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

## ADDENDUM NO.2

## REQUEST FOR QUALIFICATIONS

### NEW FIRE STATION AND COMBINED DISPATCH CENTER DESIGN SERVICES

*The following request for information was received:*

The Request for Qualifications does not list specific consultant disciplines. In addition to Structural, M/E/P/FP/Communications, Civil, Landscape and Cost Estimating, are there other disciplines that the Town expects the architect to provide as part of their team or will the Town contract directly for any additional consultants? For instance geotechnical and environmental services will be needed to write specifications for bid documents and to provide services during construction administration.

*The Permanent Town Building Committee is providing the following response:*

The Town of Westford does not intend to work directly with any other consultants on this project. The Town did hire LandTech Consultants directly to complete the field survey of the property. If additional survey is required, the Town will hire this firm directly. The Town also hired VJ Associates to complete a third party review of the Schematic Design Cost Opinion. However, additional third-party cost opinions are expected to be provided by either the architect and/or Owner's Project Manager. In regards to geotechnical and environmental services, the Town expects that these services will be provided on the architect's team and any additional services provided by these firms will be included as an allowance in the selected consultant's negotiated agreement.

**All proposals must be received at the Office of the Town Manager, 55 Main Street, Westford, MA 01886 by no later than 2:00 p.m. on Thursday, April 14, 2016.**

All proposals must be submitted in a sealed envelope or package, clearly marked:

**REQUEST FOR QUALIFICATIONS**
**NEW FIRE STATION AND COMBINED DISPATCH CENTER**
Town of Westford
Permanent Town Building Committee
55 Main Street
Westford, MA 01886

**End of Addendum No.2**

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

**ADDENDUM NO.1**
**REQUEST FOR QUALIFICATIONS**

**NEW FIRE STATION AND COMBINED DISPATCH CENTER DESIGN SERVICES**

A Briefing Session was be held on **Thursday, March 31, 2016 at 10:00 a.m.** at the Police Station Training Room, 53 Main Street, Westford, MA. An overview of the project was provided by the Permanent Town Building Committee. After the Briefing Session a tour of the Center Fire Station was conducted.

A copy of the attendance sheet is attached to this addendum along with the Space Needs Analysis developed by Dore & Whittier in September 2015. Copies of the Schematic Design Documents for the Combined Dispatch Center and Fire Station developed by Dore & Whittier were provided for viewing. The following list represents all additional documents that will be provided electronically on the town website:

1. Fire Station Schematic Design Drawings – November 2015
2. Combined Dispatch Center Schematic Design Drawings – November 2015
3. Space Needs Analysis – September 2015
4. Schematic Design Cost Estimate (PM&C, LLC) – December 2015
5. Boston Road Site Plan (LandTech Consultants) – August 2015

**The deadline for questions or requests for additional information has been extended to 2:00 p.m. Thursday, April 7, 2016**. All questions or requests must be submitted in writing to John Mangiaratti, Assistant Town Manager, Westford Town Hall, 55 Main Street, Westford, MA 01886 or via email to jmangiaratti@westfordma.gov . 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.

**All proposals must be received at the Office of the Town Manager, 55 Main Street, Westford, MA 01886 by no later than 2:00 p.m. on Thursday, April 14, 2016.**

All proposals must be submitted in a sealed envelope or package, clearly marked:

**REQUEST FOR QUALIFICATIONS**
**NEW FIRE STATION AND COMBINED DISPATCH CENTER**
Town of Westford
Permanent Town Building Committee
55 Main Street
Westford, MA 01886

