business)

TAX CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the undersign’s knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

Signature of Individual

Federal Identification Number

By: _____ Date: _____

Corporate Officer
(Mandatory, if applicable)

**The provision in the Attestation of relating to child support applies only when the Contractor is an individual.*

***Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.*

***Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.*

STATEMENT ON MGL AND BUILDING CODE

I certify that all information is submitted under penalties of perjury and that I am familiar with the State Building Code and also Massachusetts General Laws, Chapter 149, Section 44A-44H, Section 44M, Chapter 149A, Chapter 193 of the Acts of 2004 and Chapter 30, Section 39M.

Signed

Date

Title

APPENDIX A

Center Station Conditions Draft Report

Drumney Rosane Anderson, Inc.

March 18, 2014

CENTER FIRE STATION

51 Main Street

Year Constructed: 1974
Year of Renovation/Addition: None
Building Type: B/S-2(R-2)
Construction Type: VB
Fire sprinklers: No
Total Floor Area: 6,825 SF
Floors: First, and Second.



GENERAL:

The purpose of this study is to review the condition of the building and to examine code and life safety issues as they apply. The need for space for the functioning of the building has not been considered except as an overall observation.

The building has many deficiencies of which egress and handicapped accessibility are at the top of the list. Although these can be corrected, the solutions will take away from useable floor area. The building is undersized for its current use so further reduction in floor area will be highly detrimental. Unfortunately, this is unavoidable as additional space is needed for such items as ramps, restrooms, showers, areas of refuge, building entrance, door clearances, and egress routes. An addition will also be required for a lift or elevator and the relocation of the interior egress stair. The building has three bays that are narrow by today's standards one of which is further restricted in height due to the stair from the second floor crossing in front of the door. We believe the sleeping arrangement in the building to be a life safety hazard as stated below. Interior materials such as ceilings and floors need to be either covered or replaced throughout the building. The building is not energy efficient. There are significant problems with the HVAC, electrical and plumbing systems. It is recommended that the building have a fire sprinkler system.

LIFE SAFETY:

Open exit stairs are used from the dorm rooms on the second floor and discharge into the equipment bays in violation of the code. To overcome these life safety concerns the south stair needs to be enclosed with one hour fire rated construction to fully separate it from the equipment bays. The stair enclosure should extend to the exterior door. Any exposed wood covered with sheetrock. The wood ceiling in the exterior hall should be covered with exterior sheetrock and construction of the passageway



upgraded to provide a 1 hour fire rating. Any structure (steel beams, columns and rod hangers and braces) supporting the stair need to be fire-rated to 1 hour. Without fire sprinklers an area of refuge is required.

Wood ceilings exist throughout the equipment bays. These should be replaced with gypsum wallboard as the space is used as an exit route from other parts of the building and should therefore have a Class "B" finish.

Guardrails need to be added around the attic hatch and along the edge of the attic floor.

Attic is used for storage of boxes and gear. Dispose of unnecessary material and construct an appropriate storage room to avoid use of attic space.

A structural review of the second floor expansion is required to determine structural adequacy.



HEALTH:

HAZARDOUS MATERIALS:

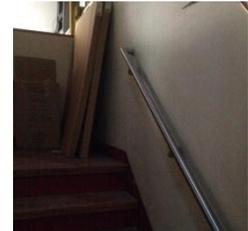
ADA COMPLIANCE:

Stairs do not have ADA compliant handrails which need to be added.

Stairs have projecting nosings. Wood fillers need to be added to provide a smooth transition between the riser and the tread.

Doors throughout building have knobsets that need to be changed to lever style hardware.

Doors have insufficient clearance on the pull side of the door that needs to extend over the wall surface adjacent to the strike. Entrance should be reconstructed to achieve clearances but to correct the remainder of doors would be "technically infeasible" without reconstructing many of the doors and walls.



The second floor was expanded to create dorm rooms but the new floors are approximately two to three inches higher than the original floor. Ramps need to be added to overcome the slope.



The second floor is not handicapped accessible. An exterior lift should be added.

Kitchen is not ADA compliant. New cabinetry required to achieve a new compliant sink with appropriate knee space.



Shower is not ADA compliant. Construct new shower room with compliant unit.



Men's room is not ADA compliant. Replace restroom and construct Women's restroom meeting MAAB requirements.



Water cooler is not ADA compliant. Replace with dual height unit.



SITE:

EXTERIORS:

Exterior corner boards, fascias and window/louver trim have been badly weathered losing the paint finish and shows signs of wood deterioration. Wood needs to be dried out, consolidated and filled, and then re-painted. Alternatively, wood should be replaced with PVC trimboards. The lack of overhangs for the roofs is a major contributor to the deterioration of the fascia boards it is therefore recommended that PVC fascias be used to improve durability of fascias.



