



**CITY OF WORCESTER, MA
DESIGNER SELECTION BOARD
455 MAIN STREET
CITY HALL – ROOM 201
WORCESTER, MA 01608**

Date: May 3, 2023

To: All Prospective Proposers

**Re: Request for Qualifications (DSB-2-W3) for Design Services – South Division
Firehouse & Emergency Communications Facility**

Instructions to all firms interested in submitting a proposal for the above referenced services are as follows:

1. Proposals will be received until 10:00 AM, local time on **May 26, 2023** at the City of Worcester Purchasing Division, Room 201, City Hall, 455 Main Street, Worcester, MA. **Late submissions will not be accepted.**
2. All submissions must comply with the requirements set forth by the Commonwealth of Massachusetts Executive Office for Administration and Finance through the Designer Selection Board (see attached application).
3. The fee schedule for services will be negotiated with the City of Worcester Designer Selection Board and/or Department involved in the project.
4. Proposals are to be submitted in one (1) original and ten (10) copies to the above address. Please include a PDF version on USB drive.
5. **Questions pertaining to this solicitation must be directed in writing to the undersigned by no later than five business days before reply date. E-mail gagliastroc@worcesterma.gov Any attempts to seek answers in any other manner may result in proposal rejection.**

By: *Christopher J. Gagliastro*

Christopher J. Gagliastro, MCPPO - Purchasing Director
Chairperson, Designer Selection Board

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Firm Is Filing:		2. Project #																																																																																																	
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3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:		3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)																																																																																																		
3b. Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																																																																																		
3c. Federal ID #:		3g. Name and Address Of Parent Company, If Any:																																																																																																		
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): <div style="display: flex; justify-content: space-between;"> Email Address: </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Telephone No: Fax No.: </div>		3. Check Below If Your Firm Is Either: <div style="margin-top: 5px;"> (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/> </div>																																																																																																		
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):																																																																																																				
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5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																				

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:

CITY / TOWN / AGENCY

Prime Consultant
Principal-In-Charge

Project Manager for Study

Project Manager for Design

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
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Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
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		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>																																
Be Specific – No Boiler Plate																																	
11.	Professional Liability Insurance: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
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12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).																																
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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c.				f.																													
16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Submitted by (Signature) _____</td> <td style="width: 50%;">Printed Name and Title _____ Date _____</td> </tr> </table>	Submitted by (Signature) _____	Printed Name and Title _____ Date _____																														
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REQUEST FOR DESIGNER QUALIFICATIONS (RFQ)

Worcester, MA

South Division Firehouse

May 3, 2023

Invitation: The *City of Worcester* (“Owner”) is seeking the services of a qualified “Designer” as defined by M.G.L. Chapter 7C, Section 44, Designer Selection, to provide professional design services for a new South Division Firehouse and Emergency Communications Center in Worcester, Massachusetts. Selection of a Designer will be made by the City of Worcester, Designer Selection Board, in accordance with the City’s Designer Selection Procedures.

The existing City of Worcester, South Division Firehouse is proposed to be replaced, and relocated from 180 Southbridge Street to 25 Madison Street. The proposed project estimated at 30,000 square feet will serve to replace the existing South Division Fire House and a provide a backup Emergency Communications Center including 911 and radio communications.

This Project shall include complete scope of Designer Services through Project Closeout for a new firehouse supporting the Firehouse and Emergency Communications programming. The City is seeking Basic Designer Services for all project phases through Project Closeout, which include but are not be limited to: sustainability charette; parking and traffic study; development of comprehensive programming; site development and access; Schematic Design with three (3) options, Preferred Option Design Development, Construction Documents, Bidding Services, Furniture Selection and Coordination, and Project Closeout. Estimates at 30%, 60% and 95% are required.

The contract between the Owner and the Designer may be amended for additional Designer Services, as may be required to complete the project as programmed. The City reserves the right to extend the contract to include additional designer services without further solicitation.

The estimated construction cost for a potential Project may range from **\$30,000,000 to \$35,000,000**, depending upon the solution that is approved by the Owner. The Fee for these Basic Designer Services through Project Close Out will be negotiated.

For additional information on Designer qualifications see Sections E and F in this RFQ.

A. Background:

The Worcester Fire Department has ten (10) firehouses strategically placed throughout the city to serve a growing population of over 200,000 people. The South Division Firehouse serves a response area of residential, commercial, and industrial occupancies in the Downtown and Main South sections of the city. The station currently houses eight (8) department vehicles including four (4) front line apparatus, four (4) support vehicles, and houses fourteen (14) firefighters per shift. The existing facility was constructed in 1959 and has been stretched beyond its means to accommodate the growth in the response area it serves. The systems and finishes are well beyond their useful life, and do not fully support modern facility standards

including separation of program spaces in support of healthy indoor air quality, gender equality, training and security.

Located at 2 Coppage Drive, the Regional Emergency Communications Center houses regional 911 emergency communications that require full redundancy and secondary power at this facility. Programming with stakeholders for this approximately 4,000 square foot space will be required for a 24/7/365, eighteen (18) seat call center, Supervisory Station, secure storage, eight (8) person conference room, kitchen/break areas, lockers, and three (3) private offices. This space will need to be serviced by separate Communications, Heating-Cooling, Fire Suppression, Raised Floors and other support systems and spaces from those that will serve the Fire Services portion of the proposed facility. It is anticipated that the facility will require a 100' communications tower with 8-10 antenna.

The successful Designer for this project shall have experience in Firehouse and Emergency Communications (911) Facilities/Public Safety Facilities, and experience in high-performing, net zero/positive projects, sustainable design, Passive House, LEED/WELL, or other sustainable design programs. Design of a new building shall include: energy use reduction strategies, minimize greenhouse gas (GHG) emissions, positive impacts for stormwater and heat island mitigation, urban tree canopy, neighborhood connections for pedestrians and cyclists, accessibility, indoor environmental quality, low maintenance building systems and finishes, and security.

Additionally, the project team is tasked with advancing the City's broader goals for:

1. Reduce City GHG emissions in accordance with the Green Worcester Plan.
2. Achieve Net Zero Emissions from new and major building alterations.
3. Incorporate on site renewable energy solutions
4. Achieve universal accessible design in City buildings
5. Enhance City facilities' resilience to heat and flooding as a result of climate change.

The GHG emissions, NZ Emissions, and Renewable Energy requirements of the City encourage the development of solar photovoltaic (PV) arrays. The City's Net Zero Emissions requirement will be achieved through energy consumption reduction measures, electric/renewable heating, reduced air infiltration, increased thermal insulation, high-performing fenestration, and additional envelope upgrades, as well as onsite and offsite renewable energy use.