**End of Addendum No.1**

# Westford Public Safety - Space Needs Analysis

Updated 09/02/2015

| PROGRAMMED SPACE | PRIORITY LEVEL (net) | | | SUGGESTED NEEDS | REMARKS |
|---|---|---|---|---|---|
| | HIGH | MED. | LOW | | |
| **CENTRAL FIRE STATION** | | | | | |
| **PUBLIC AREAS** | | | | | |
| Entry Vestibule | 100 | | | 78 | |
| Lobby / Waiting Room | 206 | | | 250 | |
| Public Toilet (1 sets of 2 rooms) | 583 | | | 750 | 290 sf each |
| Community/ Training Room | 1,429 | | | 1,390 | Back-up EOC |
| Training Room Storage/Break-out | 374 | | | 320 | |
| Hospitality | 0 | | 126 | | |
| Triage Room | 0 | 120 | | | used available plan space |
| **SUBTOTAL** | **2,693** | **120** | **126** | **2,788** | |
| **ADMINISTRATION** | | | | | |
| Chief's Office | 202 | | | 192 | |
| Exec T/SH + Conference | 214 | | | 195 | shared Chief & Deputy Chief |
| Deputy Chief | 202 | | | 192 | |
| ALS Office | 166 | | | 200 | |
| Office Manager | 158 | | | 165 | |
| Fire Investigator/ Training Office (2 rooms) | 357 | | | 360 | 2 offices at 180 each |
| Fire Prevention | 330 | | | 322 | Inc. counter space, current Plan Storage |
| Report Room / Dispatch | 279 | | | 260 | 2 rooms, Shared Dispatch/Report, Level 2 Report |
| Conference Room | 371 | | | 333 | seating for 16 |
| Admin Storage (General Storage) | 126 | | | 200 | 100% Archive |
| Office | 109 | | | 100 | |
| Workroom/supplies | 65 | | | | not in original program |
| Server | 139 | | | | not in original program |
| Admin Toilet (1 sets of 2 rooms) | 396 | | | 179 | |
| **SUBTOTAL** | **2,515** | **0** | **0** | **2,519** | |
| **LIVING SPACES** | | | | | |
| Dorm Rooms | 878 | | | 810 | 6 rooms, 135 sf each |
| Fitness | 440 | 600 | | 500 | |
| Restrooms / Showers | 212 | | | 200 | 1 men, 1 women |
| Restroom | 77 | | | 64 | no unisex per code |
| Officers Dorm Rooms | 545 | | | 462 | 3 rooms (cold sheets), 1 shared shower |
| Day Room | 394 | | | 450 | 10 occupants |
| Kitchen/Dining | 654 | | | 651 | dining for 9, Access to exterior gas grill |
| Domestic Laundry | 63 | | | 88 | |
| **SUBTOTAL** | **3,261** | **600** | **0** | **3,225** | |
| **OPERATIONS** | | | | | |
| Apparatus Bays | 5,934 | | 1360 | 7,040 | (4) 80'D Bays H Priority, (1) Bay M Priority |
| Mezzanine | 712 | | | 540 | Mezzanine, stair (if required) |
| **SUBTOTAL** | **6,646** | **0** | **1,360** | **7,580** | |

# Westford Public Safety - Space Needs Analysis

Updated 09/02/2015

| PROGRAMMED SPACE | PRIORITY LEVEL (net) | | | SUGGESTED NEEDS | REMARKS |
|---|---|---|---|---|---|
| | HIGH | MED. | LOW | | |
| **CENTRAL FIRE STATION** | | | | | |
| **OPERATIONS SUPPORT** | | | | | |
| Hose Storage | 75 | | | 78 | 2 Movable Hose Racks 4'Wx18'L, Shelving |
| Turnout Gear Storage | 383 | | | 396 | (40) Lockers, 20"X20" Lockers |
| EMS Storage | 365 | | | 360 | |
| Decontamination | 213 | | | 208 | |
| Dirty Restroom | 77 | | | 68 | |
| SCBA Bottle Storage Room | 222 | | | 238 | |
| General Storage | 205 | | | 234 | |
| Work Shop | 243 | | | 273 | |
| Compressor Room | 71 | | | 48 | vertical air compressor |
| Radio Charging Station | 0 | | | 33 | in TOG Storage @ lockers |
| Storage | 0 | | | 25 | in Report/Dispatch |
| Janitor's Closet (3) total | 120 | | | 90 | Admin, Living, and Operations |
| Fuel Storage | 65 | | | 60 | |
| **SUBTOTAL** | **2,040** | **0** | **0** | **2,111** | |
| **Net Total Fire Department** | **17,155** | **720** | **1,486** | **18,223** | |
| **BUILDING SYSTEMS + VERTICAL CIRCULATION** | | | | | |
| Elevator + machine room | 276 | | | 160 | 2 floors + equipment room (code minimums) |
| Stair | 499 | | | 300 | 2 floors + Pole |
| Stair | 499 | | | 300 | 2 floors + Pole |
| Mechanical Room | 455 | | | 500 | |
| Electrical Room | 214 | | | 250 | |
| Generator | 0 | | | | Outdoor; Natural Gas |
| **SUBTOTAL** | **1,943** | **0** | **0** | **1,510** | |
| **SUMMARY** | | | | | |
| **Fire Department** | 17,155 | 720 | 1,486 | 18,223 | |
| Infrastructure @ 12.5% | 2,144 | 90 | 186 | 2,278 | |
| Building Circulation | 2,402 | 72 | 149 | 1,822 | Estimated at 10% |
| **SUBTOTAL SF** | **21,701** | **882** | **1,820** | **22,323** | |
| **Building Systems + Vertical Circulation** | 1,943 | 0 | 0 | 1,510 | |
| Infrastructure @ 12.5% | 291 | 0 | 0 | 189 | |
| **SUBTOTAL SF** | **2,234** | **0** | **0** | **1,699** | |
| **CENTRAL FIRE GRAND TOTAL SF** | **23,936** | **882** | **1,820** | **24,022** | **Cost estimate based on 22,300 sf** |

# Westford Public Safety - Space Needs Analysis

Updated 09/02/2015

| PROGRAMMED SPACE | OPTION A | SUGGESTED NEEDS | REMARKS |
|---|---|---|---|
| **COMBINED DISPATCH** | | | |
| | | | |
| **Existing Training Room** | 1,066 | 1,066 | |
| Police Department Stations (2) | 112 | 172 | 7'6" x 7'-6" each |
| Fire Department Station (1) | 56 | 80 | 7'6" x 7'-6" |
| Spare Station (1) | 56 | 80 | 7'6" x 7'-6" |
| Supervisor Station/Office (1) | 150 | 113 | |
| Kitchenette / Break Room | 145 | 166 | |
| Storage | 0 | 0 | |
| New Restrooms | 56 | 100 | 1 unisex |
| Existing Restrooms | 0 | 0 | |
| **SUBTOTAL SF** | **575** | **711** | |
| | | | |
| **Circulation (ramp, risers, etc.)** | 491 | 355 | |
| | | | |
| **TRAINING ROOM SUBTOTAL SF** | **1,066** | **1,066** | |
| | | | |
| **Existing Dispatch** | 2,060 | 2,060 | |
| Server Rooms | 172 | 172 | |
| Restroom | 48 | 48 | |
| Remaining Circulation Space | 217 | 217 | |
| **SUBTOTAL SF** | **437** | **437** | |
| **Additional remaining space** | **557** | **557** | Conference Room, Storage, Restrooms, etc. |
| **SUBTOTAL SF** | **994** | **994** | |
| | | | |
| **DISPATCH GRAND TOTAL SF** | **2,060** | **2,060** | **Cost estimate based on 2,060 sf** |

ATTENDANCE SHEET

# New Center Fire Station & Combined Dispatch Center – Request for Qualifications

**Briefing Session**
**Location:** **Police Station Training Room, 53 Main Street, Westford, MA**
**Date:** **Thursday, March 31st, 2016 - 10:00 a.m.**

| Name | Representing | Email |
|---|---|---|
| 1. Thomas J. Mahanna | Permanent Town Building Committee | tmahanna@westfordma.gov |
| 2. Chief Joseph Targ | Westford Fire Department | jtarg@westfordma.gov |
| 3. Deputy Chief Dan Britko | Westford Fire Department | dritko@westfordma.gov |
| 4. Chief Thomas MacEnaney | Westford Police Department | tmacenaney@westfordma.gov |
| 5. Tim Whitcomb, Operations Administrator | Westford Police Department | twhitcomb@westfordma.gov |
| 6. Jeff Shaw | Dorham and Sweeney | jshaw@dorhamandsweeney.com |
| 7. CHRIS LOGAN | DORHAM & SWEENEY | clogan@dorhamandsweeney.com |
| 8. KEN BEST | DRA ARCHITECTS | kbest@draws.com |
| 9. TASHA LUDOVICI | Creative Environment Corp. | tludovici@cec-engineering.com |
| 10. DAN TENNEY | WESTON & SAMPSON | TENNEYD@WSEINC.COM |
| 11. Michelle Pachico | CA Crowley Eng | mpachico@crowleyeng.com |

| | | |
|---|---|---|
| 12. John Tripp | Green Int'l Affiliates Civil & Structural | JTRIPP@greenintl.com |
| 13. THAD CONSTANTINE | DIMARINISI & WOLFE | THAD@DIMARINISIANDWOLFE.COM |
| 14. STEVE MOORE | VJ ASSOCIATES | SMOORE@VJASSOCIATES.COM |
| 15. Larry Trim | Kaestle Boos Assoc. | Ltrim@kba-architects.com |
| 16. John Sauasta | CSS ARCHITECTS INC | JSAUASTA@CSSARCHITECTS.COM |
| 17. Andrew Willett | CBI CONSULTING | awillett@cbiconsultinginc.com |
| 18. GEORGE RYAN | SAMIOTES CONSULTANTS | GRYAN@SAMIOTES.COM |
| 19. W. ERIC KLUZ | HKT ARCHITECTS INC. | eKluz@hktarchitects.com |
| 20. TED GALANTE | GALANTE ARCHITECTURE | tg@galantearchitecture.com |
| 21. | | |
| 22. | | |
| 23. | | |
| 24. | | |

REQUEST FOR QUALIFICATIONS

# NEW FIRE STATION AND COMBINED DISPATCH CENTER

# DESIGN SERVICES

WESTFORD, MA

March 24, 2016

## 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 for design services for its new Fire Department Center Station and Combined Dispatch.

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. Drumney Rosane Anderson, Inc. recently completed a Town-wide Facilities Study of all of Town buildings, including the Center Station. This study recommended many structural, mechanical, electrical, life safety and ADA compliance issues that should be addressed at the Center Station. 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 sf 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

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. This proposal failed at Town Meeting.

A new article was presented to the voters at the Annual Town Meeting in March 2014. The intent of this article was 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.

In 2014, the Committee hired Dore & Whittier Architects, Inc. to complete a Feasibility Study for a new Center Fire Station and Combined Dispatch Center. This goal of the study was to recommend the location of the new Fire Station and determine the programs needs for the Fire Department. The study also evaluated the feasibility of combining the dispatch operations of the Police and Fire Departments. The study was completed in March 2015. A copy of the study is available on the Committee's webpage located:

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

The Feasibility Study recommended that a new 24,000 sf Fire Station be constructed on a 4.8 acres Town-owned parcel of land located at the intersection of Boston Road and Blake's Hill Road. In addition, the study recommended that a new Combined Dispatch Center be constructed in the existing Police Department Training Room. Annual Town Meeting in March 2015 appropriated funds to complete the design, project management and construction of both projects. Dore & Whittier Architects, Inc. (Architect) was hired by the Committee to complete the design on both facilities. The Vertex Companies has been hired by the Committee to serve as the Owner's Project Manager on both projects.

Programming and Schematic Design were completed by Dore & Whittier, however a final schematic design solution was not able to be agreed upon due to the building size and construction cost. Subsequently the Town terminated the Designer's contract for convenience. The Town is seeking the services of qualified consulting firms to finalize the Schematic Designs of both the Fire Station and the Combined Dispatch Center projects, to complete the designs, bid the projects and provide construction administration services through closeout.

## B. Scope of Services:

The selected consultant will be responsible for working with the Committee, Town Manager, Fire Chief, Deputy Fire Chief, Fire Department staff, Police Chief, Police Operations Administrator, Technology Director, and other appropriate Town staff to finalize the Schematic Design for both locations and upon approval by the Committee, commence with the remaining design, bidding and construction administration services for the project.

### B.1. Review Program and Finalize Schematic Design

**B.1.1.** Review current Programming documentation with the committee and users and adjust space program as appropriate.

**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.** Provide Schematic Design solution for the Fire Department Center Station. Review the existing Combined Dispatch solution as well and adjust as appropriate.

**B.1.5.** Discuss joint or separate procurement of the projects.

**B.1.6.** Provide Schematic Design level independent cost estimate and opinion of probable cost for both the Fire Station and Combined Dispatch projects.

**B.2. Other Project Deliverables:**

**B.2.1.** Prepare Design Development with independent cost estimate and opinion of probable cost.

**B.2.2.** Prepare Construction Documents with independent cost estimate and opinion of probable cost.

**B.2.3.** Prepare and administer the bidding process. Assist in general contractor and subcontractor prequalification if the project budget dictates.

**B.2.4.** Provide construction administration services through closeout of the project.

**B.2.5.** Report and cost opinion shall be presented in draft form for review and comment by the Committee.

**B.3. Requirements for attendance at Public Meetings:**

**B.3.1.** Kick-off meeting with the Committee, Fire Department, Police Department and other appropriate town departments and officials to discuss project goals.

**B.3.2.** Attend and present design progress to the Committee, Fire Department and Police Department meetings on a regular or as requested basis.

**B.3.3.** Attend a minimum of two additional public meetings to present recommendations and provide project updates.

## 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/14-5-12-dsb-application-form.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, a project schedule, 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 design for Fire Departments and Dispatch Centers. Include project name, location, design and construction dates, SD and Final costs, photographs, and other supporting information.

**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 one page 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 and Combined Dispatch design, has extensive experience in designing these types of facilities, has provided comparable project references, and will utilize a Project Team that has sufficient experience in similar work.

**D.3.** Any proposal that fails to include all of the information specified below in D.5 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.6, 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, Fire Chief, Deputy Fire Chief, Owner's Project Manager 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 | | | |
|---|---|---|---|---|
| | ***Highly Advantageous*** | ***Advantageous*** | ***Acceptable*** | ***Unacceptable*** |
| **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 | | | |
|---|---|---|---|---|
| | ***Highly Advantageous*** | ***Advantageous*** | ***Acceptable*** | ***Unacceptable*** |
| **Similar Experience** | Successful management of at least five public safety facility designs within the last five years. | Successful management of at least three public safety facility designs within the last five years. | Successful management of at least public safety facility design 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 | | | |
|---|---|---|---|---|
| | ***Highly Advantageous*** | ***Advantageous*** | ***Acceptable*** | ***Unacceptable*** |
| **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 | | | |
|---|---|---|---|---|
| | ***Highly Advantageous*** | ***Advantageous*** | ***Acceptable*** | ***Unacceptable*** |
| **Project Team** | Highly qualified staff; project leader with more than 10 years of specifically relevant experience (public safety 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 not 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 | | | |
|---|---|---|---|---|
| | ***Highly Advantageous*** | ***Advantageous*** | ***Acceptable*** | ***Unacceptable*** |
| **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 | | | |
|---|---|---|---|---|
| | ***Highly Advantageous*** | ***Advantageous*** | ***Acceptable*** | ***Unacceptable*** |
| **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 dialogue 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 | | | |
|---|---|---|---|---|
| | ***Highly Advantageous*** | ***Advantageous*** | ***Acceptable*** | ***Unacceptable*** |
| **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 Thursday, April 14, 2016** 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 provided in a sealed package, clearly marked "**Proposal for Fire Department Center Station and Combined Dispatch Design Services**".

**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 **twelve (12)** 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, April 1, 2016**. 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 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 **Thursday, March 31, 2016 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 and Police Department Dispatch Center. Attendance at this briefing and tour is recommended. **This will be the only opportunity to tour these facilities**.

## G. Selection Process

**G.1.** The Westford Board of Selectmen is the awarding authority. The Permanent Town Building Committee have been assigned 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 the principal contact for the project from each firm participate in the interview, as well as the project manager and project designer. 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 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.** 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

- Advertisement published in Central Register: March 23, 2016
- **Request for Qualifications Issued: March 24, 2016**
- **Briefing Session and Facility Tours: March 31, 2016 - 10:00 AM**
- Question submission deadline: April 1, 2016 – 2:00 PM
- **Proposal Submission Deadline: April 14, 2016 - 2:00 PM**
- Finalists Interviews Completed: April 29, 2016
- Contract Award Announced: May 6, 2016 (on or before)
- Design phases complete: September 2016

## 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 undersigned'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-filling 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:

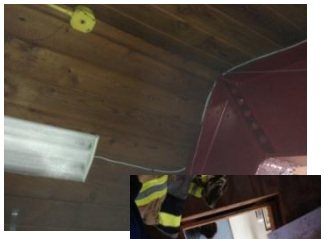
The purpose of this study is to review the condition of the building and to examine code and life safety issues as they apply. The need for space for the functioning of the building has not been considered except as an overall observation.

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:

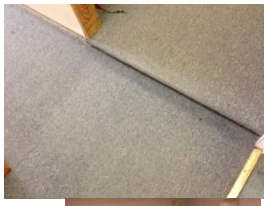
Stairs do not have ADA compliant handrails which need to be added.

Stairs have projecting nosings. Wood fillers need to 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.

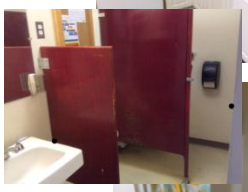
Doors have insufficient clearance on the pull side of the door that needs to extend over the wall surface adjacent to the strike. Entrance should be reconstructed to achieve clearances but to correct the remainder of doors would be "technically infeasible" without re-constructing many of the doors and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

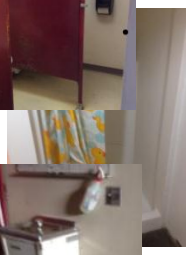


The second floor is not handicapped accessible. An exterior lift should be added.

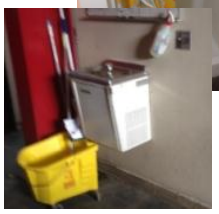
Kitchen is not ADA compliant. New cabinetry required to achieve a new compliant sink with appropriate knee space.



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:

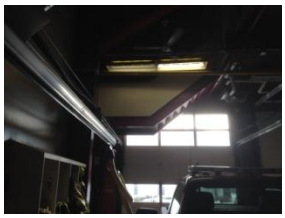
EXTERIORS:

Exterior corner boards, fascias and window/louver trim have been badly weathered loosing 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.

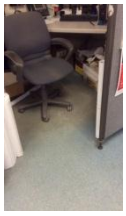
INTERIORS:

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



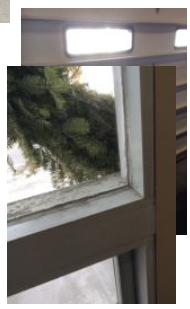
South stair runs across face of overhead door limiting the use of the one bay to smaller vehicles. To overcome this condition a new exterior egress stair would need to be constructed to replace the interior stair.

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**

# AGREEMENT
## TOWN OF Westford, MA
## Contract for Designer Services

**PROJECT TITLE: New Fire Station and Combined Dispatch Center**

This AGREEMENT is made under seal the ___ day of _____ in the year Two Thousand and Sixteen, between the Town of Westford, Massachusetts, by its Town Manager, the AWARDING AUTHORITY, and _____ acting as PROJECT ARCHITECT (the DESIGNER).

The scope of services is set forth in Attachment A.

**ARTICLE 1: DEFINITION OF TERMS**

1.1 GENERAL LAWS -- the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.

1.2 DESIGNER -- the individual or firm performing professional services under this AGREEMENT.

1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in ARTICLE 16.

1.4 NOTICE TO PROCEED -- written communication from the Awarding Authority, constituting an essential condition of this AGREEMENT, authorizing the Designer to perform services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost. Proceeding with various phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.

1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.

1.6 CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project, including all change orders.

1.7 TOTAL CONSTRUCTION COST -- the sum of the actual construction contract award price and each authorized change order revising the construction contract award price. The construction contract award price shall be the same as the construction price of the lowest responsible and eligible bidder.

SAMPLE

1.8 AWARDING AUTHORITY -- The board, commission, agency or department of the Town having authority to award design and construction contracts in connection with the Project.

1.9 PROJECT -- the building project for which designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).

**ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS**

2.1 The Designer shall not employ additional consultants not named in the proposal(s) nor sublet, assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval and written consent of the Awarding Authority. The Awarding Authority shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.

2.2 Except as otherwise provided in this AGREEMENT or authorized by the Awarding Authority, the Designer shall employ within the basic fee for this project the following consultants where their specific services are required: Architect, Structural Engineer, Civil Engineer, Sanitary Engineer, Mechanical Engineer, Landscape Architect, Cost Estimator, and Electrical Engineer, and any other consultant specifically listed in the proposal. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.

2.3 When the Designer receives payment from the Awarding Authority, the Designer shall promptly make payment to each consultant whose work was included in the work for which payment was made by the Town. The Awarding Authority shall have the contractual right, but not the obligation, to require corrective measures necessary for the best interests of the Town.

**ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS**

3.1 The Awarding Authority shall furnish to the Designer available surveys of the project building site, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.

3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services

SAMPLE

of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior written authorization of the Awarding Authority.

3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.

3.4 If a consultant's services estimated to cost more than $25,000 are required, including the services of a qualified testing laboratory functioning under the jurisdiction of both a Massachusetts registered Engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and approved by the Awarding Authority. Consultant fee proposals shall be received by the Designer and accompanied with recommendations of approval submitted to the Awarding Authority before any work is authorized. Such consultants shall carry adequate Liability Insurance. When a consultant's services are estimated to cost $25,000 or less, the Designer shall use established standard rates for such services.

3.5 Drawings and/or specifications needed to obtain survey or subsoil information, and any other soils engineering shall be prepared by the Designer as part of the basic fee. The Designer shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.

3.6 The Awarding Authority will compensate and reimburse the Designer as provided in ARTICLE 9 for the cost of consultant services performed under this Article. For responsibility, coordination inspection, analysis and evaluation of consultant services retained under this ARTICLE, the Designer shall similarly be compensated as provided by ARTICLE 9.

## ARTICLE 4: COMPLIANCE WITH LAWS

4.1 The Designer shall perform the work required under this AGREEMENT in conformity with all requirements and standards of the Awarding Authority, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government. The Construction Documents shall comply with all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders. The Designer, including all approved consultants and subcontractors, shall comply with all applicable provisions of the rules and regulations of the President's Committee on Equal Employment Opportunity and Procedures promulgated by the Governor of Massachusetts or his designees, insuring equal opportunity for employees and minority and women-owned business enterprises.

SAMPLE

## ARTICLE 5: PROFESSIONAL RESPONSIBILITY

5.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this AGREEMENT.

The Designer shall commence work under this AGREEMENT upon written notice to proceed issued by the Awarding Authority in conformance with the provisions of Section 1.4 of this AGREEMENT. The Designer shall complete the services required under this AGREEMENT in a prompt and continuous manner, and to meet such time limits as are established during the course of the AGREEMENT and stated in each Notice to Proceed. If the completion of the scope of work is delayed through no fault of the Designer, the time limit may be extended upon written approval of the Awarding Authority.

5.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking and reviewing by the Awarding Authority will not be necessary. Any changes, corrections, additions or deletions made by the Awarding Authority shall be incorporated in the design of the Project unless detailed objections thereto are received from the Designer and approved by the Awarding Authority.

5.3 The designer shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.

5.4 Neither the Awarding Authority's review, approval or acceptance of, nor payment for any of the services furnished shall be construed to operate as a waiver of any rights under the AGREEMENT or any cause of action arising out of the performance of the AGREEMENT.

## ARTICLE 6: DESIGNER SERVICES

6.1 TYPE 1 CONTRACTS; STUDIES, PROGRAMS, MASTER PLANS, REPORTS

1. Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary within the Awarding Authority and shall prepare and submit programs, preliminary reports, master plans, studies, sketches, space utilization criteria and estimates in accordance with

SAMPLE

the Scope of Services set forth in Attachment A to this AGREEMENT. Monthly progress reports shall be submitted by the Designer to the Awarding Authority. The Designer shall prepare and submit concept sketches of various design ideas to determine a workable plan solution in terms of the programs, funds available, and as complete an overall design concept as possible, including cost estimates. The Designer shall furnish to the Awarding Authority eight (8) copies of the report for final approval on or before the date set forth in the Notice to Proceed or any supplement thereto.

## ARTICLE 7: DESIGNER'S BASIC FEE

7.1 For the performance of all services required under the terms of this AGREEMENT and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with the prices and rates set forth in Exhibit B.

7.2 If there is a material change in the scope of services provided in this agreement, the Designer and the Awarding Authority will mutually agree to an adjustment in the Designer's Basic Fee. Delay of one year or more by the Awarding Authority plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services.

7.3 The basic fee shall be paid to the Designer in accordance with Attachment B to this agreement. Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

## ARTICLE 8: ADDITIONAL COMPENSATION

1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority, and preparation of change orders related thereto; (2) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (3) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (4) providing services after final payment to the contractor; (5) revising working plans and specifications submitted in their final and complete form for which bids were not received within six months after submission; (6)

SAMPLE

making studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (7) preparing operating and maintenance manuals; (8) assisting the Awarding Authority in litigation arising out of the construction contract; and (9) performing any other professional services not otherwise required under this Contract.

2. For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Awarding Authority at the rates set forth in Attachment B.

**ARTICLE 9: REIMBURSEMENT**

9.1 The Designer shall be reimbursed by the Awarding Authority:(a) at one and one tenth (1.1) times the actual cost to the Designer of consultants hired to obtain any data in accordance with ARTICLE 3 above, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services have been approved by the Awarding Authority or its designee, which may approve a lump sum fee; (b) at one and one tenth (1.1) times the actual cost to the Designer of special consultants not specified in ARTICLE 2, and approved by the Awarding Authority or its designee, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Awarding Authority or its designee, which may approve a lump sum fee; (c) any other specially authorized reimbursement, including special printing; and (d) for all printing and reproduction costs.

**ARTICLE 10: DESIGN FEES AND CHANGE ORDERS**

10.1 The Designer shall be compensated in accordance with the rates specified in ARTICLE 8 for the services of its employees or any consultant listed in ARTICLE 2 for services associated with changes and change orders described in ARTICLE 8. The Designer shall not be compensated for any services involved in preparing change orders required to make unit price adjustments due to existing conditions. Changes for which the Designer receives no compensation under this ARTICLE shall be "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not limit the Town's legal remedies regarding such changes.

Any services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the Construction Documents or other errors or omissions of the Designer, or which result from existing conditions encountered in the building which should have been anticipated by the Designer based on reasonable investigation of said building as required herein, shall not qualify as additional services and shall be performed within the scope of Basic Services.

SAMPLE

10.2 Payments for modifications or change orders to the Designer shall be made upon completion of the Designer's work under such modifications or change orders.

**ARTICLE 11: TERMINATION, NO AWARD**

11.1 By written notice to the Designer, the Awarding Authority may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, shall be paid to the Designer by the Awarding Authority. Such payment shall not exceed the fair value of the work, as the Awarding Authority shall determine.

11.2 By written notice to the Awarding Authority, the Designer may terminate this contract (1) if the Awarding Authority, within sixty (60) days following written notice from the Designer of any default by the Awarding Authority under the AGREEMENT, shall have failed to remove such default or (2) if, after the Designer shall have performed all services required of the Designer in Phase 1, Phase 2, or Phase 3 of the Project, if applicable, at least six (6) months shall have lapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the AGREEMENT up to and including the date of termination shall be paid to the Designer by the Awarding Authority.

**ARTICLE 12: RELEASE AND DISCHARGE**

12.1 The acceptance by the Designer of the last payment for services paid under the provisions of ARTICLES 11 and 12 in the event of contract termination shall in each instance operate as and be a release to the Awarding Authority, and every member or agent thereof, from all claims and liability to the Designer for payment on account of services performed or reimbursable expenses incurred under this AGREEMENT, except for those written claims submitted by the Designer to the Awarding Authority with the last payment requisition.

**ARTICLE 13: NOTICES, APPROVALS, INVOICES**

13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Awarding Authority to the Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.

13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.

SAMPLE

13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned to the Designer. No invoice, however, shall be required to be submitted or processed when the net amount due is less than $100.00.

13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services.

13.5 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.

13.6 Requests for previously authorized expenses of any nature must be accompanied by a billing or receipt from the source of the expense.

**ARTICLE 14: INSURANCE**

14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this AGREEMENT in a minimum amount of $1,000,000.

14.2 The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.

Since this insurance is normally written on a year-to-year basis, the Designer shall notify the Awarding Authority should coverage become unavailable.

14.3 The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad public liability insurance to protect against damage or injury to persons or property.

14.4 The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.

14.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall

SAMPLE

not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Awarding Authority at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Designer shall indemnify, defend, and hold the Awarding Authority harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses arising out of the Designer's breach of the Agreement or the negligence or misconduct of the Designer or the Designer's agents or employees.

14.6 Upon request of the Designer, the Awarding Authority reserves the right to modify any conditions of this Article.

## ARTICLE 15: SUPPLEMENTAL CONTRACT DATA; LEGAL REQUIREMENTS

15.1 The Designer hereby certifies:

(i) if an individual, the individual is a registered architect;

(ii) if a partnership, a majority of all the partners are persons who are registered architects;

(iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, and the person to have the project in his or her charge is a registered architect;

(iv) if a joint venture, each joint venture satisfies the requirements of this section.
(Statutory reference: M.G.L. c.7C, §44)

15.2 The Designer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement. (Statutory reference: M.G.L. c.7C, §51)

15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory reference: M.G.L. c.7C, §51)

15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Designer. (Statutory reference: M.G.L. c.7C §51)

SAMPLE

15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the

Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7C, §51)

15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with the following:

1. The Designer shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer.

2. Until the expiration of six years after final payment, the Awarding Authority, the office of the inspector general and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.

3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority, including in the Designer's description the date of the change and reasons therefore, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.

4. The Designer has filed a statement of management on internal accounting controls as set forth in Paragraph (6) below prior to the execution of this Agreement.

5. The Designer has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in subparagraph 15.6.8 below.

6. The Designer shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that:

   (a) transactions are executed in accordance with management's general and specific authorization;

   (b) transactions are recorded as necessary:

SAMPLE

1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and

2. to maintain accountability for assets;

(c) access to assets is permitted only in accordance with management's general or specific authorization; and

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

7. The Designer shall also file annually with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(a) whether the representations of management in response to this paragraph and paragraph 15.6.6(b) above are consistent with the result of management's evaluation of the System of internal accounting controls; and

(b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.

8. The Designer shall annually file with the Awarding Authority during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by accountant's report.

9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 15.6 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 15.6.2. (Statutory reference: M.G.L. c.30, §39R)

15.7 The Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7C, §51)

SAMPLE

15.8 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, §44M)

15.9 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (Statutory reference: M.G.L. c.62C, §49A)

**For agreements not in excess of $100,000, Section 15.5 and subsections 15.6.3 – 15.6.8 do not apply.**

## ARTICLE 16: MISCELLANEOUS PROVISIONS

16.1 One (1) reproducible copy of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Designer's rights under this AGREEMENT.

16.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.

16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer, and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.

16.4 The Designer agrees that the Awarding Authority and any of its officer or employee assume no personal liability under this Agreement.

16.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

16.6 In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

SAMPLE

**SIGNATURES**

**IN WITNESS WHEREOF**, on the day and year hereinabove first written, the Designer has caused this agreement to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized to do so, and the Town Manager has signed this agreement on behalf of the Awarding Authority.

| Accepted by Designer | Accepted by Awarding Authority |
|---|---|
| By: _____ | By: _____ |
| Name: | Name: |
| Title: _____ | Title: _____ |

Approved as to Form

_____
Town Counsel

502369/kope/0003

SAMPLE