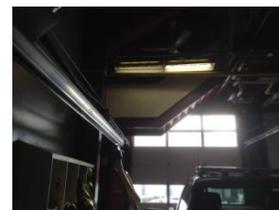
Areas of the aluminum siding are dented or have been partially replaced. The building in total has a shabby appearance and consideration should be given to replacing the siding material. Alternatively, exterior of building should be washed.

INTERIORS:

Floors slabs are badly cracked on the south side of the equipment bays. Damaged slabs areas need to be cut out and replaced.



South stair runs across face of overhead door limiting the use of the one bay to smaller vehicles. To overcome this condition a new exterior egress stair would need to be constructed to replace the interior stair.



There is limited headroom in the Office Manager's office. Furniture should be reorganized to keep headroom at 6'-8" above walking surfaces of the floor.



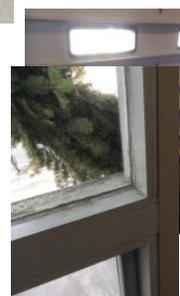
Carpet throughout Second floor need to be replaced. Vinyl tile floor are worn under chairs. Replace with sheet vinyl.



ENERGY & WATER CONSERVATION:

Overhead doors are un-insulated. Replace with new insulated doors.

Windows are single glazed and should be replaced with new insulated, low-E glass windows.



Information available on the building indicates only 3 inches of insulation in the walls; well below today's standards. Additional insulation is recommended but the means of achieving this may require extensive work on the structure's walls.

STRUCTURAL:

The framing of the loft expansion framing needs to be investigated to verify that it is adequately designed and supported from the original fire station structure.

Further investigation is required to view the dormer framing and determine whether any reinforcement of the structure is required.

The cracks in the concrete slab on grade need to be repaired and sealed. To provide future durability, an epoxy wearing surface should be applied to the slab.

MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION:
(see individual reports for detailed description).

HVAC

The stacks off of the gas-fired equipment need to be extended to terminate 3 feet higher than the nearest roof within a ten foot diameter of the exit point of the stack. This is typical for two boilers and the domestic hot water heater.

The air handling unit serving the operations portion of the facility is a single zone air handling unit serving both interior and exterior zones but can only be controlled by a single thermostat. This causes uneven space temperatures. Indications are that the unit does not adequately cool the spaces served. It is recommended that the system be replaced and upgraded to a variable air volume system.

The unitary cooling units serving the Chief's Office, Dispatch Office and the Office Manager's Office are dated. Consider replacing units.

ELECTRICAL

The building interior lighting appears outdated and in somewhat distressed condition and the use of standard toggle switches throughout is not conducive to energy efficiencies. It is recommended that all lighting be replaced with more efficient models and incorporate a lighting control system which promotes energy efficiency with the application of occupancy sensors, daylight sensors, photocells, and/or programmable controls.

It appears that some newer electrical circuiting has been added over the years but in general the wiring systems are in poor condition. It is recommended that a complete electrical renovation of the building be considered.

There are a limited number of exit signs to adequately provide egress direction in an emergency. Additional exit signs are recommended.

The cascade system circuit breaker has a record of false tripping while in use. This could be a device defect or an indication of downstream circuit or equipment failure. It is recommended that an electrical testing company perform diagnostic tests on all service, distribution, and emergency power equipment.

PLUMBING

Non-testable backflow preventer installed and not code complaint. Replace unit with a testable device to comply with code and locate as required by DEP standards.

Replace boiler exhausted condensate drip line neutralizer cartridge, to prevent acid erosion of waste piping under floor.

PVC waste piping serving the second floor washer and shower is not code compliant material. Replace with cast iron or copper.

CPVC water piping serving the second floor washer and shower is not code compliant material. Replace with copper.

Water heater does not have master tempering valve and is operating at 120 Deg. F.
Install tempering valve and operate water heater at 140 Deg. F.

FIRE PROTECTION

The building is not sprinklered. It is recommended that a sprinkler system be installed throughout for safety.

APPENDIX B

Town of Westford
Standard Agreement

**STANDARD GENERAL CONTRACT FOR
PROFESSIONAL SERVICES**

Agreement effective the _____ day of _____ 20__ by and between the TOWN OF WESTFORD, 55 Main Street, Westford, MA 01886, a duly existing municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Manager as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and (name & address)

_____ hereinafter referred to as the "Contractor".

RECITALS

WHEREAS the Contractor will furnish the Town with PROFESSIONAL SERVICES and;

WHEREAS the Town desires to obtain such Professional Services from the Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of this contract that a formal Contract should be executed, by the Contractor and Town, evidencing the terms and conditions for the award.

NOW THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

ARTICLE I: Contractor shall furnish Town with: _____

subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as lettered Exhibit(s) _____ and which are incorporated herein by reference, (the "Contract") for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the prices and rates specified in the proposal, which if also attached hereto is shown as Exhibit _____ and which is incorporated herein by reference. The total contract price is not to exceed: _____.

ARTICLE II: Contractor shall commence the performance of this contract within _____ days of receiving written notice to proceed and shall have completed the work on or before _____ days after notice was received. All provisions related to time of completion of the work are of the essence.

ARTICLE III: Reliance by Town - Contractor covenants and agrees to faithfully perform all of its obligations under this Contract and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. It is understood and agreed that the Contractor employees persons skilled in the disciplines necessary to perform the work agreed to be performed by it under this contract and that the Town relies upon the skill of such employees to do and perform the work in a skillful manner and that the Contractor agrees to perform such work. Acceptance by the Town of the work performed does not operate as a release of the Contractor from its responsibility. It is further understood and agreed that the Contractor's responsibility shall extend to all work and services required to be performed under this Contract.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject matter of this Contract, is fit for the use or purpose intended. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The Contractor shall purchase and maintain such insurance as will protect it from claims which arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and shall be written for limits of the liability satisfactory to the Town, and shall include insurance in the following amounts:

PROFESSIONAL LIABILITY- \$1,000,000 MINIMUM
 UMBRELLA - \$1,000,000 MINIMUM
 WORKER'S COMPENSATION - per statutory requirements

Other if Applicable:	Automobile Liability insurance:	\$	each person
		\$	each accident
	Property:	\$	

Certificates of Insurance acceptable to the Town, naming the Town of Westford as an additional insured, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the Contract.

ARTICLE VIII: Non-Collusion-~~The Contractor declares that, as of the date of this Contract, no Town official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the Town in writing should any Town official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the town.~~

ARTICLE IX: Termination/Right to Stop Work - The Town may terminate this Contract if (a) any material misrepresentation is made by the Contractor; (b) any failure by the Contractor to perform any of its obligations under this Contract, including but not limited to, the following: (i) failure to commence performance of this Contract at time specified due to a reason or circumstance within the Contractor's reasonable control; (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control; (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town; (iv) failure to promptly re-perform, within reasonable time, the services that were rejected by the Town as erroneous or unsatisfactory; (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control; (vi) failure to comply with a material term of this contract; and, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other

party, sent by certified mail, to the usual place of business of the other party.

ARTICLE X: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of the Contractor's performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless the Town against any and all claims arising out of the Contractor's performance or non-performance of the Agreement.

ARTICLE XI: Confidentiality: The Contractor shall treat as confidential any personal or confidential information obtained from the Town during the negotiation of, or pursuant to, this Agreement and shall not divulge such information to any person (except to such Contractor's own employees or consultants who need to know the same) without the Town's prior written consent provided that this clause shall not extend to information which is already public or becomes so at a future date (otherwise than as a result of a breach of this clause) . The Contractor shall ensure that its employees and consultants are aware of and comply with this clause.

ARTICLE XII: Governing Ordinances and Laws - This contract is made subject to and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the By-laws of the Town of Westford and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XIII: Equal Opportunity - The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIV. Assignability - The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XV. Notice - Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

Jodi Ross, Town Manager 55 Main Street Westford, MA 01886

In the case of the Contractor to:

ARTICLE XVI. Amendments - This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except in writing and signed by the parties with the same formalities as the initial Contract.

ARTICLE XVII. Severability - If any provision of this Contract or any portion of such provision shall be held invalid or illegal, than the remainder of this Contract or the remainder of such provision shall not be affected thereby.

ARTICLE XVIII. Interpretation of Specifications and Contract Requirements - A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XIX. Indemnification - The Contractor hereby assumes the entire responsibility and liability for any and all injuries to, or death of, all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of, any act, omission or neglect on the part of the Contractor or anyone directly or indirectly employed by the Contractor and shall indemnify, defend and hold harmless the Town of Westford and all of its officers, agents, employees against all suits, claims of liability of every nature and name, for or on account of any injuries to persons or damage to property arising out of the proven negligence of the Contractor in the performance of the work covered by the Agreement, and/or failure to comply with the terms and conditions of this Agreement, whether by itself or its employees or subcontractors, or other agents, including reasonable attorneys fees.

ARTICLE XX: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this Contract, all such contracted sums, subject to the provisions of Article X.

ARTICLE XXI - COMPLIANCE – M.G.L. Chapter 62C, §49A

Prior to the issuance of the Contract, _____ shall attest under the penalties of perjury that it is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes. This statement is required in accordance with Massachusetts General Law c.62C, Section 49A.

Pursuant to M.G.L. c.62C, § 49A, I certify under the penalties of perjury that I, to the best of my best knowledge and belief, have filed all state tax returns and paid all state taxes, reported all employees and contractors, and withheld and remitted child support, as required by law.

(NAME OF COMPANY)

Social Security Number or Federal
Identification Number

By _____
Corporation Officer or Authorized

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the _____ day of _____, 20__.

Availability of Funds:

Town Accountant

Town of Westford by its
Board of Selectmen or Town Manager
Date of Board Vote (if any) _____

Contractor:

Witness

Signature

Print

Title

Corporate Seal