As part of this project the City requires thorough programming: spatial adjacencies to reduce energy consumption from mechanical, lighting, and plug loads; organize and support interdependent services, equipment, and communications; traffic study; site parking and safety; and single-use toilet rooms and dormitories to support gender neutral staffing.

Site survey and partial soil testing through borings to be completed by Owner.

B. Project Goals and General Scope:

It is anticipated that this project will consider firehouse and emergency communications best practices, as well as the requirements necessary to serve operations as identified through the programming process, and any additional requirements identified by the Owner.

Project objectives under consideration or required by the Owner include:

- Sustainability and Net Zero Emissions requirements
- Identification of community concerns that may impact study options
- Identification of specific milestone requirements and/or constraints of the Fire Department including development of interior finishes standards for low maintenance and durability

- Gender neutral quarters and toilet rooms
- Accessibility/Universal Design
- Parking, traffic, biking and pedestrian access and safety enhancements
- HVAC zoning and interior compartmentalization to mitigate cross contamination
- Life cycle costs of operating the Facility, as it relates to future operational budgets
- US Green Building Council's LEED v4.2 Building Design + Construction (BD+C)
- CM-at-Risk Delivery Method is proposed

Project Tasks include:

1. Feasibility Study & Programming shall include: Basic Designer Services; final design program; space summary template; Sustainability Charrette with Design Team, Utilities, and City stakeholders and Traffic Study.
2. Schematic Design Phase shall include Basic Designer Services and provide three (3) Schematic Design alternatives; site development plan; environmental assessment; geotechnical assessment; geotechnical analysis; code analysis; utility analysis and coordination; schematic building floor plans; schematic exterior building elevations; narratives of building system descriptions; LEED v4.2 BD+C: New Construction and Major Renovation scorecard; outline specifications; cost estimate; project schedule; proposed Operations budget statement for Worcester Fire Department and Emergency Communications operations and maintenance objectives; and a proposed total project budget . A Sustainability Narrative and Summary Report of all sustainable efforts and Life Cycle Cost Comparison from a qualified Sustainability Consultant are required for this project.
3. Design Development shall include Basic Designer Services and an estimate at 60%.
4. Construction Documents shall include Basic Designer Services and an estimate at 95%.
5. Bidding Services: Bids will be administered by the City. Division 0 and Division 1 of the specifications shall be completed by the Designer.
6. Construction Administration shall include Basic Designer Services
7. Furniture, Fixtures, and Equipment and Coordination shall include specification, bidding services, review, and coordination of installation of all "FF&E".
8. Project Closeout shall include, but not be limited to: punch list; warranties; and review and approval of As-Builts & Approved Submittals

C. Scope of Services:

The required scope of services is set forth in the City's standard Contract for Designer Services (Contract), a copy of which is attached hereto and incorporated herein by reference; see Attachment C. A determination of the project delivery method (Design/Bid/Build or Construction Manager at Risk), will require the Contract be amended accordingly. Unless specifically excluded, the Designer's Basic Services consist of the tasks described in the Contract for Designer Services and this RFQ including all investigative work (to the extent provided for in the Contract), feasibility study, design work, preparation of construction documents, bidding period administration, construction administration, and other related work reasonably inferred in the opinion of the Owner as being necessary to meet the project's stated scope and goals.

This RFQ will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFQ will be required to execute the Contract for Designer Services and applicable amendments that are attached hereto. Note in particular the Owner's required insurance levels as identified in the attached sample contracts.

Basic Services include, but are not limited to, verification of existing record information including building dimensions, zoning, details and general existing conditions, cost estimating, architecture, civil, sanitary, mechanical (including geothermal well), electrical (including onsite emergency electrical generation),

plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, graphics, lighting design, acoustics, data and communication, security and door access controls, specialty consultants for sustainable design (LEED-v4.2 BD+C), fuel island design, furniture design and specification, kitchen design, code consultants, accessibility, energy evaluations, detailed cost estimates (including Life Cycle Costing for system design and comparison and building operations and maintenance, parking, storage, trash and composting considerations), preparation of construction documents, bidding and administering the Construction Contract Documents, and other design and consulting services incidental and required to fulfill the project goals. Please refer to the Contract and amendments for a complete summary of Basic Services.

Extra and reimbursable expenses are defined in the City's standard Contract for Designer Services.

The following information will be made available to the selected Designer:

1. Site investigation and borings

D. Project Schedule:

Work under this RFQ is divided into the Project Phases. The Owner may amend this contract to include Additional Designer Services. Each Project Phase will consist of one or more required submissions and shall include site visits, meetings with the Owner, Owner's Project Manager, Worcester Fire Department, Emergency Communications, and others, as well as other tasks to support the scope as described.

The milestone dates listed below are estimates only. Actual dates may vary subject to the agreed upon solution, the extent of required document revisions, the time required for regulatory approvals, and the construction contractors' performance. Such variances will not, in and of themselves, constitute a justification for an increased Fee for Basic Services.

<u>Milestone</u>	<u>Projected Date</u>
Request for Qualification Available	5/3/2023
Pre-Proposal Meeting at 10:00AM	5/11/2023
Questions due Noon	5/17/2023
Qualification Submission Due 10:00AM.....	5/26/2023
Interviews (tentative).....	6/12/2023
Designer Selection	6/23/2023
Designer Contract Executed	7/19/2023
Construction Manager at Risk (CM@Risk) RFQ	8/23/2023
CM@Risk Contract Executed	09/22/2023
Preferred Schematic Report Approval	10/30/2023
Project Scope and Budget Approval	11/15/2023

E. Minimum qualifications:

Selection will be made by the City's Designer Selection Board in accordance with the Authority's Designer Selection Procedures. The Respondent must certify in its cover letter that it meets the following minimum requirements. Any Respondent that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration. To be eligible for selection, the Designer must meet all of the following qualifications.

1. Be a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44, employing a Massachusetts registered Architect responsible for and being in control of the services to be provided pursuant to the Contract.
2. The Massachusetts registered Architect responsible for and in control of the services to be provided has successfully completed the Massachusetts Certified Public Purchasing Official Program seminar "Certification for Design and Construction" as administered by the Office of the Inspector General of the Commonwealth of Massachusetts and must maintain certification by completing the "Recertification for Design and Construction" seminar every three years thereafter. Proof of recertification or registration must be provided during the contract period.

F. Selection Criteria:

In evaluating proposals, the Owner's Designer Selection Board will consider the members of the proposed design team. Identify those member(s) of the proposed design team (Firm's name, individual's name, and professional registration or license number, as applicable, must be listed in the application for each category of work, as well as whether the firm is SDO-certified as an MBE and/or WBE) who will be responsible for the following categories of work:

1. *Architecture*
2. *Interior Design*
3. *Civil Engineering*
4. *Landscape Architecture*
5. *Structural Engineering*
6. *Fire Protection Engineering*
7. *Plumbing Engineering*
8. *HVAC Engineering*
9. *Electrical/Lighting*
10. *Data/Communications*
11. *Environmental Permitting*
12. *Cost Estimating*
13. *Acoustical Consultant*
14. *Specifications Consultant*
15. *Technology Consultant/Audio Visual Consultant*
16. *Sustainable/Green Design/Renewable Energy Consultant*
17. *Code Consultant*
18. *Accessibility Consultant*
19. *Traffic Consultant*
20. *Furniture, Fixtures and Equipment Consultant*
21. *Security Consultant*

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s).

The members of the team for each of the categories of work listed above must be identified including the firm's name, individual's name and professional registration or license number, as applicable, as well as whether the firm is SDO-certified as an MBE and/or WBE.

Failure to address each category may result in the elimination of the applicant from consideration on this project.

Applicants should not list any consultants other than those for the categories of work listed above.

The Owner and Designer Selection Committee will consider the following additional criteria in evaluating proposals:

1. Prior similar experience with firehouse design and emergency communication facility design best illustrating current qualifications for the specific project.
2. Past performance of the firm, if any, with regard to publicly or privately funded projects across the Commonwealth, with respect to:
 - a. Quality of project design.
 - b. Quality, clarity, completeness, and accuracy of plans and contract documents.
 - c. Ability to meet established program requirements within allotted budget.
 - d. Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions, and change orders.
 - e. Coordination and management of consultants.
 - f. Working relationship with contractors, subcontractors, awarding authorities, and local officials.
3. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
4. The identity and qualifications of the consultants who will work on the project.
5. The financial stability of the firm.
6. The qualifications of the personnel to be assigned to the project.
7. Additional criteria that the City's Designer Selection Board considers relevant to the project.

G. Proposal requirements

Persons or firms interested in applying must meet the following requirements:

2. Applications shall be on "[Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction \(Updated July 2016\)](#)" as developed by the Designer Selection Board of the Commonwealth of Massachusetts. Respondents shall submit **one (1) original, ten (10) hard copies, and one (1) digital in PDF format on a flash drive on or before 10:00AM, Friday, May 26, 2023**. Applications should be printed double-sided and bound on the long edge, landscape orientation, in order that the pages lie and remain flat when opened. It is recommended that the proposal be laid out in such a manner that the reader doesn't need to be constantly rotating the proposal. Applications should not be provided with acetate covers.
3. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the application. The cover letter must include the certifications as noted in Section E of this RFQ. A copy of the MCPPO certification should be attached to the cover letter as well as any SDO letters.
4. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project **subject to the page limitations as set forth in the Standard Designer Application Form**.
5. Proposals shall be addressed to:

***Mr. Christopher Gagliastro, Purchasing Director
City of Worcester
Purchasing Division
455 Main Street – Room 201
Worcester, MA 01608***

6. Proposals must be clearly identified by marking the package or envelope with the following:

**City of Worcester Fire Department
South Division Firehouse Project
“Name of Applicant”**

7. All questions regarding this RFQ should be addressed exclusively in writing to:

***Mr. Christopher Gagliastro, Purchasing Director
City of Worcester
Purchasing Division
455 Main Street – Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov***

H. Pre-Proposal Meeting

All interested parties should attend a briefing session at Worcester Fire Department Headquarters located at 180 Southbridge Street, Worcester, MA scheduled for **Thursday, May 11, 2023 at 10:00 AM.**

I. Withdrawal

Applicants may withdraw an application as long as the written request to withdraw is received by the Owner prior to the time and date of the proposal opening.

J. Public Record

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

K. Waiver/Cure of Minor Informalities, Errors and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Owner and its beneficiaries.

L. Rejection of Responses, Modification of RFQ

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner’s best interests to do so. This RFQ does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services.

The Owner also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.

M. Additional Information

ATTACHMENTS:

Attachment A: Site Plans

Attachment B: Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)

(https://www.mass.gov/files/citiestownsapplication2016_1.doc)

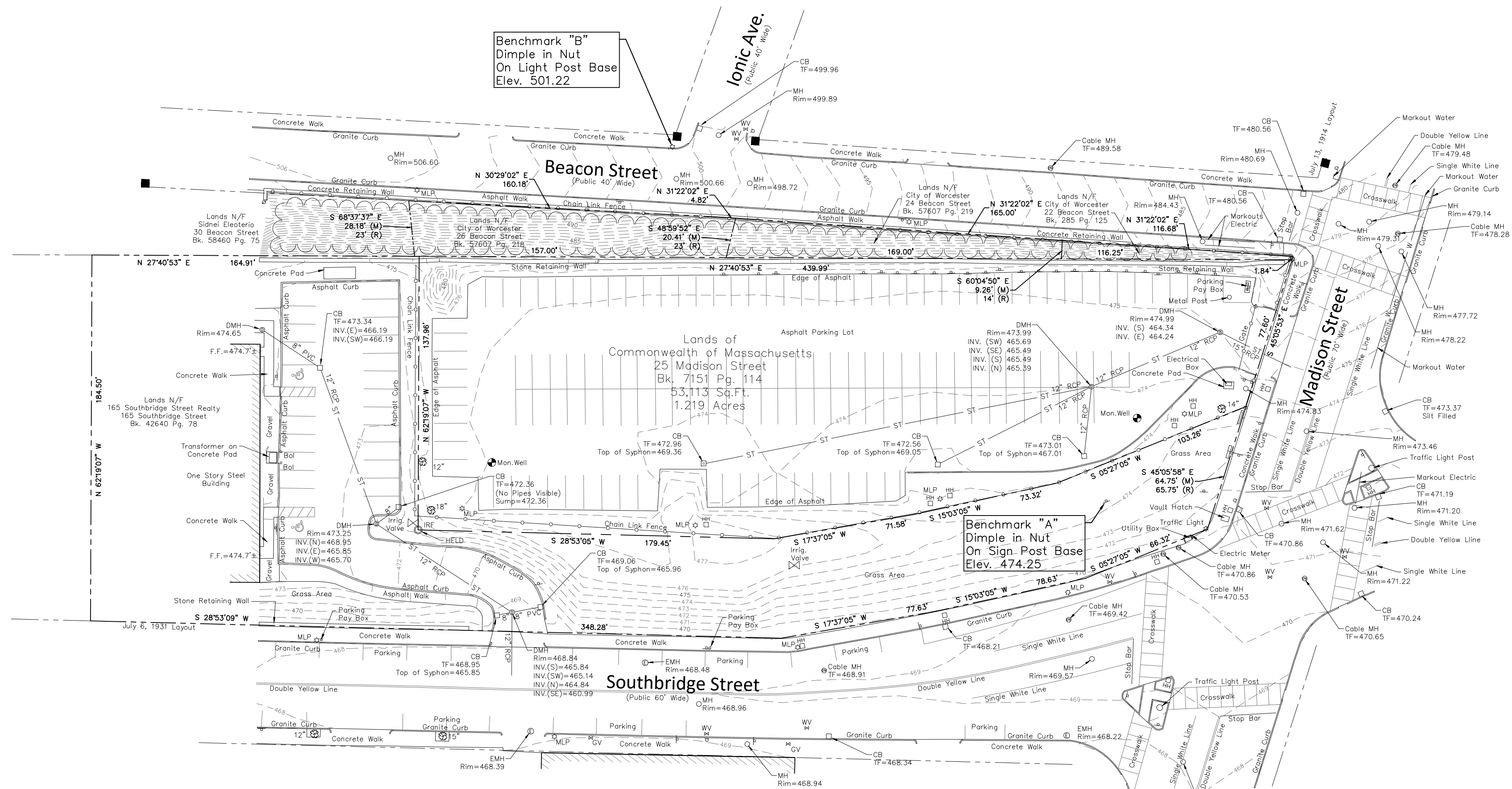
Attachment C: City of Worcester, Standard Contract for Designer Services

Attachment D: City of Worcester Certifications

End of Request for Designer Qualifications

LEGEND

	EDGE OF WOODS	— ST —	STORM SEWER LINE
	DECIDUOUS TREE	— S —	SANITARY SEWER LINE
	CONIFEROUS TREE	— W —	WATER LINE
	SHRUB/BUSH	— G —	GAS LINE
	SIGN	— SIG —	SIGNAL WIRE LINE
	UTILITY POLE	— C —	CABLE LINE
	LIGHT POLE	— FO —	FIBER OPTIC LINE
	HYDRANT	— LPS —	LOW PRESSURE SEWER LINE
	WATER SHUTOFF	— E —	ELECTRIC LINE
	GAS VALVE	— CHU —	OVERHEAD UTILITIES
	WATER VALVE	— T —	TELEPHONE LINE
	MONUMENT	⊙	SANITARY MANHOLE (SMH)
	GRANITE MONUMENT	⊖	DRAINAGE MANHOLE (DMH)
	CAPPED IRON PIPE FOUND	□ □	CATCHBASIN (CB)
	IRON PIPE FOUND	⊙ Bol.	METAL POST/BOLLARD (BOL)
	IRON ROD FOUND	⊖	ELECTRIC MANHOLE (MHE)
	IRON ROD SET	⊖	UNKNOWN MANHOLE
	HANDICAP SPACE	⊖	TELEPHONE MANHOLE (MHT)
	HAND HOLE	⊖	VENT PIPE
	ELEC. METER	⊖	COULD NOT OPEN
	GAS METER	⊖	FLOW DIRECTION
	GRANITE	— MAG NAIL —	MAGNETIC CONCRETE NAIL
	CONCRETE	WLF #70B1	WETLAND FLAG (DELINEATED BY OTHERS)
---	PROPERTY LINE	— WET —	WETLAND LINE (DELINEATED BY OTHERS)
---	EASEMENT	— P —	EDGE OF PAVED (BY AERIAL IMAGE)
10	MAJOR CONTOUR LINE	+	ELECTRIC PEDESTAL
5	MINOR CONTOUR LINE	+	GUY WIRE
— O —	CHAIN LINK FENCE	F.F. = 312.7' ± x	FINISHED FLOOR ELEVATION
— □ —	WOOD FENCE	x 318.5'	SPOT ELEVATION
— X — X —	FENCE	MB	MAILBOX
— ○ — ○ —	STONEWALL	⊖ CO	CLEANOUT
		⊖	MONITORING WELL
		W/F	WOOD FRAMED
		N/F	NOW OR FORMERLY



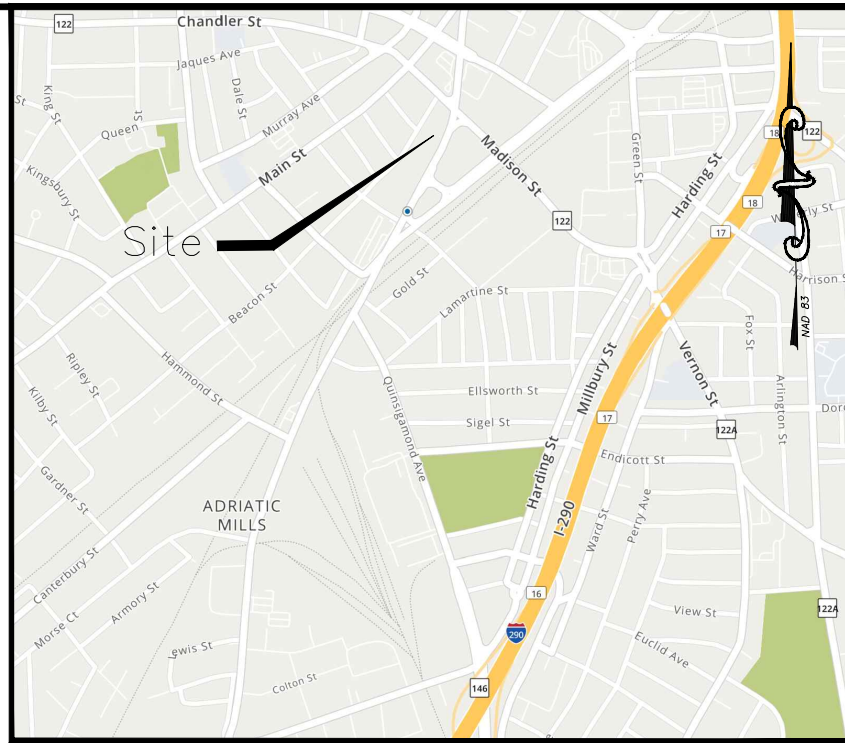
SURVEY NOTES:

3. NORTH ORIENTATION IS BASED ON GPS OBSERVATIONS TAKEN AT THE TIME OF THE FIELD SURVEY. MAPPING PREPARED ON NAD83 STATE PLANE COORDINATE SYSTEM (MASSACHUSETTS MAINLAND).
2. SURVEY PERFORMED BY KCI TECHNOLOGIES, INC. IN JUNE, 2022.
3. CONTOURS AND ELEVATIONS SHOWN BASED ON GPS OBSERVATIONS ON NAVD88 VERTICAL DATUM.
4. REFERENCE IS MADE TO THE FOLLOWING MAPS:
 - A. "LAND IN WORCESTER, MASSACHUSETTS TO BE CONVEYED TO THEODORE FISHER"; SCALE: 1"=40'; DATED: JUNE 9, 1976; PREPARED BY: RENEY BROTHERS, INC..PLAN BOOK 428 PLAN 62.
 - B. "LAND IN WORCESTER, MASS OWNED BY THEODORE FISHER TRUSTEE, F&M REALTY TRUST"; SCALE: 1"=40'; DATED: JULY 10, 1986; PREPARED BY: BOULEY BROTHERS, INC.; PLAN BOOK 559 PLAN 101.
 - C. "RELOCATION OF MADISON STREET"; SCALE: 1"=40'; DATED: APRIL, 1960; PREPARED BY: CITY OF WORCESTER BUREAU OF ENGINEERING; PLAN BOOK 252 PLAN 88.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND IS SUBJECT TO SUCH FACTS AS A TITLE COMMITMENT MAY DISCLOSE.
6. THE UTILITIES AS DEPICTED HEREON ARE BASED UPON OBSERVED EVIDENCE AT THE TIME OF THE FIELD SURVEY. NO ATTEMPT WAS MADE TO VERIFY THE LOCATIONS AND NO MAPPING WAS OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES, GOVERNMENTAL AGENCIES AND/OR OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE THE EXISTENCE OF WHICH ARE UNKNOWN TO KCI TECHNOLOGIES, INC.. THE EXISTENCE, SIZE AND LOCATION OF ALL SUCH FEATURES MUST BE DETERMINED AND VERIFIED IN THE FIELD BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG.

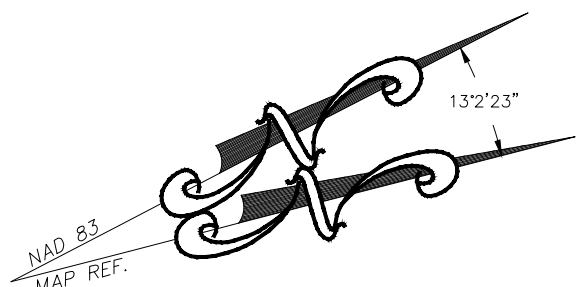
THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Michael G. Wilmes 07/26/22



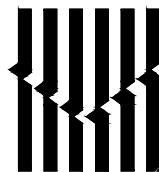
LOCATION MAP
NOT TO SCALE



OWNER/DEVELOPER:

CITY OF WORCESTER
455 MAIN STREET
WORCESTER, MASSACHUSETTS

KCI TECHNOLOGIES, INC.



BOUNDARY & TOPOGRAPHIC SURVEY

25 MADISON STREET

CITY OF WORCESTER
WORCESTER COUNTY

SCALE: 1"=40'

DATE: JULY 26, 2022

KCI JOB #: 292200708

1 of 1

EXHIBIT C

DESIGN SERVICES AGREEMENT

This Agreement made this ____ day of _____, 20, by and between the City of Worcester, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts (hereinafter "City"), and (hereinafter "Designer").

WITNESSETH:

WHEREAS, the City seeks to obtain design services related to a new South Division Firehouse and Emergency Communications Center in Worcester, Massachusetts ("Project"); and

WHEREAS, the City Manager, pursuant to Article Five, Section Ten of Part II of the Revised Ordinances of 2015, requested the Designer Selection Board to solicit and recommend a designer qualified for such purpose; and

WHEREAS, the Designer Selection Board issued a request for proposals, Project No. [] dated [] 2023; and

WHEREAS, the Designer Selection Board, after publicly soliciting proposals and interviewing a number of designers, recommended the Designer to the City Manager as the selected designer; and

WHEREAS, the Designer possesses the expertise, experience and capacity to perform this service;

NOW THEREFORE, the parties mutually agree as follows:

1. Designer's Services.

The Designer shall provide the architectural, design and engineering services necessary to evaluate and implement s new South Division Firehouse and Emergency Communications Center in Worcester, Massachusetts. The Project will focus on certain areas identified by the City for improvement, including [PROJECT SPECIFIC].

The Designer's services shall be performed in phases as follows:

A. Phase I: Feasibility Study and Program

Task A. Feasibility Study and Programming

The Designer shall conduct an analysis of [PROJECT SPECIFIC] in accordance with Exhibit A, Scope of Work, Feasibility Study, which is attached hereto and incorporated herein by this reference. The Designer shall prepare project priority list in cooperation with the City.

Task B. Schematic Design and Cost Analysis

The Designer shall [PROJECT SPECIFIC], in accordance with the scope of work set forth in Exhibit A. The Designer shall provide the probable construction cost estimates for each improvement project identified that will enable the City to prioritize and select those improvements that can be implemented within the budget limitations, including options for evaluation. Based on the approved Feasibility Study and Program, the Designer shall prepare, for approval by the City, Schematic Design Options consisting of drawings and other documents illustrating the scale and relationship of Project components. The Designer shall submit to the City, a statement of Probable Construction Cost, as defined infra.

Upon receipt of a written notice to proceed from the City and a written amendment to this Agreement, the Designer's services shall be provided in the following phases, as authorized by the City:

B. Phase II: Schematic Design

The Designer shall prepare, for approval by the City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. The Designer shall submit to the City, a statement of Probable Construction Cost, as defined infra.

C. Phase III: Design Development

Following the Feasibility Study, the City will determine which of the proposed improvements will be designed and constructed. In coordination with the City, the Designer shall prepare, for approval by the City, Design Development Documents for the bid and construction of the selected improvements consisting of the final drawings and other documents to determine and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

During the preparation of the Design Development Documents, the Designer shall review the Project plans with the Center for Living and Working, the City Manager's Accessibility Advisory Commission to

ensure that the Project design meets or exceeds accessibility requirements. The city department in charge of the administration of the Designer's services shall be responsible for coordinating the aforementioned reviews. The Designer shall not proceed onto Phase III, Construction Documents, until the aforesaid reviews have occurred.

The Designer shall submit to the City a further Statement of Probable Construction Cost.

D. Phase IV: Construction Documents

Based on the approved Design Development Documents under Phase II and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the City, the Designer shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the construction requirements for the Project.

In the preparation of the Construction Documents, the Designer shall utilize the City's "front-end" documents (Divisions 0 & 1). Substantive changes to the front-end documents may be made only after written approval of the Law Department.

The Construction Documents shall conform to all requirements of the State Building Code, 780 CMR 1 et seq., and any other applicable code, standards, regulations, ordinances or laws.

The Designer shall prepare notices for publication to be used in the Central Register and the local newspaper. The Designer shall coordinate and ensure that such notices are advertised in a timely manner.

The Designer shall provide a copy of all bid documents in an electronic format, suitable for posting on the City's website, for downloading by bidders.

The Designer shall advise the City of any adjustment to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

The Designer shall prepare any design-related documents required for approval of governmental authorities having jurisdiction over the Project and assist the City in obtaining such approvals.

E. Phase V: Bidding and Evaluation

The Designer, following approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall confer with either the Department of Public Facilities or with the Department

of Administration and Finance, Purchasing Division (for all other projects) to make arrangements for the bid opening(s) (day, time, location) and in the conduct of the actual bid opening(s). Subsequently, the Designer shall assist the City in evaluating bids and proposals with respect to the responsiveness and eligibility of the bidders.

The Designer shall designate in writing to the City, an individual or individuals who will be responsible for the coordination of all inquiries from prospective bidders. The bidders shall also be notified thereof. Only such individual or individuals so designated shall issue interpretations to the bidders.

During the time period between the release of bidding packages and the bid opening, the Designer, if called upon to answer a question from any prospective bidder, shall render all interpretations and responses in writing to all prospective bidders, as well as the Purchasing Division, as applicable, and the city agency for which the project is being undertaken.

All such interpretations, notices, addenda, or the like shall be issued by the Designer and sent by registered or certified mail, return receipt requested, or if within (15) days of the scheduled bid opening, by U.S. Postal Service "Express Mail" next-day service, or similar express delivery service, with return receipt requested.

These provisions shall apply to the Designer's services and duties throughout the term of this Agreement.

F. Phase VI: Construction Monitoring and Administration

1. The Construction Phase will commence with the execution of the Contract for Construction and will terminate when final payment to the Contractor is made, or in the absence of a final Certificate for Payment or of such due date, ninety days after the Date of Substantial Completion of the Work, whichever occurs first.

2. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Designer shall provide administration of the Contract for Construction as set forth below.

3. The Designer shall be a representative of the City during the Construction Phase, and shall advise and consult with the City. Instructions to the Contractor shall be forwarded through the Designer. The Designer shall have authority to act on behalf of the City only to the extent provided in the Contract Documents unless

otherwise modified by written instrument in accordance with Subparagraph 16.

4. The Designer shall visit the site at intervals appropriate to the stage of construction or as reasonably required by the City, or as otherwise agreed by the Designer in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Designer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work or otherwise act as clerk-of-the-works. On the basis of such on-site observations, the Designer shall keep the City informed of the progress and quality of the Work, and shall endeavor to guard the City against defects and deficiencies in the Work of the Contractor.

5. The Designer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

6. The Designer shall at all times have access to the Work wherever it is in preparation or progress.

7. The Designer shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment and shall issue Certificates for Payment in such amounts as provided in the Contract Documents.

8. The issuance of a Certificate for Payment shall constitute a representation by the Designer to the Owner, based on the Designer's observations at the site as provided in Subparagraph 4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Designer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the

Designer has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract Sum.

9. The Designer shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Designer shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the City or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

10. Interpretations and decisions of the Designer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form.

In its capacity as interpreter and judge pursuant to the preceding subparagraph, the Designer shall endeavor to secure the faithful performance of the Contractor and shall not be liable for the result of any interpretation or decision rendered in good faith, and in the absence of negligence, in such capacity.

11. The Designer's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

12. The Designer shall have authority to reject Work that does not conform to the Contract Documents. Whenever, in the Designer's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Designer will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

13. The Designer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Designer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

14. The Designer shall prepare Change Orders for the City's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

15. The Designer shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the City, for the City's review, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

16. The extent of the duties, responsibilities and limitations of authority of the Designer as the City's representative during construction shall not be modified or extended without written consent of the City and the Designer.

17. At the completion of the construction the Designer shall submit to the city's building commissioner a report as to the satisfactory completion and the readiness of the project for occupancy (excepting any items not endangering such occupancy and listing pertinent deviations from the approved building permit documents).

2. Term.

The Designer shall perform the services required by this Agreement in accordance with the deadlines and schedule contained in Exhibit B, attached hereto and incorporated herein by this reference. The Designer acknowledges and agrees that it is authorized to proceed only with the services set forth in Section 1(A), Phase I: Feasibility Study, of this Agreement. Before the Designer may proceed with the services required under Phases II through VI of Section 1, a written Amendment to this Agreement must be entered pursuant to Section 27. Each of the phases of services performed under this Agreement shall be completed in accordance with the schedule(s) for each such Project as agreed upon between the City and the Designer.

3. Fee.

A. The City shall pay the Designer for all services rendered under Section 1(A), Phase I: Feasibility Study, of this Agreement an amount not to exceed [] and in accordance with Exhibit C, Project Fee Schedule, attached hereto and incorporated herein by this reference. If the City elects to proceed with any or all of the services set forth in Phases II through VI, the Parties shall execute a written Amendment to this Agreement, entered pursuant to Section 27 herein, including appropriate payment.

B. The City shall pay the Designer for services performed under this Agreement only on the basis of written invoices or official documentation evidencing in complete detail, the propriety of the charges. Payments by the City shall be made within thirty (30) days after receipt of such invoice, excluding any review and approval period performed by the Commonwealth of Massachusetts as may be required as a condition to the receipt of funds for this project.

C. Pursuant to Section 38H(j) of Chapter 7 of the General Laws, the Designer or 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 the bid documents, as reasonably determined by the executive head of the public agency responsible for administering the design contract. For purposes of this paragraph, "public agency" shall have the meaning as set forth in G. L. c.7, section 39A.

4. Information Furnished by City.

The City shall, so far as the work under this Agreement may require, furnish the Designer with any relevant information it may have concerning the subject matter of this Agreement.

It is mutually agreed that nothing in this Agreement shall be construed to obligate the Designer to prepare for or appear in litigation or hearing in behalf of the City or, obtain or provide extensive assistance in obtaining approvals from governmental agencies concerned with environmental protection, except in consideration of additional payment for the Designer.

5. Definition of the Probable Construction Cost.

The Probable Construction Cost, as herein referred to, shall be the total cost to the City of all elements of the Project as designed by the Designer. The cost shall include at current established wage rates, including a reasonable allowance for overhead and profit, labor and materials necessary to construct the project in

accordance with the construction documents and any equipment which has been designed, specified, selected or specially provided for by the Designer as well as demolition expenses. Cost does not include the Designer's, or any special consultant's fees or reimbursements, land acquisition, or the cost of a clerk-of-the-works.

6. Ownership of Documents.

Drawings, documents, reports and specifications as instruments of service are the property of the City, whether the work for which they are made be executed or not, and are not to be used on other work except by agreement with the City.

7. Successors and Assignments.

The City and the Designer each binds itself, its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement.

8. Consultants, Subcontracting, Successors & Assignments.

Except for those listed on Exhibit D, which is attached hereto and made a part hereof by reference, the Designer shall not employ consultants, subcontract, assign or transfer any part of its services or obligations under this Agreement without the prior approval of and written consent of the City. The City shall not unreasonably withhold such approval. The written consent shall not in any way relieve the Designer from its responsibility for the professional and technical accuracy and the coordination of all data, designs, specifications, estimates and other work or materials furnished.

9. Professional Responsibility and Services to be Performed.

A. The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished under this Agreement. The Designer shall staff its office with sufficient personnel to complete the services required under this Agreement in a prompt and continuous manner, and shall meet the submittal dates established during the course of this Agreement.

B. The Designer shall furnish appropriate competent professional services for each of the phases to the point where detailed checking or reviewing by the City will not be necessary.

C. The Designer shall thoroughly acquaint its employees with the provisions of General Laws Chapter 30, Section 39M, which provides in part: "for each item of material, the specifications shall provide for either a

minimum of three named brands of material or description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials."

D. Neither the City'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 this Agreement or any cause of action arising out of the performance of this Agreement.

10. Indemnification.

The Designer agrees to indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of, or resulting from, any asserted negligent act, error or omission of the Designer or its agents or employees occurring in the performance of this Agreement. The Designer is not required hereunder to defend the City, its officers, agents, or employees, or any contractor or subcontractor retained by the City from assertions that they were negligent or indemnify and save them harmless from liability based on their negligent acts, errors or omissions. The indemnifications required hereunder shall not be limited by reason of the specification of any particular insurance coverage under this Agreement.

11. Insurance.

Pursuant to Section 38H(f) of Chapter 7 of the General Laws, the Designer will obtain professional liability insurance, covering negligent errors, omissions and acts of the Designer or of any person or business entity for whose performance the Designer is legally liable arising out of the performance of this Agreement. The amount of this coverage shall equal the lesser of one million dollars or ten percent of the Project's estimated cost of construction for the applicable period of limitations. If the Designer provides Professional Liability, Commercial General Liability Insurance and/or Excess/Umbrella Liability coverage on a "claims made" basis, it shall maintain such "claims made" coverage for a minimum of 3 years from the expiration or termination of this Agreement and shall provide the Certificate Holder with a certificate evidencing the renewed coverage. If the Designer fails to maintain or cancel/non-renew such coverage the Designer shall purchase appropriate tail coverage in order to fully maintain coverage (including the City's status as

additional insured as to Commercial General Liability and Excess/Umbrella coverage) for 3 years from the expiration or termination date of this Agreement.

The Designer shall also obtain and maintain in force at all times during the term of this Agreement, insurance coverages pertaining to general/public liability, property damage, motor vehicle and worker's compensation in the following amounts:

- a. Commercial General Liability, written on an occurrence basis, - \$1,000,000 per occurrence/\$2,000,000 aggregate
- b. Excess/Umbrella Liability, written on an occurrence basis, - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Automobile Liability/Combined Single Limit-\$1,000,000 per occurrence/\$2,000,000 aggregate (all owned, scheduled, hired, and non-owned autos)
- d. Workers Compensation - MA Statutory Requirements

The Designer shall furnish certificates of insurance coverage of the types and amounts required above, to the City, prior to the execution of this Agreement.

12. Termination of Contract.

A. Termination of Contract for Cause. If either party shall fail to fulfill in a timely and proper manner its obligation under this Agreement for any cause, or if either party shall violate any of the terms, covenants and conditions of this Agreement, then in such event the initiating party shall have the right to terminate this Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, said written notice to be given at least five (5) days before the effective date of such termination. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Designer with Federal, State or City funds under this Agreement shall, at the option of the City of Worcester, become its property.

B. Termination for Convenience of the City of Worcester. The City of Worcester may terminate this Agreement, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Designer. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Designer with Federal, State or City funds under this Agreement shall, at the option of the City of Worcester, become its property.

C. Survival of Claims, Right to Set-off. In the event the Agreement is terminated, for either cause or convenience, said termination shall not affect the rights or remedies of either party against the other then existing or which may thereafter accrue. Furthermore, if the City, at the time of termination, sustains or has sustained damages for personal injury or property damage, the City may withhold any payments to the Designer for the purpose of set-off, until such time as the exact amount of damages owing to the City from the Designer are determined. Any such retention of payment of monies due the Designer by the City will not release the Designer from liability.

D. Termination Expenses. In the event of any termination of this Agreement, the Designer shall be paid in accordance with the appropriate invoicing procedure defined in Section 3 herein, for all services performed up to and including the termination date. No other termination expenses shall be allowed.

13. Records.

Records shall be maintained in accordance with requirements prescribed by the City of Worcester with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of six (6) years after receipt of the final payment under this Agreement.

14. Reports and Information.

At such times and in such forms as the City of Worcester may require, the City may request and the Designer shall not unreasonably refuse to provide such statements, records, reports, data and information, pertaining to matters covered by this Agreement.

15. Audits and Inspections.

At any time during business hours and as often as the City may deem necessary, the Designer shall make available to the City or its representatives for examination all non-confidential records with respect to all matters covered by this Agreement and will permit the City or its representatives to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Records - Confidentiality.

The City reserves the right of access to the non-confidential records of the Designer and its sub-contractors in accordance with provisions of the Massachusetts General Laws and Federal Regulations. Those records classified confidential shall be provided with the informed written consent of the individual involved.

17. Independent Contractor.

The Designer is an independent contractor and not an employee of the City of Worcester.

18. Discrimination Prohibited.

A. In all hiring or employment made possible by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, and (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

B. No person in the United States shall, on the ground of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The Designer and each employer will comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964.

19. Compliance with Laws.

In the performance of this Agreement, each party shall comply with all federal, state and local laws, rules, ordinances, regulations and all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.

20. Conflict of Interest.

The Designer warrants that it has complied with all provisions of law regarding the award of this Agreement and that it, or its employees, agents, officers, directors or trustees have not offered or attempted to offer any thing of any value to any employee of the City in connection with this Agreement.

The Designer further warrants that no employee of the City of Worcester, including unpaid members of City boards and commissions, serves as an officer, director, trustee or employee of Designer, and that no employees of the City of Worcester have or will have a direct or indirect financial interest in this Agreement.

Violation of this section shall be a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by the City without regard to any enforcement activities undertaken or completed by any enforcement agency. Termination of this Agreement pursuant to this section shall not waive any claims for damages that the City may have against the Designer resulting from its violation of the terms of this section.

21. Certifications Required by Law.

The Designer, by executing this document, certifies the following:

(a) 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 for design services;

(b) 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;

(c) 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 for design services 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; and

(d) with respect to contracts which exceed ten thousand dollars or which are for the design of a building for which the budgeted or estimated construction costs exceed one hundred thousand dollars, that the Designer has internal accounting controls as required by subsection (c) of thirty-nine R of chapter thirty of the General Laws and that the Designer has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R.

(e) that the Designer, and any consultant to or subcontractor for the Designer, represents, warrants and certifies that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes and all Ordinances and Orders of the City of Worcester relating to taxes, fees and charges, or is lawfully contesting the validity of the same. The Designer, and any consultant to or subcontractor for the Designer, further represents, warrants and certifies that it will remain in such compliance during the term of this Agreement, including any amendments or extensions hereto. Breach of any of these provisions shall be deemed a material breach which shall entitle the City to immediately terminate this Agreement pursuant to Article 12(A) and take any other action authorized by law to collect any amounts due the City.

22. Applicable Law.

The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

23. Rights Reserved.

The City reserves the right to change policy expounded herein due to policy changes dictated by Federal, State or Municipal agencies. The Designer agrees to comply with any and all regulations, rules or law of the U.S. Government, Commonwealth of Massachusetts or the City of Worcester that control, as may be issued from time to time.

24. Notices.

Any formal notices necessary under this contract shall be given by certified mail, return receipt requested, and addressed to the City at the City Manager, Room 306, City Hall, Worcester, Massachusetts 01608 and addressed to the Designer at the address appearing in the first paragraph of page 1 of this contract.

25. Severability.

If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

26. Headings.

The section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

27. Amendments.

This Agreement may be amended or modified only by a written amendment hereto duly executed by the parties.

28. Entire Agreement.

This Agreement contains the entire understanding of the parties and supersedes all prior agreements, representations, proposals and undertakings of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

RECOMMENDED:

DESIGNER

Christopher J. Gagliastro, Purchasing Director
DSB Chairman

By:
Title:

DEPARTMENT OF PUBLIC FACILITIES:

Julie A. Lynch
Chief

APPROVED AS TO FORM:

CITY OF WORCESTER

Deputy City Solicitor

Eric D. Batista
City Manager

I certify that funds for this Agreement are available
in Account No._____.

EXHIBIT A SCOPE OF WORK

1. **PHASE I: Feasibility study and Programming**

South Division Firehouse and Emergency Communications Facility

The Designer shall provide the following professional services relative to a new South Division Firehouse and Emergency Communications Center. The feasibility study should consider firehouse and emergency communication best practices, and as further identified in the RFQ, as well as the requirements necessary to serve operations as identified through the programming process, and any additional requirements identified by the City.

The Feasibility Study and Programming shall include a study of all alternatives including, but not limited to, a final design program, space summary, budget statement for Worcester Fire Department and Emergency Communications operations objectives and maintenance objectives, and a proposed total project budget.

Project objectives under consideration or required by the City include:

- *Sustainability and Net Zero Emissions requirements*
- *Identification of community concerns that may impact study options*
- *Identification of specific milestone requirements and/or constraints of the Fire Department including development of interior finishes standards for low maintenance and durability, temporary facility design and operations relocation;*
- *Gender neutral quarters and toilet rooms*
- *Accessibility*
- *Parking, traffic, biking and pedestrian access and safety enhancements*
- *Zoning HVAC and interiors to mitigate cross contamination*
- *Life cycle costs of operating the Facility, as it relates to future operational budgets*
- *US Green Building Council's LEED v4.2 Building Design + Construction (BD+C)*
- *CM-at-Risk Delivery Method*

EXHIBIT B
PROJECT SCHEDULE

1. Section 1(A), Phase I: Feasibility Study and Programming

The Designer shall complete the Phase I work within [] weeks from the issuance of a notice to proceed from the City and in accordance with the following schedule:

[PROJECT SPECIFIC]

EXHIBIT C
PROJECT FEE SCHEDULE

The City shall pay the Designer for services rendered for all Projects authorized under this Agreement in accordance with the procedures set forth in herein and in accordance with the following Project Fee Schedule.

1. Section 1(A), Phase I: Feasibility Study **\$**

EXHIBIT D
SUBCONSULTANTS

Name of Person/Firm

Discipline/Project Role

TAX CERTIFICATION

THE MASSACHUSETTS REVENUE ENFORCEMENT AND PROTECTION PROGRAM OF 1983
REQUIRES THAT THE FOLLOWING CERTIFICATION BE SUPPLIED IN ORDER TO CONTRACT WITH
THE CITY OF WORCESTER:

DATE: _____

Pursuant to Mass. G.L.c. 62C, Section 49A, I certify under the Penalties of Perjury that
the below listed corporate entity has, to my best knowledge and belief, filed all
Massachusetts State Tax Returns and paid ALL Massachusetts State and City Taxes
Required under Law.

Company Name

Street & No

City

State

Telephone No.

SOCIAL SECURITY NUMBER (if applicable) OR
FEDERAL IDENTIFICATION NUMBER:

Signature, Title

EXHIBIT C

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____
(name of corporation)
held on _____ Directors were present or waived notice,
(date)
it was voted that _____ of this company be and hereby is
(officer and title)
authorized to execute contracts and bonds in the name and behalf of said company, and affix its
Corporate Seal thereto, and such execution of any contract or bond of obligation in this company's name
shall be valid and binding upon this company.

A TRUE COPY, ATTEST:

[Signed]

[Company Name and Address]

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is the duly elected _____
(Name of Officer) (Title)
of said company, and the above vote has not been amended or rescinded and remains in full force and
effect as of the date of this contract.

Signature: _____

Name/Title: _____

Date: _____
(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS. _____, 2016

On this ____ day of _____, 2023, before me the undersigned notary public,
personally appeared _____, who proved to me through satisfactory
evidence of identification, which was/were _____, to be the person
whose name is signed on the preceding or attached document, and acknowledged to me he/she
signed it voluntarily for its stated purpose.

Notary Public

My commission expires: