

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

Date: December 17, 2025

To: All Prospective Proposers

Re: Request for Qualifications (DSB-2-W6) for Owner's Project Manager Services –

Vet. Tech. Expansion / WPS

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 **December 31, 2025** 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(s) involved in the project. The not to exceed fee amount is \$ 700,000.00
- 4. Proposals are to be submitted in eight (8) copies to the above address. Please include a PDF version on USB drive.
- 5. Questions 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.
- A pre-proposal meeting will be held at Worcester Technical High School (WTHS) on Monday, December 22, from 2:00 PM to 4:00 PM. All prospective bidders are encouraged to attend.

By:	·		
	Christopher J. Gagliastro, Mo	CPPO - Purchasing D	irector
	Chair, Designer Selection Bo	oard	

REQUEST FOR QUALIFICATIONS - OWNER'S PROJECT MANAGER SERVICES

City of Worcester

Worcester Public Schools: Worcester Technical High School and Tufts Veterinarian Tech Clinic Renovation

1. Introduction

The *City of Worcester* ("Owner" or "City") is seeking the services of a qualified, MCPPO certified, *Owner's Project Manager* (OPM) through a qualifications based process, as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFQ: to provide Project Management Services for the renovation of the *Tufts Vet Tech Clinic at Worcester Technical High School* ("Project").

The City is seeking Phase III, OPM services for the following Tasks:

Task I: Bidding Phase Task II: Construction Phase

Additional OPM services may be requested by the City for subsequent construction phases of a Ch. 149 project. An amendment to the original agreement will be processed for any additional service work.

The existing Worcester Public Schools, Worcester Technical High School V et Tech clinic is proposed to be renovated in 2026. Work includes renovation of an existing 9,100 square foot vocational shop area and an addition to create a new entrance for a new instructional veterinary clinic which is to be available to the public. The work includes the removal and relocation of existing equipment, demolition of interior partitions; modifications to existing fire protection, plumbing, HVAC and electrical systems; the construction of new interior partitions with new floor and ceiling finishes; the construction of a new 465 square foot addition with an exposed steel canopy; and associated site improvement work.

The work area is within a fully operational and occupied technical high school. Spaces directly adjacent to the work area will be occupied by staff and students during normal school hours and during after-hours programs. The contractors and all workers shall complete CORI checks through the Owner. All work shall be coordinated with the Owner so that there will be no disruptions to services in the building except during off hours, weekends, and vacation periods.

Project Address: Worcester Technical High School 1 Officer Manny Familia Way

Worcester, MA 01605

Work included beyond the Contract Limits: Protection and replacement of abutting sidewalks and roadways in public way, and on adjacent properties.

2. Background

Worcester Technical High School (WTHS) offers a nationally recognized Veterinary Assisting Program within its Allied Health and Human Services Academy. The program provides students with a unique opportunity to gain hands-on clinical experience while completing their high school education. In partnership with Tufts University's Cummings School of Veterinary Medicine, Worcester Tech operates the Tufts at Tech Community Veterinary Clinic, an on-site teaching facility that delivers affordable veterinary care to underserved communities in Central Massachusetts.

Students enrolled in the program work alongside Tufts veterinary faculty, certified veterinary technicians, and final-year Doctor of Veterinary Medicine candidates. This collaboration allows Worcester Tech students to participate in real clinical procedures, animal care, and client interactions, preparing them for careers in veterinary medicine or further study. The program also extends learning beyond small animal care, with opportunities to work with large animals at Green Hill Park and local farms, as well as exposure to exotic and wildlife species. The curriculum is NAVTA-approved (National Association of Veterinary Technicians in America), ensuring that graduates are eligible to sit for the Veterinary Assistant Exam during their senior year. Worcester Tech's program has produced alumni who have gone on to advanced veterinary studies, including graduates who have earned **Doctorates** ofVeterinary Medicine.

The program has received donations and grants to expand and modernize its facilities. This investment underscores the program's importance to the Worcester community and its role in advancing vocational and technical education in the Commonwealth of Massachusetts.

3. Project Description, Objectives and Scope of Services

The selected OPM shall coordinate all aspects of the outlined tasks. Upon completion of these tasks, additional scope may be added with subsequent OPM responsibility for the proposed renovation.

In addition to project administration, including overseeing the project budget and schedule, the OPM will be required to perform the following in coordination with the Owner:

- 1. Insuring the preparation of time schedules, which shall serve as control standards for monitoring performance of the renovation project development, evaluation and oversite of project schedule
- 2. Ensure that the General Contractor (GC) provides ongoing cost estimates at appropriate points based on agreement of the budget established at previously established benchmarks
- 3. Continually track estimates of construction, soft costs, direct purchase items, utility charges, and other FF&E required
- 4. Participate in design reviews and coordinate meetings with appropriate government agencies
- 5. Oversee value engineering studies and work with GC to develop alternative solutions for scheduling and budgeting purposes
- 6. Oversee weekly meetings with the Designer, Owner, and GC (when contracted) and produce minutes of these meetings
- 7. Assist in project evaluation including, but not limited to written evaluation of the performance of the design professional, contractors, and subcontractors.
- 8. Provide monthly executive summary to WPS Facilities of status of project including progress, schedule and budget updates, as well as critical path items.

4. Anticipated Schedule

See attached for anticipated project schedule.

Future Responsibilities:

- 1. Provide construction oversight
- 2. Provide independent review of critical shop drawings and details as may be required by the Owner
- 3. Work with the Owner to maintain a Proposed Change Order log to include both work within the GC contract and the supporting elements of the project
- 4. Evaluate claims, change orders, and pay applications on behalf of the owner
- 5. Assist the owner in procurement of trade contractors (when soliciting)
- 6. Oversee commissioning and resolution of punch-list items
- 7. Oversee construction materials testing services
- 8. Track and coordinate material lead times with the GC
- 9. Coordinate meetings with appropriate government agencies
- 10. Provide independent review of critical shop drawings and details as may be required by the Owner
- 11. Project closeout

Task 1: Bidding Phase

The Owner's Project Manager (OPM) will serve as the Owner's representative throughout the bidding process, ensuring that all procurement activities are conducted in a fair, transparent, and compliant manner. The OPM is responsible for guiding the Owner through contractor selection, safeguarding the Owner's interests, and maintaining alignment with project goals, budget, and schedule.

Task 1 Deliverables:

• Preparation of Bid Documents

Assist the Owner and design team in finalizing bid specifications, drawings, and contract requirements. Ensure bid packages are complete, accurate, and consistent with project scope.

• Pre-Bid Activities

Organize and lead pre-bid conferences and site visits. Respond to bidder inquiries in coordination with the design team and City Purchasing Division.

• Bid Evaluation

Assist in review of bids for completeness and responsiveness. Prepare addendum for posting of filed subbids results. Verify contractor qualifications, references, and financial stability.

• Recommendation & Award

Provide the Owner with a written evaluation and recommendation for contract award. Assist in negotiations, if required, to resolve discrepancies or secure favorable terms. Support the Owner in issuing formal award notices and contracts.

Task 2: Construction Phase

The OPM shall participate in all aspects of this construction project which includes, but is not limited to:

Task 2 Deliverables:

• Project Oversight & Coordination

Acting as the Owner's representative throughout all phases of construction. Coordinating between the Owner, architect/engineer, contractor, and other stakeholders. Monitoring compliance with contract documents, specifications, and regulations.

• Budget & Schedule Management

Reviewing and tracking project budgets, invoices, and change orders. Monitoring the construction schedule and reporting progress to the Owner. Identifying potential delays or cost overruns and recommending corrective actions.

• Construction Administration

Attending and leading regular project meetings. Reviewing critical shop drawings, submittals, and requests for information (RFIs). Observing construction activities to ensure quality control and adherence to design intent.

• Documentation & Reporting

Preparing written reports for the Owner on project status, issues, and resolutions. Maintaining records of correspondence, approvals, and project documentation. Assisting with preparation of final project close-out documents.

• Risk & Issue Management

Identifying and mitigating risks related to safety, logistics, and phasing. Advising the Owner on disputes, claims, or contractor performance issues.

• Final Acceptance & Close-Out

Overseeing punch list completion and final inspections. Ensuring delivery of warranties, manuals, and training for Owner staff and supporting Owner occupancy and transition into the renovated facility.

1. Minimum Requirements and Evaluation Criteria

Minimum Requirements:

In order to be eligible for selection, each Respondent must <u>certify in its cover letter</u> that it meets the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, may be rejected without further consideration.

Each Respondent must designate an individual who will serve as the Project Director.

- The Project Director shall be a person (i) who is registered as an architect or professional engineer and who has demonstrated at least five (5) years' experience in the supervision of design and construction of public buildings, OR (ii) who has at least seven (7) years of relevant experience in the construction and supervision of construction of buildings of a similar nature, and project size, and duration.
- Demonstrated experience managing public school building projects
- The respondent must hold a Massachusetts Certified Public Purchasing Official designation (MCPPO Certified)
- The respondent must have demonstrated experience in managing fast track or accelerated construction in projects of similar size and scope.
- The respondent must have demonstrated ability to manage projects constructed under the Massachusetts General Laws Chapter 149.
- The respondent must have experience serving as an Owners Project Manager for municipal government agencies and/or public bodies and be familiar with the procedures and processes that accompany any public project.

Evaluation Criteria:

The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following:

- 1. Project experience of the Respondent for public construction projects and academic and clinical facilities:
 - a. Documented responsibilities on previous, related projects, including projects managed, project dollar value, and schedule.
 - b. Satisfactory working relationship with architects/engineers and construction managers, and public bodies.
- 2. Working knowledge of the Massachusetts State Building Code, regulations related to the Massachusetts Architectural Access Board, and other pertinent requirements related to successful completion of the project.
- 3. Working knowledge of the Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws Chapter 149.
- 4. Management approach: Describe project staffing for the project and how the Respondent would put together an effective alliance; proposed project management systems; effective information

management; and examples of problem solving approaches to resolving issues that impact time and cost.

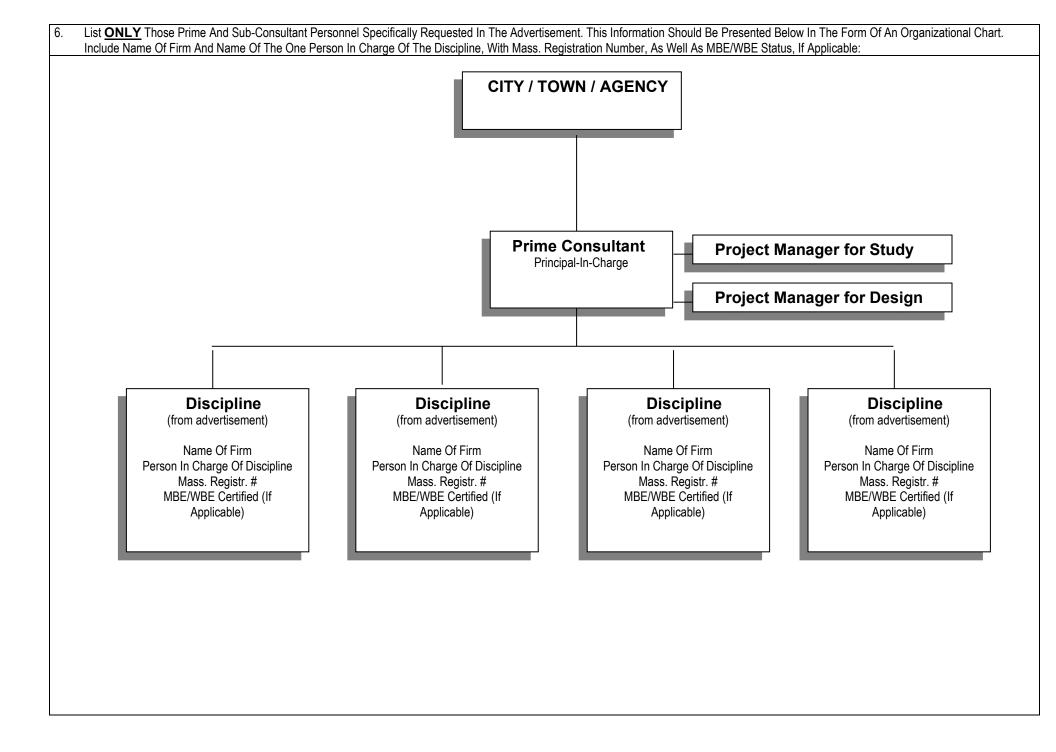
- 5. Key personnel: Provide an organizational chart and resumes for key individuals and describe how key personnel will work with other members of the Project Delivery Team. Describe the role and time commitment, experience and references for key personnel including relevant experience in the supervision of construction of projects that have been successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered.
- 6. Thorough knowledge and demonstrated experience with life cycle assessment and cost analysis, cost estimating, value engineering, and environmental impact analysis with actual examples of recommendations and associated benefits to owners.

The Owner reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion and may or may not, within its sole discretion, seek additional information from Respondents. The City may act as its own reference.

This Request for Qualifications, any addenda issued by the Owner, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-consultants identified in the response shall take place without the prior written approval of the Owner.

The selected Respondent(s) will be required to execute a Contract for Owner's Project Management Services in a form similar to the attachment in **Exhibit B**. and incorporated by reference herein. Prior to execution of the Contract for Project Management Services with the Owner, the selected Respondent will be required to submit to the Owner a certificate of insurance that meets the requirements set forth in the Contract for Project Management Services. Prior to execution of the Contract for Owner's Project Management Services, the fee for services shall be negotiated between the Owner and the selected Respondent to the satisfaction of the Owner. A not to exceed fee amount of \$ 700,000.00 has been established by the Owner.

Commonwealth of Massachusetts 1. Project Name/Location For Which Firm Is File Standard Designer Application	ling: 2. Project #
Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	This space for use by Awarding Authority only.
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	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): Email Address: Telephone No: Fax No.:	3. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) (2) SDO Certified Woman Business Enterprise (WBE) (3) SDO Certified Minority Woman Business Enterprise (M/WBE) (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) (5) SDO Certified Veteran Owned Business Enterprise (VBE)
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Per Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Admin. Personnel () Ecologists () Architects () Electrical Engrs. () Acoustical Engrs. () Environmental () Civil Engrs. () Fire Protection () Code Specialists () Geotech. Engrs. () Construction Inspectors () Industrial () Cost Estimators () Interior Designers () Drafters () Landscape ()	rson Only Once, By Primary Function Average Number Employed Throughout The Preceding 6 2 Total Number Holding Massachusetts Registrations): Licensed Site Profs. () Other () Mechanical Engrs. () () Planners: Urban./Reg. () Specification Writers () Structural Engrs. () Surveyors () () Total ()
5. Has this Joint-Venture previously worked together?	□ No



7.	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Applicant state on the Organizational Chart in Question # 6. Additional sheets should be provided in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies the	d only	as required for the number of Key Personnel requested in the Advertisement and they must be
а.	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: MBE WBE SDVOBE VBE	C.	Name and Address Of Office In Which Individual Identified In 7a Resides: MBE WBE SDVOBE VBE
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.	But Not wore 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 (Ir 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-	Sub-Consultant Name:						
a.	Project Name and Location		c. Client's Name, Address And Phone		Completion	e. Project Cost (In Thousands)	
	Principal-In-Charge	Services (Include Reference To Relevant Experience	Number. Include Name Of Contact Person		Or Estimated)	Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)							
(2)							
(3)							
(4)							
(5)							

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. **Total Construction Cost (In Thousands)** # of Total Projects: # of Active Projects: of Active Projects (excluding studies): Construction Costs **Completion Date** Phases Role Awarding Authority (Include Contact Name and (In Thousands) P, C, JV St., Sch., D.D., Project Name, Location and Principal-In-Charge (Actual or Estimated) Phone Number) Actual, Or C.D.,A.C.* (R)Renovation or (N)New Estimated If Not 1. 3. 4. 5. 6. 7. 8. 9. 10. 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.		, Double-Sided 8 ½" X	11" Supplementary She	ets Will Be Accepted. A		Your Firm And That Of Yo OURAGED TO RESPON		
	Be Specific -	- No Boiler Plate						
11.	Professional Liability Ins	surance:						
	Name of Company		Aggregate Amount		Policy Number		Expiration Date	
12.	Have monies been paid YES or NO. If YES, plea						and in excess of \$50,0	000 per incident? Answer
13.	Name Of Sole Proprieto	r Or Names Of All Firn	n Partners and Officers:					
	Name a. b. c.	Title	MA Reg #	Status/Discipline	Name d. e. f	Title	MA Reg #	Status/Discipline
14.	If Corporation, Provide N Name a. b. c.	Names Of All Members Title	s Of The Board Of Direct MA Reg #	tors: Status/Discipline	Name d. e.	Title	MA Reg #	Status/Discipline
15.	Names Of All Owners (S	Stocks Or Other Owne	rship):					
	Name And Title a. b. c.	% Ownership	MA. Reg.#	Status/Discipline	Name And Title d. e. f.	% Ownership	MA. Reg.#	Status/Discipline
16.	I hereby certify that the u Section 44 of the Genera The information contains	al Laws, or that the se	rvices required are limite	ed to construction manag	ement or the preparation		signer", as that term is , surveys, soil tests, co	defined in Chapter 7C, st estimates or programs.
	Submitted by (Signature) —				Printed Name and Title			Date

OCCUPANCY: Winter 2027

MILESTONE	DATE	NOTES
Owner/OPM Contract Executed	1/23/2026	
City of Worcester (COW) and OPM Review	2/06/2026	
Comments to LPA A		
LPA A Incorporate Review Comments into	2/20/2026	
Final Bid Package		
LPA A Provide Final Bid Package to COW	2/23/2026	
Bid Documents to Distributor	3/2026	COW Purchasing
Place Central Register, Comm Buys, Local	3/2026	COW Confirm
Paper ads.		
Bid Documents Available to Bidders	3/2026	COW Confirm
Pre-Bid Conference	3/2026	COW Confirm
Filed Sub-bid RFIs deadline	3/2026	COW Confirm
Filed Sub-bids due	3/2026	COW Confirm
GC Bid RFI's deadline	4/2026	COW Confirm
GC Bids due	4/2026	COW Confirm
Review bids	4/2026	COW Confirm
Award & Execute Owner/GC Agreement	5/2026	COW Confirm
Construction Begin	5/2026	10 months construction, starting
		Spring 2026
Substantial Completion	2/2027	
Equipment & FF&E Completion	2/2027	
Occupancy / Close Out	3/2027	

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DESIGN SERVICES AGREEMENT

This Agreement made th	is day of		by and between the City of Worcester, a
municipal corporation duly esta	blished under the l	laws of the Co	ommonwealth of Massachusetts (hereinafter
"City"), and		a Massachus	setts corporation having a principal place of
business at		4/4	(hereinafter "Designer").

WITNESSETH:

WHEREAS, the City seeks to obtain design services for the development of a master facilities study and plan for twenty-eight schools, including identification of critical maintenance, renovations, additions or building replacements over the next twenty years; 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 ; 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 conduct a comprehensive physical and programmatic assessment of the twenty-eight schools identified by the City and to prepare a long-term master facilities plan. The Designer's services shall be performed in accordance with Exhibit A. Scope of Work, attached hereto and incorporated herein by this reference.

2. Term.

The Designer shall perform the services required by this Agreement in accordance with the deadlines and schedule contained in Exhibit B, Project Schedule, attached hereto and incorporated herein by this reference.

3. Fee.

The City shall pay the Designer for all services performed pursuant to this Agreement an amount not to exceed

in accordance with the procedures set forth herein and in accordance with Exhibit C. Project Fee Breakdown, attached hereto and incorporated herein by this reference.

The above sum includes all labor, overhead, profit, transportation, and direct expenses. 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.

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 occurence/\$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. <u>Termination of Contract for Cause</u>. 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. <u>Termination for Convenience of the City of Worcester</u>. 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. <u>Termination Expenses</u>. 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 (I) 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 anything 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 I 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.

above written.	
RECOMMENDED:	ye
Christopher J. Gagliastro, Rurchasing Director DSB Chairman WORCESTER PUBLIC SCHOOLS:	By: Title:
Superintendent	
APPROVED AS TO FORM:	CITY OF WORCESTER
Deputy City Solicitor	City Manager
I certify that funds for this Agreement are available in Account No	
Administration & Finance	

EXHIBIT A SCOPE OF WORK

The Designer shall furnish the following services relative to the Project:

Task 1 - Project Definition

The Designer shall meet with the City to ascertain and develop a mutual a mutual understanding of the facility conditions assessment, educational program, space parity, flexibility, class size, and design enrollments. The Designer and City will establish project goals and set progress review meetings.

Task 2 - Facility Condition Assessment

The Designer shall obtain as much existing data (studies, plans etc.) as possible for the existing twenty-eight (28) buildings. The Designer's assessment team will meet with the facilities head at each building prior to conducting the assessment to understand current issues. The Designer shall tour each building to assess the current physical condition of the systems and finishes. The review will include Civil, Architectural, Mechanical, Plumbing Fire Protection and Electrical and will include a focus on—fire and safety regulation compliance; school safety and security; and emergency communications. The Designer shall identify building component and systems conditions and develop a list of building deferred maintenance issues. This process will include:

- Interviews with the Facilities Management Team and building occupants
- Identification of major and deferred maintenance issues including: urgent, short term and long term (5-10 year) items
- Report out using a Facility Condition Index (FCI) model
- · Cost estimate of identified issues

Areas for review will include but not be limited to: Building envelope; Mechanical / HVAC; Electrical; Plumbing. Fire Protection and accessibility.

Task 3 - Demographic and Enrollment Projections

The City will provide the demographic and enrollment projections. Designer shall review and evaluate the information provided to determine enrollment needs and requirements in increments of 5 years through the school year 2027.

Task 4 - Enrollment Programming and Capacity Analysis

The Designer shall conduct meetings and interviews / discussions with the City and educational leaders including the Superintendent, Principals, senior staff, and other key stakeholders to understand the program and pedagogy of the various departments and programs offered relative to Study schools. Designer shall develop program assessments based on projected populations for each school and make recommendations regarding capacities using the Massachusetts School Building Authority (MSBA) guidelines and program deliveries, which may identify needs for renovation, new construction and or consolidation of school facilities. MSBA's Summary of Spaces will be developed for each school. The evaluation will include PreK and after school activities. This work

will be conducted in the context of 21st Century teaching and learning methodologies and environments.

Task 5 - Community Use

The Designer shall evaluate current community use of facilities and future needs. This will be conducted with school department and school personnel as part of the interviews identified above.

Task 6 - Development of Options

The Designer shall propose up to three conceptual capital master plan alternatives that meet the needs for each school with respect to program and existing conditions requirements, size and location based upon enrollment projections. These shall comprise of options for: maintenance only; renovation and addition or new construction.

Task 7 – Conceptual Cost Models

The Designer shall develop a conceptual cost model for each planning option at each school, the cost model will include construction costs and indirect costs normally part of a Massachusetts school project.

Task 8 - 20 Year Capital Plan

Working with the leadership team, the Designer shall assist the City in selecting a preferred option and prioritizing the needs to develop a 20 year capital plan with timelines and costs. The Designer shall identify issues foreseeable beyond the 20 year period and advise where state reimbursement or other funding might be appropriate.

The plan will include recommendations for: urgent; short term and long term maintenance and capital needs by school.

Task 9 - Draft and Final Reports

The Designer shall incorporate all relevant information and recommendations into a draft report for comments and approvals. Upon receipt of comments, the Designer shall create a final report for distribution. Both versions will be in electronic format.

The Designer will attend up to 10 project meetings during the course of the study, up to 4 City/Community meetings and up to 4 meetings specifically for presentation development and preparedness. The Designer shall prepare documents for public presentations to the community, boards and committees.

EXHIBIT B PROJECT SCHEDULE

The Designer shall complete the tasks authorized by this Agreement within ten (10) months of the Notice to Proceed, and in accordance with the following schedule.

Time to Complete

Notice to Proceed	Early October, 2016
Gather Existing Documents	Early October, 2016
Kick Off Meeting	Mid October, 2016

Review of Demographics Early November, 2016

Facilities

Tasks

Facilities Assessments Mid-October, 2016 – Mid December,

2016 (includes maintenance estimating)

Educational Programming November, 2016 – January, 2017

Options Development January, 2017 – April, 2017

Options Cost Estimating April, 2017– May, 2017

Preferred Alternative May, 2017 – June, 2017

Report Development Throughout the Contract term

EXHIBIT C PROJECT FEE BREAKDOWN

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

Task

FEE

Task 1 — Project Definition: (1) project start up meeting, existing building photography, collection and copy all existing necessary drawings and studies

Task 2 — Facility Condition Assessment

Task 3, 4 & 5— Demographic and Enrollment Projections
Educational Programming and Capacity Analysis, Community Use
Includes (28) meetings at each school with stakeholder group, during this
time a confirmation of room uses, sizes and program will be completed for
capacity analysis

Program charts to determine number of spaces needed for increased population based on WPS master schedule, enrollment data and discussions with educators; MSBA Summary of Spaces form based on projected population

Task 6 through 9 — Development of Options. Cost models, 20 year capital plans and reports

Final report in electronic format; meetings as noted above for presentations and presentation development; coordination with cost estimator for options developed; preparation of PowerPoint presentations

Total Not to Exceed Amount:

Assumptions:

- City has existing conditions drawings for all 28 schools
- City will provide a list of Capital Repairs / Renovations /Investments conducted over the past 10 years as well as those currently in the planning

EXHIBIT D

SUBCONSULTANTS

Name of Person/Firm

Discipline/Project Role

None

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 State

Telephone No.

City

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

Signature, Title

CERTIFICATE OF AUTHORITY

At a duly au	thorized meeting of the l	Board of Directors of the
		(name of corporation)
	Directors were present	or waived notice,
(date)		
it was voted that		of this company be and hereby is
and an included	(officer and ti	
Corporate Seal there	eto, and such execution of and upon this company	in the name and behalf of said company, and affix its of any contract or bond of obligation in this company's name y.
		A TRUE COPY, ATTEST:
		[Signed]
		ICanana Nama and Addin al
		[Company Name and Address]
I hereby certify that	I am the	of the
- Horoey cornry and	(Title)	of the (Name of Corporation)
that		the duly elected
,	Officer) d the above vote has not of this contract.	(Title) been amended or rescinded and remains in full force and
	Signa	ture:
	Name	/Title:
		Date:
		Date: (Corporate Seal)
	COMMONWEA	ALTH OF MASSACHUSETTS
WORCESTER, SS.		. 2016
appeared	h was/were ding or attached docum	who proved to me through satisfactory evidence of to be the person whose name is tent, and acknowledged to me he/she signed it voluntarily
		Notary Public My commission expires:

CERTIFICATE OF AUTHORITY

At a duly authorize	ed meeting of the Board of Directors of the
	(name of corporation)
	tors were present or waived notice,
(date)	
it was voted that	(officer and title) of this company be and hereby is
authorized to execute cor	ntracts and bonds in the name and behalf of said company, and affix its its such execution of any contract or bond of obligation in this company's name
	[Signed]
	[Company Name and Address]
I hereby certify that I am th	of the
that	(Title) (Name of Corporation) is the duly elected
(Name of Office of said company, and the a effect as of the date of this	bove vote has not been amended or rescinded and remains in full force and
	Signature:
	Name/Title:
	Date:
	(Corporate Seal)
	COMMONWEALTH OF MASSACHUSETTS
WORCESTER, SS.	, 2016
appeared identification, which was	. 2016, before me the undersigned notary public, personally , who proved to me through satisfactory evidence of were, to be the person whose name is r attached document, and acknowledged to me he/she signed it voluntarily
	Notary Public My commission expires: