

# UNION STATION REGIONAL INTERMODAL TRANSPORTATION CENTER

Request for Qualifications  
**DESIGNER SERVICES**

*Issued by:*  
**Springfield Redevelopment Authority**  
**September 23, 2010**

**Bid No. 09-20100001**



*Submittal Deadline:*

**2 p.m. (EDT) Friday, October 22, 2010**  
**Springfield Redevelopment Authority**  
**c/o Office of Planning and Economic Development**  
**70 Tapley Street**  
**Springfield, Massachusetts 01104**

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**Appendix A. Standard Form of Contract for Designer Services**

**Appendix B. Required Forms/Certifications**

Form 1	On-Site Briefing Session Attendance Form
Form 2	Designer Selection Board Application Form
Form 3	Certification of Eligibility To Bid or Propose
Form 4	Acknowledgement of Standard Form of Contract and Applicable Clauses
Form 5	Certification of Non-Collusion
Form 6	Certification of Restrictions on Lobbying
Form 7	Tax Certification Affidavit
Form 8	Certification of Insurance Requirements
Form 9	Proof of Current DBE Certification, If Applicable
Form 10	Addenda Acknowledgement Form

**Request for Qualifications for  
DESIGNER SERVICES  
Union Station Regional Intermodal Transportation Center**

**Project:** Union Station Regional Intermodal Transportation Center

**Website:** [www.SpringfieldRedevelopmentAuthority.com](http://www.SpringfieldRedevelopmentAuthority.com)

**Location:** Frank B. Murray and Main Streets, Springfield, MA 01103

**Estimated Construction Cost:** \$53.7million

**Estimated Total Project Cost:** \$65.6 million

**Project Components:** Renovation of a 120,250-square-foot terminal building  
Demolition of a 93,000-square-foot baggage building  
Construction of a 139,000-square-foot bus terminal with two levels of parking above.

**Proposed Time Line:** Programming and Environmental Permitting Phase 2 months  
Design Phase 16 months  
Construction Phase 18 months

**Fee Proposal:** The fee for Designer Services will be negotiated.  
The not-to-exceed fee limit is \$ 4,200,000.

**1. NOTICE OF REQUEST FOR QUALIFICATIONS**

The Springfield Redevelopment Authority (“SRA”), acting through its Designer Selection Committee is seeking the services of a qualified and experienced design consultant team (hereinafter called “Applicant”) to provide architectural and engineering services for a transit-oriented development project at the Union Station Regional Intermodal Transportation Center, located on Frank B. Murray Street in downtown Springfield, Mass. These services are being sought in accordance with the Massachusetts Designer Selection Law and will be subject to applicable Federal law.

## **2. ON-SITE BRIEFING SESSION**

A non-mandatory pre-proposal site briefing will be held at 11 a.m. (EDT) on October 6, 2010, at Union Station, 55 Frank B. Murray Street, Springfield Mass. Please confirm attendance at this conference by submitting Form 1 at least 24 hours prior to the above date. NO TELEPHONE CALLS WILL BE ACCEPTED.

## **3. QUESTIONS**

Questions regarding this RFQ must be received in writing no later than 3 p.m. (EDT), October 8, 2010. Applicants may fax or e-mail their questions to the attention of Christopher Moskal, SRA Project Manager. The facsimile number is (413) 787-6524; e-mail is: cmoskal@springfieldcityhall.com. A response will be prepared and forwarded via e-mail in the form of an addendum to the RFQ within five (5) business days to all parties who have registered and requested the RFQ.

## **4. AGENCY OVERVIEW**

The SRA is a corporate and political body established by the City of Springfield and the Commonwealth of Massachusetts on June 24, 1960. It operates pursuant to Massachusetts General Laws, Chapter 121B. The broad development powers afforded to the SRA by Section 46 of Chapter 121B include the powers to buy and sell property; to acquire property through eminent domain; and to own, construct, finance and maintain an intermodal transportation terminal within an urban renewal project area.

Made up of a five-member governing board ("SRA Governing Board") -- four appointed by the mayor, and one by the director of the Massachusetts Department of Housing and Community Development (DHCD), the Springfield Redevelopment Authority is staffed by the City of Springfield, with the city's chief development officer serving as administrator of the SRA. The administrator is supported by staff from the city's Office of Planning and Economic Development, and Community Development and Law departments. Since its creation 50 years ago, the SRA has been involved in more than 35 urban renewal projects throughout the City of Springfield, including the largest one, the Court Square Urban Renewal Project, where Union Station is located.

## **5. PROJECT BACKGROUND**

Springfield's Union Station played a central role in the life of western Massachusetts' Pioneer Valley for half a century, and was especially busy during World War II. By the mid-1950s, however, transportation, settlement and economic patterns had begun to change radically as the nation moved from urban to suburban life, and transportation shifted from railroads to interstate highways. By the late 1970s, Union Station had closed and it has remained vacant since that time.

As noted, Union Station consists of two vacant buildings on Frank B. Murray Street: a three-story terminal building and a two-story baggage building. Constructed in 1926, both buildings are on the National Register of Historic Places. The terminal building comprises 120,250 square feet and sits on a 50,000-square-foot parcel, with access to Frank B. Murray Street and elevated track-side access. The baggage building comprises 93,000 square feet on a 53,000-square-foot parcel and is connected to the terminal building.

The SRA owns Union Station, including the former terminal and adjacent baggage building, as well as the site of the former Hotel Charles, which together make up the project site. The SRA acquired Union Station and the Hotel Charles in 1989 and 1990, respectively, as a result of the implementation of Amendment #5 to the Court Square Urban Renewal Plan. At that time, the amendment contemplated the renovation of the deteriorated Hotel Charles as housing, with ground-floor commercial uses, and the rehabilitation of the largely vacant Union Station for commercial reuse. Redevelopment efforts were initiated but never fully accomplished. In 1996, the Hotel Charles building was condemned after a fire and subsequently was demolished.

In June 2001, Amendment #7 to the Court Square Urban Renewal Plan was approved, specifically to support redevelopment of Union Station and development of the vacant, 34,000-square-foot former Hotel Charles parcel on the corner of Frank B. Murray and Main streets, into a regional intermodal transportation center.

Plans to redevelop Union Station as a regional intermodal transportation facility have been on the drawing board since 1997, and significant federal and state dollars have been earmarked to advance this project. A master planning process was started by the Pioneer Valley Transit Authority (PVRTA) in 1998 and a final master plan was completed in 2001. The plan envisioned a new Union Station as a regional transportation hub, housing Amtrak functions, regional and local bus facilities, travel agents, ticketing outlets, car rental and package express operations, and shuttle service to and from Bradley International Airport. In 2000, the PVRTA issued a Request for Proposals and selected a joint development partner for the project. This earlier plan called for approximately 200,000 square feet of renovated space -- including 65,000 square

feet of retail space and 60,000 square feet of office space in the terminal and baggage buildings – as well as 250,000 square feet of new development on the adjacent parcel.

Implementation of the initial Union Station master plan proved economically infeasible due to unrealistic market and project-operating expectations, unresolved commitments intended to facilitate a track-side location for bus berthing, and uncertainties about the financial viability of the proposed mix of office and retail space.

In June 2007, the PVTA and SRA jointly issued a Request for Qualifications, seeking services for the preparation of a new redevelopment plan, and chose HDR Inc., an award-winning consulting firm, from a field of seven applicants. The firm’s work included: assessing the current and projected market; calculating existing and projected rail and transit ridership; determining a favorable mix of economically viable facility uses; outlining a conceptual framework that can identify and resolve all outstanding legal and logistical issues; and then formulating a revised and updated redevelopment plan encompassing an aggressive implementation program and timetable.

The resulting plan for Union Station (Redevelopment Plan) was completed by HDR Inc. in October 2008 and is available at [www.SpringfieldRedevelopmentAuthority.com](http://www.SpringfieldRedevelopmentAuthority.com)

Under the plan, Union Station’s redevelopment into a regional intermodal transportation center would make it the region’s main such transportation center and the key regional interchange for high-speed, intercity and regional rail; regional and local bus service; and taxi service. The existing run-down rail terminal would become a modern public facility. Plans call for restoring the 120,250-square-foot main terminal building, and using the adjacent site of the former baggage-handling building and Hotel Charles on Main Street for construction of a 23-bay bus terminal with a 400-space public parking garage located on the upper levels. Office space would be provided for the PVTA and for the Pioneer Valley Planning Commission (PVPC). A day-care center would serve employees throughout the downtown area. Finally, the ADA-accessible facility would include space for private development in the form of transit-related retail and more office uses in the future.

By restoring and preserving Union Station’s architectural and historic character, the plan would achieve redevelopment that would catalyze revitalization of the surrounding neighborhood and downtown Springfield.

Prior efforts to redevelop Union Station were unsuccessful for a variety of reasons, but the common denominator was that the plans were not based on market realities. The 2008 HDR Redevelopment Plan took a grounded approach based on those realities -- as well as on well-

defined objectives, available funding and economic viability, and recommends a framework for success that respects these factors and meets related criteria.

The 2008 Redevelopment Plan was the result of an intensive year-long planning effort undertaken by the City, the SRA and the PVTA, working with HDR. Together, this team has produced a plan that resolves a number of the thorny issues that had plagued previous efforts. The HDR plan forms the basis for this RFQ, although it is envisioned that the project scope and certain design elements may be fine-tuned and possibly modified as part of the engagement. In addition, the build-out of certain tenant spaces within the building may be undertaken at a future date and/or funded separately.

## **6. PROJECT SCOPE**

The 2008 Redevelopment Plan prepared by HDR Inc. and endorsed by the SRA will serve as the basis for this project (Project) and will include:

- ***Restoration of the Terminal Building and its Central Hall.***

This facility will be the focal point of the intermodal transportation center. Its ground floor will be used primarily by Amtrak, high-speed/commuter rail, and PVTA and intercity bus operators for ticketing, baggage, and other operations. Passengers will be accommodated with a variety of waiting areas and eating, drinking and retail opportunities. Some ground-floor space also will be utilized for rental car, airport shuttle, taxi and other transportation operations. Additional space will be available for appropriate retail uses, such as a pharmacy. The upper levels of the terminal building will target transportation and office-related users.

The redevelopment program will include restoration and reactivation of the terminal building, with approximately 33,000 square feet for PVTA, Amtrak, commuter rail and intercity bus operating facilities; 58,000 square feet of transit-related retail and office space, including day care, PVTA administrative offices and a transportation conference center; and 30,000 square feet of commercial “Opportunity Space” for future economic development.

- ***Demolition of the baggage building and its replacement with a bus terminal and public parking garage.***

This part of the program will involve removal of the baggage building and construction of a combined bus terminal and parking garage structure on the site. A 70,000-square-foot terminal with 23 covered bays will be built (with four future expansion bays along



Frank B. Murray Street), providing sufficient capacity to cover the anticipated needs of PVTA and intercity bus operations for the next 30 years. A 400-space, two-level, public parking garage will be built above the new terminal, with its lower level to be used by transportation providers, passengers and the general public, and the upper level primarily oriented toward the office tenants occupying upper floors of the Union Station building and directly connected to that building. The corner of this structure at Main Street and Frank B. Murray Street will be wrapped with ground-floor retail, allowing opportunities for several small, street-oriented retailers.

- ***Reopening and restoration of the passenger tunnel to Lyman Street.***

The tunnel will be reopened and restored, enabling and inviting free flow from the activities at the Union Station building south to the Amtrak/commuter rail platforms and onward toward the center of Downtown Springfield.

- ***ADA upgrading of rail platforms for Amtrak and future intercity and high-speed rail service.***

The upgrade will include providing new stair and elevator access from the passenger tunnel up to the rail platforms, raising the platforms to be level with the train entrances, and doing all work associated with these changes such as installing new lighting and signage.

The functional programs are shown in the Redevelopment Plan on pages A.9 through A.16. The design consultant will be responsible for the preparation of detailed programs for all components.

The SRA currently is working with prospective transit (PVTA, intercity, Amtrak, etc.) and transit-related tenants (day care, planning agency, etc.) to reconfirm and update the initial program and space planning/occupancy requirements contained in the Redevelopment Plan. Any updated information or program changes will be provided to the selected designer.

The Union Station project has been classified by the Federal Transit Administration (FTA) as a "major capital investment" and the FTA will be assigning a Project Management Oversight Contractor (PMOC) to monitor it. The FTA also has required preparation of a Project Management Plan (PMP), the purpose of which is to clearly define the roles, responsibilities, procedures and processes that will result in the major project being managed so that it is completed:

- On time
- Within budget
- With the highest degree of quality
- In a safe manner for the individuals working on the project and for the traveling public, and
- In a manner that will foster and maintain public trust, support, and confidence in the project.

The SRA has submitted an initial PMP to the FTA in accordance with requirements set forth in 49 CFR 633.25 and FTA Project and Construction Management Guidelines. The initial PMP summarizes the project scope, quality, budget, schedule, and financing, both capital and operating. The PMP defines the objectives of the project, the methods and resources proposed for meeting those objectives, the overall management strategy including project control, and the responsibilities, authority, and measures of performance for all parties involved. Updated and maintained by the SRA, the PMP will serve as a guide for implementing the project and will document assumptions and decisions regarding communication, management processes, and overall project execution. The Union Station PMP is a living document and will be expanded and updated as necessary as implementation of the Union Station project progresses. The initial PMP will be provided to the selected designer, who will be expected to provide ongoing input into the document.

The SRA also has procured the services of an Owners Project Manager (“OPM”) as required by Massachusetts General Laws. On September 9, 2010, the SRA received six responses to its request for OPM services; a review committee established by the Governing Board of the SRA is evaluating those responses and will make a formal recommendation to the Governing Board. The OPM will be under contract prior to the execution of a contract with the designer. The OPM will represent the interests of the SRA in the design and construction of the Union Station Regional Intermodal Transportation Center. During the initial design phase, the OPM will prepare a Quality Assurance/Quality Control (QA/QC) Plan for the project in accordance with FTA’s Project and Construction Management Guidelines. The designer will be expected to provide ongoing input into the development and execution of the QA/QC Plan. As part of this requirement, the selected designer will be required to submit a copy of its Quality Assurance/Quality Control Plan, which will be incorporated into the project PMP.

In addition to the service of the OPM, the Massachusetts Department of Environmental Protection (MassDEP) has retained the services of TRC Companies, Inc.’s Licensed Site Professional (LSP) to undertake environmental site assessment activities. A summary of ongoing site assessment and planned remedial activities, which are expected to continue to be performed under separate contract, will be provided to the selected designer.

The selected designer will be expected to work with the OPM, LSP and other consultants and agencies in a manner that facilitates teamwork and results in an effective collaboration that maximizes efficiency and minimizes potential obstacles.

## **7. PROJECT BUDGET**

The total project cost was estimated by HDR in the Redevelopment Plan at approximately \$65.6 million (in 2010 dollars). A major portion of this cost (\$61.6 million) is for the transit-related facilities and the parking structure. The remainder (\$4 million) is for tenant fit-out of the “Opportunity Space” (non-transit retail and office rental space). An estimated \$61 million of funding is projected to be derived from the following sources: federal (FTA) and state public grant funds focused on transportation facilities; projected commuter-rail funding; state transportation bond funding; and an off-street parking grant. The balance of approximately \$4 million, necessary to complete the build-out of the Opportunity Space, could be financed by a loan or obtained through some other funding source, and may be undertaken at a later date by the end-users.

The Redevelopment Plan costs are in 2010 dollars, as noted, and as project planning advances, project capital and operating budgets will be refined and updated to ensure that capital improvements and ongoing operations are feasible, fundable and sustainable.

## **8. LIMITATION ON FUNDING**

The contract for Designer Services resulting from this RFQ will be subject to the availability of funds from SRA’s funding sources. This contract is contingent upon receipt of funds from the FTA, Massachusetts Department of Transportation (MassDOT), the Executive Office of Administration and Finance (ANF) and/or other sources. In the event that funding from these sources is eliminated or decreased, or any other funding issues arise, the SRA reserves the right to terminate the contract or modify it accordingly. Specifically, and without limitation, the SRA may contract for the Designer Services on a phased basis.

## **9. SCOPE OF SERVICES**

Services of the designer will commence upon the execution of a contract for design services with the SRA, in substantially the same format as the form of agreement attached hereto as Appendix A (Designer Contract). These services may be phased and will continue through the

construction phase until issuance of the final Certificate of Occupancy and completion of the project close-out phase.

In general, proposals will be based upon providing the required preconstruction planning, permitting, architectural, engineering, and construction administration services required to successfully execute the project. The Scope of Services of the selected designer also includes other services customarily performed by the designer, as required, for projects of similar type, scope, and complexity. The final work plan and fee will be negotiated with the selected consultant. The scope is divided into phases as described below.

The SRA anticipates that the project delivery method will be Construction Manager at Risk (CM). In the alternative, if the SRA determines to use a Design/Bid/Build delivery method, the Designer Contract will be amended. Unless specifically excluded, the designer’s basic services consist of the tasks described in the Designer Contract, including all investigative work (to the extent provided for in the Designer Contract), program and permitting, schematic design, and, at the SRA’s option, design development, preparation of construction documents, bidding period administration, construction administration, and other related work reasonably determined by the SRA as being necessary to meet the project’s stated scope and goals.

The total duration of the designer services, from the Programming and Environmental Permitting Phase through the approval of schematic design and completion of construction documents, inclusive of review and approval time, is **estimated** as follows:

<b>TENTATIVE DESIGN SCHEDULE</b>		
<b>Union Station Regional Intermodal Transportation Center</b>		
Programming and Environmental Permitting Phase	2	Months
Schematic Design Phase	4	Months
Design Development	4	Months
Construction Documents	6	Months
Bidding, Negotiations and Contract Finalization	2	Months
Construction Administration Phase	18	Months
Estimated Total Duration	36	Months

The durations of the Bidding and Construction Administration phases are estimates only. Actual durations may vary depending upon the agreed-upon construction method, the extent of

required document revisions, the time required for regulatory approvals, and the construction contractor's performance.

**Note - Such variances in estimated time will not, in and of themselves, constitute a justification for an increased Fee for Basic Services, nor are they a substitute for the performance time requirements shown below.**

The designer is expected to provide recommendations on the use and application of Building Information Modeling (BIM) for this project. Features of any BIM system proposed will be specifically addressed in the proposal. In addition, if BIM is utilized, the designer will be required to provide options to the SRA on how to apply the BIM system to the project and will make recommendations as to the best course of action.

Throughout the project, the designer will:

- Coordinate the work of all designers, engineers, consultants and sub-consultants, on the designer's design team (the "Design Team").
- Coordinate the work of the design team with the work of the CM/Contractor, the OPM and any other consultant retained by the SRA in connection with the project.
- Provide written recommendations regarding the selection of other required consultants and sub-consultants not included in the proposal, and, after securing proposals from no fewer than three (3) of each type of consultant and with the approval of the SRA, hire such consultants.
- Throughout the design process, provide life-cycle cost analysis of all major components and systems to assist the SRA and its OPM in decision making.
- Given the magnitude and complexity of the project, the multiple funding sources involved, and the interagency coordination required, the designer, in coordination with the OPM, will be required to participate in the updating, refinement and execution of the PMP throughout the development process.
- Prepare full and complete cost estimates at the end of the Programming, Schematic Design, and Design Development phases, and at the fifty percent (50%) and ninety percent (90%) stages of completion of the Construction Documents phase. The OPM (and as appropriate the CM) also will provide cost estimates at the Schematic Design, Design Development and Construction Document phases. All estimates will be provided in a form acceptable to the SRA. At the end of the Programming phase, the designer will evaluate any previously developed estimates that may be provided by the SRA. At the end of each succeeding phase, the designer, in conjunction with the OPM, and possibly with the Construction Manager (CM), will evaluate and compare estimates for that phase against the estimates completed during the previous phase as well as estimates provided by others. At the end of each cost estimate evaluation, the designer will

recommend and, with the SRA's approval, will implement appropriate actions to modify, correct, or value-engineer the design in order to avoid potential cost overruns.

- Provide all other basic services as described in the Designer Contract.

#### **A. Programming and Environmental Permitting Phase**

The Scope of Services will include an initial Programming and Environmental Permitting Phase. A conceptual overview of the program was provided in the Redevelopment Plan. During the Programming phase, the designer's Scope of Services will include, but not be limited to:

- Conducting a thorough review and analysis of the Redevelopment Plan and any other documents provided by the SRA In coordination with the OPM and the SRA.
- Reviewing and confirming the overall programming, functional requirements and assumptions used for generating the preferred alternative that forms the basis for the Redevelopment Plan. The architectural programming should establish minimum requirements for the project for such factors as: space requirements, space relationships, flexibility and expandability, special equipment and systems, site requirements and needs, circulation, building and zoning codes, building and site ADA requirements, etc.
- Recommending additions, revisions or deletions to the building program and preferred alternative to establish the basis of design prior to commencement of design work. Recommendations should take into consideration and include updated construction budget and schedule, O&M costs, and operating revenues as well as revised and updated circulation plans and floor plans.
- Advancing project environmental compliance and permitting activities necessary to implement the Redevelopment Plan and to secure and access funding from the FTA. This work should be specifically focused on the federal and state environmental permits needed to execute the Redevelopment Plan, including, but not limited to, documentation required to achieve National Environmental Policy Act (NEPA) and Massachusetts Environmental Policy Act (MEPA) compliance, such as Notice of Project Change, Environmental Notification Form, Environmental Assessment, Environmental Impact Statement, Section 4(f) and Section 106 reviews. Previous environmental permitting work and permits for the 2001 Union Station plan should be reviewed to determine if they can be utilized and new and/or amended permits should be sought. The designer will submit applications, meet with permitting agencies, schedule and conduct public hearings, and attend review meetings and hearings required by governmental authorities and others having jurisdiction over the project.

- Advancing the facade and exterior elevation plan from the Redevelopment Plan as well as developing a conceptual alternative façade and exterior elevation plan and seeking SRA approval of any preferred alternative.
- Meeting with anticipated users of Union Station to develop an understanding of their needs and to expand and add specificity to the program.
- Meeting with DEP/SRA’s Licensed Site Professional to review environmental site assessment and /or cleanup activities at the project site and integrating information on ongoing activities, recommended actions, and implications into the facility program.
- Advising the SRA and making recommendations regarding further investigations and analysis that may be necessary or desirable to complete prior to selection of the final facility program.
- Preparing a written final facility redevelopment program report, with recommendations and analyses developed by the designer, that contains, at a minimum: (1) updated facade and exterior elevation plan; (2) preliminary floor layouts and narratives to describe options for the project’s physical space layout; (3) diagrams and narratives to describe the project’s systems and major equipment, including the mechanical, electrical, plumbing, elevator, fire protection, security, telecommunications, and information technology systems; (4) a project permitting analysis and schedule; and (5) a first pass at the Leadership in Energy and Environmental Design (“LEED”) certification goals and strategies to achieve them.
- In conjunction with the OPM, developing a detailed cost estimate (including both hard and soft costs) and schedule for the project. The final facility program and the associated cost estimate and project schedule will be approved by the SRA prior to the commencement of schematic design services.

## **B. Schematic Design Phase**

During the Schematic Design Phase, the designer’s Scope of Services will include, but not be limited to:

- Developing a sufficient number of alternative schemes that accommodate the project’s full set of needs and final building program. It is intended that the Schematic Design phase be iterative and include a series of drawings, models, and narratives to present alternative workable scenarios, followed by working meetings with the users and the SRA to arrive at a fully refined design concept.
- Advancing required environmental and other regulatory permits and approvals as appropriate, e.g., NEPA, MEPA, Notice of Project Change, Environmental Notification Forms, Environment Assessments, Environmental Impact Statement, Section 4(f) and Section 106 reviews. The designer will advance permit applications, meet with

permitting agencies, and attend review meetings and hearings required by governmental authorities and others having jurisdiction over the project.

- Meeting with community groups, as necessary, to address the project's potential impacts on the community.
- Supporting the SRA's efforts to apply for and secure construction funding.
- Developing drawings and narrative descriptions of building systems including architectural, structural, mechanical, electrical, plumbing, fire protection, elevators, telecommunications, information technology, security and other relevant systems.
- Providing a comparative analysis of alternative systems, including a comparison of construction costs, maintenance costs, and other relevant factors, in order to provide the SRA with information adequate to assess the schematic design alternatives presented.
- Developing plans and diagrams showing access, circulation, service areas, and utilities.
- Developing detailed floor plans of all building levels, including layout of fixed and movable furnishings, in sufficient detail to demonstrate compliance with functional requirements.
- Developing exterior and interior building elevations and, where appropriate, cross-sections and three-dimensional views, as required to provide a full visual description of the schematic design alternatives.
- Preparing a thorough review and analysis of all environmental permitting and other regulatory approvals required for the project.
- Developing, in conjunction with the OPM, and possibly with the CM, a detailed project schedule and phasing strategy, outlining the time required to obtain all necessary permits and approvals, complete final design, award construction contracts, and complete construction.
- Preparing, in conjunction with the OPM, a detailed cost estimate and project budget for the recommended schematic design alternative.
- If a CM has been selected, meeting with the CM to review and reconcile project cost estimates and schedules, discuss project design and constructability issues, and assist the CM with other pre-construction issues.
- Preparing a Schematic Design phase deliverable that includes a written summary report and the work product prepared during that phase, including, but not limited to 2-D schematic drawings including detailed floor plans and elevations; preliminary specifications and coordinated BIM drawings; detailed code review and analysis; LEED certification analysis; energy model; detailed environmental permitting and regulatory approval report; comparative systems analysis; site plan and project schedule and budget.



## C. Design Development Phase

During the Design Development phase, the designer's Scope of Services will include, but not be limited to:

- Based upon the option selected during the Schematic Design phase, preparing design development documents consisting of 2-D drawings as required; coordinated BIM drawings; specifications and other documents that fix and describe the size, character and quality of the project, with respect to architectural, structural, mechanical, electrical and plumbing systems, materials and such other elements as may be appropriate, and that fully define the scope, quality, and quantities of all proposed project components.
- Undertaking a detailed code review of all proposed construction to ensure compliance with applicable building, fire, zoning, seismic and other codes such as the Americans with Disabilities Act (ADA), and a life safety plan indicating allowable area for construction type proposed, location of fire separation walls, means of egress paths, and required exit widths for doors, stairs and corridors.
- Preparing appropriate data and illustrations for all fixed furniture, fixtures, and equipment to be included in the construction contract, including specially designed items or elements, in such detail as necessary to develop interior layouts and configurations, and to indicate finished appearance and functional operation.
- Making recommendations as to colors, materials, and finishes not otherwise specified.
- Making recommendations with respect to long-lead-time procurement items and early-bid packages.
- Assisting the SRA, the OPM, and possibly the CM in the development of construction phasing strategies as necessary or appropriate.
- Preparing a mechanical, electrical, and plumbing systems "basis of design" document that defines the performance expectations and objectives for the MEP systems.
- Updating the LEED certification analysis and assigning responsibility for documentation of each applicable prerequisite and credit.
- Updating the project schedule and phasing strategy, incorporating the time required to obtain all necessary permits and approvals, to complete the final design, to bid the project, to award contracts, and to complete construction.
- Developing, in conjunction with the OPM and possibly with the CM, a detailed cost estimate for construction of the proposed design, including the equipment recommended for the project based upon quantity and unit costs.
- If a CM has been selected, meeting with the CM to review and reconcile project cost estimates and schedules, discuss project design and constructability issues, and assist the CM with other pre-construction issues.

#### **D. Construction Documents Phase**

During the Construction Documents phase, the designer's Scope of Services will include, but not be limited to:

- Preparing full and completely coordinated construction documents, based on the approved design development documents and any further adjustments in the scope, quality, construction budget, or schedule for the project authorized by the SRA. The construction documents will consist of: required 2-D drawings; coordinated BIM drawings; and specifications setting forth in detail the requirements for construction of the project, including, but not limited to, structural, mechanical, electrical, plumbing, fire protection, telephone/data requirements, and all other systems and equipment. The construction documents will include full and complete drawings and specifications that establish in detail the quantity and quality of all materials, systems, and equipment required for the Project.
- Preparing separate bid packages and related contract documents as established by the SRA and possibly the CM.
- Submitting the construction documents, cost estimates, and project schedule to the SRA for review and approval at the 50 percent (50%) and 90 percent (90%) stages of completion.
- Developing final construction document drawings and specifications for the project, including all bid documents and bid packages, upon approval of 90 percent of plans, cost estimates, and project schedules by the SRA.
- Assisting the SRA in connection with its responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.
- Developing at the completion of the Construction Documents phase a final update to the cost estimate and project budget. Assisting the SRA in the establishment of bid alternates, if required.
- Preparing and submitting to the U.S. Green Building Council (USGBC) required documentation in support of all design-phase LEED prerequisites and credits.

#### **E. Construction Administration Phase.**

During the Construction Administration Phase of the project, the designer's Scope of Services will include, but not be limited to:

- Performing all functions required to be performed by a registered professional designer under the Massachusetts State Building Code and other laws and regulations applicable to the project, such as prompt and timely shop drawing review, response to Request For Information (RFI's), participation in the change-order process, timely issuance of

bulletins, participation in monthly pay application review and approval process, substantial and final completion certification and project close-out and occupancy.

- Making site visits at least once a week, and at more frequent intervals as appropriate to the stage of construction, in order to become generally familiar with the progress and quality of the work. Documenting all site visits with a narrative of work in place and any observed deviations from the contract documents and/or the construction schedule
- Attending weekly job meetings, during which the designer will keep and distribute minutes.
- Reviewing and approving each requisition and supporting documentation for payment that is submitted to the SRA.
- Preparing, assembling and submitting to the USGBC required documentation in support of all construction phase LEED prerequisites and credits.
- Providing all other Construction Administration phase services set forth in the owner-designer contract.

## **F. Relationship with the Construction Manager**

The SRA intends to retain a CM at Risk. Under Massachusetts law, this approach requires the approval of the Office of Inspector General. If such approval is not obtained, if the SRA and the CM cannot agree on a Guaranteed Maximum Price, or if for any other reason the SRA does not engage a CM but rather proceeds under a design-bid-build approach, the designer shall provide the services set forth in this RFQ, adjusted as necessary and appropriate to take into account the use of a general contractor rather than a CM.

The SRA's procurement of a CM may occur at any time determined by the SRA after award of the contract to the designer. The designer's Scope of Services will include, but not be limited to:

- Assisting the SRA in developing a request for proposals for CM-at-risk services and obtaining and reviewing responses from applicants.
- Participating in a pre-proposal conference with prospective applicants, answering questions from prospective applicants, interviewing applicants, and assisting the SRA in selecting the CM and in awarding and preparing the construction contract.
- Coordinating the work of the designer's team with the CM during the CM's pre-construction phase of work to ensure that the CM plays an integral part in the project planning at the earliest practicable phase. The design and construction process is envisioned as a cooperative and coordinated team approach in which the SRA, the designer, and the CM will engage in early and continuous interaction to accomplish the project within the construction budget and project schedule. The designer will be required to work cooperatively with the CM and the SRA and to fully utilize the CM's services and resources to accomplish the design and construction of the project as efficiently as possible.

- Working with the CM by reviewing the design drawings and construction documents at each stage in the project (the “A/CM Review”). The A/CM Review will take into account quality of materials, systems, and equipment so that the design drawings and construction documents will result in a complete, fully functional, and efficient design with minimum life-cycle costs. The A/CM Review also will seek to eliminate areas of conflict and overlap of work to be performed by subcontractors and to identify and eliminate any gaps in design. The designer will interact with the CM to obtain information, estimates, options and recommendations regarding construction materials, methods, systems, phasing, and costs that will provide the highest-quality building within the project budget and schedule approved by the SRA.
- Interacting with the CM to develop phasing and project schedules that identify all major design-phase milestones and all significant project activities. With input from the SRA, the OPM and the CM, the designer will be required to provide schedule updates at the conclusion of each phase of work.
- Working with the CM to develop the most logical, competitive, seamless and distinct bid packages, with all scopes of work included in the packages and provisions for bid alternatives (deductive or additive) included in each bid package where appropriate.
- Participating in the negotiation of the guaranteed maximum price with the selected CM and in the preparation of all required documentation and contract documents.

## **G. LEED Design and Certification**

The project will be designed to meet LEED standards from the USGBC, with the goal of achieving LEED certification. The designer will provide at least one LEED Accredited Professional (LEED AP) to serve as the LEED team leader to develop and implement the LEED process for the project. In performing the Scope of Services, the designer will:

- Register the project with the U.S Green Building Council.
- Assemble a sustainable “Green Team” composed of members of the designer’s design team, the SRA, the OPM, the CM, and other project stakeholders (subject to the approval of the SRA), who will establish and implement the sustainable design goals for the project.
- Conduct a sustainable design charrette with the Green Team at the inception of the project to identify alternative sustainable design strategies and establish LEED goals for the project.
- Recommend to the SRA a plan for achieving the highest practicable level of LEED certification. This plan will include, but may not be limited to:
  - An analysis of the requirements to achieve each level of LEED certification (certified, silver, gold and platinum) including an explanation of why each LEED credit is or is not feasible or cost-effective.

- Measure the financial Return on Investment and estimate the cost differentials for alternative building designs and levels of LEED certification (silver, gold, platinum), including both the upfront capital costs to achieve gains in energy efficiency and other savings such as water conservation as well as future operating and maintenance costs.
- Perform the required calculations, conduct energy modeling, and collect the required information needed to meet the LEED prerequisites and credit requirements.
- Meet with the SRA to explain and discuss the energy model.
- Fully integrate the LEED process, goals, and budget into all phases of the design and construction documents.
- Submit appropriate documentation, including all required calculations, to the USGBC throughout the design and construction process.
- Prepare responses and submit additional documentation necessitated by comments or questions received from the USGBC after its review of the documentation submitted by the designer.
- Oversee all matters pursuant to the issuance (or denial) of certification, including any appeals that may be filed after either review period.
- Assist the SRA in the application for, and the administration of, any and all state, local and private-sector initiatives that may result in grant monies to be applied to the project's LEED initiative.
- Prepare drawings and specifications for inclusion in the contract documents that incorporate LEED requirements defining the CM's responsibilities and documentation responsibilities related to LEED certification.
- Assist the CM and oversee the required LEED certification activities during the Construction Administration phase.
- Prepare a final LEED certification report documenting the LEED rating the project achieved. This will include the LEED certification plan and certification documentation submitted and LEED certification reviews received from the USGBC, together with the specific LEED credits that the project is recognized as having received. The final LEED certification report will include a detailed summary of the SRA post-construction obligations with regard to the LEED-certified elements of the project, including any ongoing operations, maintenance, recertification, or other similar obligations.

The designer will be responsible for coordinating the delivery of all LEED and sustainable design services required on the project. The designer will perform such services in a timely fashion, as early in the project as practicable. This will allow the SRA to make decisions regarding sustainable design elements in the most efficient manner so as to not delay the project or cause the designer to re-render any services.

All LEED and sustainable design services necessary to obtain LEED “Silver for New Construction” certification will be included as basic services. If a higher level of LEED certification is selected by the SRA, any incremental services required of the designer will be performed as additional services on a negotiated fixed-fee basis. All LEED-related registration fees will be paid as reimbursable expenses.

## **H. Deliverables**

Deliverables will be provided by the designer as a part of the Scope of Services. For additional information regarding the required deliverables, please refer to the Designer Contract provided in Appendix A, which will be executed by the designer and the SRA without material modification.

All work products and/or deliverables prepared under the contract for these services will be owned by the SRA.

## **10. DESIGNER SELECTION REQUIREMENTS**

- A. The SRA will hire a qualified and experienced design consultant to provide architectural and engineering services for a transit-oriented development project at the Union Station Regional Intermodal Transportation Center.
- B. The RFQ has been duly advertised in the *Central Register* and the *Springfield Republican* and posted on the *Springfield City Clerk’s Bulletin Board* as indicated in Section 13.
- C. The SRA Governing Board has designated a Designer Selection Committee (DSC) to conduct the designer selection process consistent with its Designer Selection Procedures, and is available at the SRA's Website. The DSC will act on behalf of the SRA in reviewing, evaluating and ranking the applications. The fee for this work is to be negotiated by the SRA.
- D. The DSC may consult individuals familiar with each applicant regarding the applicant’s prior operations and developments or management projects, financial plan, experience and qualifications, or other matters, whether or not the specific individuals are identified in the RFQ response. Submission of a response to this RFQ constitutes permission for the DSC to make such inquiries, and authorization to third-parties to respond to them.

- E. The DSC reserves the right to waive minor informalities, to request additional information if necessary to clarify the information contained in the response, and/or to reject all responses received and to terminate the RFQ as may serve the best interests of the SRA.
- F. Applicants and any consultants proposed for use should be prepared to demonstrate, at a minimum, sufficient previous experience of the firm, individual and independent consultants as it applies to be considered for this project:
- Must possess all necessary current licenses and registrations, either within the firm or through independent consultants, to qualify under Massachusetts law to perform the function of the designer of the project within the meaning of M.G.L. Chapter 7, Section 38A½. A Massachusetts registered architect must be responsible for and be in control of the services to be provided pursuant to the contract.
  - Must possess knowledge of, and experience in, legal and administrative requirements, procedures, and practices related to the design, funding and construction of Massachusetts public building projects including the State Building Code and Massachusetts public building and procurement law.
  - Must have similar experience with projects of comparable scale, complexity and significance, including the technical expertise required to successfully complete the Scope of Work. Specifically, the application should demonstrate:
    - Experience with transit-oriented development projects that complement and enhance the transit system including passenger rail and bus service.
    - Experience with Massachusetts public bid process and public construction laws.
    - Experience integrating mixed-use projects with transit facilities and operations.
    - Experience working with transit/redevelopment authorities and operating effectively in the public arena.
    - Expertise in restoration and reuse of historic buildings.
    - Experience in project permitting at the local, state and federal levels.
    - Experience with sustainable design and the LEED process.
  - Must have a track record of successful past performance on similar projects, demonstrating an acceptable level of creativity, innovation, resourcefulness and positive outcome in the following areas:
    - Quality, clarity, completeness and accuracy of design concepts and studies.
    - Effectiveness meeting program requirements and functions within allotted budget.
    - Ability to meet allotted schedule for preparation of design and study documents.
    - Coordination and management of sub-consultants.
    - Completion of projects within established budget and schedule.
    - Good working relationships with consultants and owners.

- Must show strength and experience of the key personnel who will be dedicated to the assignment.
- Must have the ability to provide the deliverables and complete the assigned tasks in the timeframes provided.
- Must have references confirming the qualifications stated by the firm or firms.
- Must show evidence of the financial stability of the firm.
- Must address current total workload as it affects ability to perform this work, and availability of particular professionals.
- Must have evidence of insurance for general liability, automobile, workers' compensation and professional services liability, as required in Standard Form of Contract.
- Must submit required forms and certifications.

The DSC will seek evidence of practicality, creativity, attention to detail and follow-through, as well as technical competence. The firm shall have proven capacity to schedule work and predict its outcome. Change-request history and change-orders issues shall be considered in awarding the contract to the successful applicant.

Submission of a response to this RFQ shall constitute authorization for the DSC to ask for the substitution of sub-contractors or personnel for the project.

## 11. SUBMISSION REQUIREMENTS

- A. **Registration with SRA.** All applicants must register with the SRA to receive a copy of the RFQ on the SRA Website *prior* to proposal due date. Firms that do not register for this solicitation prior to application due date will be deemed to be non-responsive. Addenda will be issued only to firms that have registered for this solicitation.
- B. **General Submission Requirements.** One (1) *unbound* original, eight (8) bound copies of the proposal and a CD with a pdf version clearly labeled "SRA's Designer Services for the Union Station Regional Intermodal Transportation Center" must be furnished to the SRA at the following address:

Office of Planning and Economic Development  
70 Tapley Street  
Springfield, MA 01104  
ATTN: Christopher Moskal, Project Manager

**Proposals must be received no later than 2 p.m. (EDT), Thursday, October 22, 2010.**



The SRA assumes no responsibility or liability for late delivery or receipt of responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

Responses to this RFQ must correspond exactly to the format and required content listed in the section below. The applicant is required to clearly tab proposals in order to increase the fairness and efficiency of the review process. Responses that do not meet the required format may be rejected outright, or may be subject to a lower rating when evaluated. **Please also note: Excessively large proposals with unnecessary extra content are discouraged.**

- C. **Contents of Application.** To be considered, applicants must address each of the following requirements in a clearly labeled section of their response in the order given below, and should include at a minimum the following information:
1. Name, address and telephone number of the architectural firm, and the principal contact person. Applicant should indicate that it has read the RFQ and should note any exceptions to the RFQ.
  2. A background description of the company, including years in business and general experience.
  3. Resumes of key staff members who will be involved with the project, as well as names and categories of consultants that the designer intends to use. An organization table depicting the division of team member responsibilities should be provided. Massachusetts professional license numbers must be provided for all applicable disciplines.
  4. A list of all public projects undertaken by the applicant in Massachusetts in the past five (5) years, indicating the following information:
    - Location
    - Scope of involvement
    - References, including name, title and current contact information
    - Start date, projected completion date, and actual completion date
    - Approximate total project cost.
  5. A list of projects of comparable size and complexity completed within the past ten (10) years that would best illustrate qualifications for this project. Pertinent project data should be listed for each, including:
    - Location
    - Scope of involvement
    - References, including name, title and current contact information
    - Start date, projected completion date, and actual completion date

- Approximate total project cost.
6. Evidence of financial stability, including financial statements.
  7. List of all claims, including insurance claims and claims in litigation or adjudicatory process or settled, brought by or against the firm in the past five (5) years.
  8. Completed forms and certifications provided in Appendix B, including "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction - 2005".
  9. Confirmation that the applicant has a Quality Assurance/Quality Control Plan. The selected Designer will be required to submit a copy of its QA/QC plan prior to execution of the contract.
  10. Proposed enhancements to the Scope of Work presented herein.

## **12. SELECTION PROCESS**

All relevant information submitted by the applicants will be used to rank the submissions. Each response will be reviewed for completeness prior to evaluation. The DSC reserves the right, but will have no obligation, to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to this RFQ.

The DSC may require applicants to appear for an interview or to provide additional information to the committee. The committee will rank the applicants in order of qualification and transmit the list of ranked finalists to the SRA Governing Board.

If the SRA Governing Board is unable to negotiate a satisfactory fee with the first-ranked firm within 30 days, negotiations will be terminated with that firm and undertaken with the remaining firms in the order in which they were ranked by the DSC until an agreement is reached.

The selected designer will be required to enter into a contract with the SRA in substantially the same form as the Standard Form of Contract attached to this RFQ as Appendix A.

## **13. SELECTION SCHEDULE**

The following is the tentative schedule for the selection process. Please note, this schedule is subject to change by the Designer Selection Committee.

<b>TENTATIVE SELECTION SCHEDULE</b>	
<b>Designer Services – Union Station Regional Intermodal Transportation Center</b>	
<b>Date</b>	<b>Action</b>
September 22, 2010	Advertise RFQ in Central Register of the Commonwealth of Massachusetts, the Springfield Republican and post on the City Clerk’s Bulletin Board.
September 23, 2010 2 p.m. (EDT)	ISSUE RFQ
October 6, 2010	Advertise RFQ in the Springfield Republican and post on the City Clerk’s Bulletin Board
October 6, 2010 11 a.m. (EDT)	Non-Mandatory on-site briefing session
October 8, 2010 3 p.m. (EDT)	Deadline for submission of written questions
October 13, 2010 3 p.m. (EDT)	Anticipated date for responses to written questions
October 22, 2010 2 p.m. (EDT)	<b>RESPONSES DUE BY 2 p.m. (EDT)</b>
November 1-5, 2010	DSC meeting(s) to review submissions
November 8-12, 2010	DSC meeting(s) (interviews, rank finalists, prepare recommendation to the SRA Governing Board)
November 16, 2010	SRA vote on DSC recommendation
November 17-30, 2010	Negotiate with top-ranked finalist
December 6, 2010	Award contract/Publish in Central Register

NOTE - All meetings will be open to the public.

#### **14. FEE**

The SRA will negotiate the final proposed fee schedule with the top-ranked finalist. The cost of these services will not exceed \$4,200,000. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for increasing the designer’s fee.

#### **15. AVAILABLE DOCUMENTS**

The SRA has made the following documents available to prospective applicants on the SRA Website:

- Redevelopment Plan for the Union Station Regional Intermodal Transportation Facility, October 7, 2008.
- SRA Procurement Policies and Procedures for FTA Projects.
- SRA Designer Selection Procedures.

## 16. FEDERAL AND STATE REQUIREMENTS

The project will receive funding from the U.S. Department of Transportation, Federal Transit Administration, and the Commonwealth of Massachusetts, therefore the contract shall incorporate certain federal and state grant clauses (provided as Attachment D to the Standard Form of Contract located in Appendix A). Applicants are required to acknowledge that they have reviewed the Standard Form of Contract and the contract clauses as part of the required forms contained in Appendix B.

By submission of a response to this RFQ, the selected respondent agrees to comply with all applicable federal, state and local laws, rules and regulations, all as amended, in the performance of its contract with the SRA. The selected respondent acknowledges and agrees that the contract by and between the SRA and the selected respondent will include, without limitation, certain contract provisions required by federal law and/or by Massachusetts General Laws, Chapters 7, 30, 121B, 149 or 149A, all as amended. Such contract will be construed under, governed by, and enforced in accordance with Massachusetts law without regard to conflict of law or choice of law principles.

## 17. OTHER PROVISIONS

- A. **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 will be disregarded.
- B. **Waiver/Cure of Minor Informalities, Errors and Omissions.** The DSC 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 interests of the SRA and its beneficiaries.
- C. **Communications with the SRA.** The SRA's Procurement Officer for this RFQ is:

Name: Christopher Moskal  
Address: Office of Planning and Economic Development  
70 Tapley Street  
Springfield, MA 01104  
Telephone: (413) 787-6020  
Facsimile: (413) 787-6524  
E-mail: cmoskal @springfieldcityhall.com

Applicants that intend to submit a response are prohibited from contacting any of the SRA's staff other than the Procurement Officer. An exception to this rule applies to applicants that currently do business with the SRA, but any contact made by them with staff members other than the Procurement Officer must be limited to that business, and must not relate to this RFQ. In addition, such respondents will not discuss this RFQ with any of the SRA's consultants, legal counsel or other advisors.

***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

- D. **Costs.** The SRA will not be liable for any costs incurred by any applicant in preparing a response to this RFQ or prior to entering into a contract with the SRA.
- E. **Withdrawal of Proposal.** Proposals may be withdrawn by written request received by the Redevelopment Authority at any time prior to the deadline for proposals. No withdrawals or resubmissions will be allowed after the deadline.
- F. **Rejection of Responses, Modification of RFQ.** The SRA reserves the right to reject any and all responses if it determines, within its own discretion, that it is in its best interests to do so. This RFQ does not commit the SRA to select any respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The SRA also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. An applicant may not alter the RFQ or its components.
- G. **Subcontracting and Joint Ventures.** Applicants intending to subcontract or enter into a partnership or joint venture with other firm(s), individuals or entities must clearly describe the relationship in the response.
- H. **Contract Eligibility.** Any applicant whose name appears on the U.S. Comptroller General's list of ineligible contractors will be considered an ineligible respondent.
- I. **Validity of Response.** Submitted responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

- J. **Notification of Contract Award.** The SRA is in the process of securing federal and state funds to undertake the work requested by this RFQ. Therefore, written notification of contract award to the successful respondent and issuance of a notice to proceed are contingent upon receipt of these funds.
  
- K. **Amendments to the Contract.** The SRA reserves the right to negotiate mutually acceptable amendments to the contract arising from the RFQ, in particular with respect to the addition of services consistent with services solicited by the RFQ. The right to negotiate mutually acceptable amendments applies for the term of this contract and any extensions.
  
- L. **Disadvantaged, Women and Minority Business Enterprises.** The SRA is committed to the utilization of disadvantaged (DBE), women (WBE) and minority (MBE) business enterprises as vendors, suppliers, and contractors in all aspects of procurement and contracting to the maximum extent feasible. In furtherance of this commitment and in compliance with federal and state funding requirements, the SRA has set the following DBE, MBE and WBE goals for this procurement:

DBE	3.1	%
MBE	8	%
WBE	4	%

In accordance with the federal regulations, work done by an MBE/WBE cannot be counted as DBE participation. Only certified DBEs are eligible for the benefits of the federal program.

DBE, MBE and WBE firms, at both the prime contractor and subcontractor levels, are encouraged to respond to this solicitation notice. The proposer should include the schedule of any DBE participation.

Any firm that represents itself as a DBE will be required to provide a valid certification from the Commonwealth of Massachusetts, State Office of Minority and Women’s Business Assistance, or it will not be allowed to so represent itself. The form contained in Appendix B will be used to meet the DBE requirement of this section.

In addition, applicants seeking MBE or WBE consideration in the evaluation process must be certified by the State Office of Minority and Women’s Business Assistance, as an MBE or WBE prior to the proposal submission date and must certify such in its application.

When using a DBE, WBE and/or MBE, the prime contractor must pay DBE, MBE and/or WBE subcontractors for satisfactory performance of their contracts no later than 15 days from

the receipt of payment made to the prime contractor. Prompt return of retainage payments will be made from the prime contractor to the subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment between parties may take place only for good cause, with the SRA's prior written approval. If the prime contractor determines the work to be unsatisfactory, it must notify the SRA immediately, in writing, and state the reasons. Prime contractors and subcontractors will be required to use approved alternative dispute resolution mechanisms to resolve payment disputes. The prime contractor will not be reimbursed for work performed by subcontractors until the prime ensures that subcontractors have been promptly paid for the work performed. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

M. **Bid Protests.** The bid protest policy is provided in the SRA's Procurements Policies and Procedures for FTA Projects available on the SRA's Website at [www.SpringfieldRedevelopmentAuthority.com](http://www.SpringfieldRedevelopmentAuthority.com)

**Appendix A**  
**Standard Form of Contract for Designer Services**

**SPRINGFIELD REDEVELOPMENT AUTHORITY  
UNION STATION REGIONAL INTERMODAL  
TRANSPORTATION CENTER PROJECT  
CONTRACT FOR DESIGN, ENGINEERING, PERMITTING AND  
CONSTRUCTION ADMINISTRATION SERVICES**

Springfield Redevelopment Authority is the Awarding Authority.

**Project Title/Project Location: Union Station Regional Intermodal Transportation Center  
Frank B. Murray and Main Street  
Springfield, MA 01103**

**Authorized Representative of Awarding Authority:** Armando Feliciano, Chair

This Contract ("Contract") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Awarding Authority identified above with a principal place of business at 70 Tapley Street, Springfield, MA 01104 and

\_\_\_\_\_, a \_\_\_\_\_ with a principal place of business at \_\_\_\_\_, hereinafter called the "Designer."

[Designer's Telephone Number: \_\_\_\_\_ Designer's Fax Number: \_\_\_\_\_]



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## ARTICLE 1: DEFINITIONS

**Approval; Approved:** A signed written communication from the Authorized Representative of the Awarding Authority to the Designer expressing the Awarding Authority's approval of services or documents prepared by the Designer, which approval shall not relieve the Designer from any of its professional responsibilities under this Contract; item with respect to which such written approval has been given.

**As-Built Drawings:** All Drawings, Specifications, Approved shop drawings, catalogue cuts and other items bearing markings or containing information provided by the construction manager or general contractor to indicate construction details and changes made during the construction period.

**Attachment A:** Attachment A, attached hereto and incorporated herein by reference, is the Scope of Services for this Contract.

**Authorized Representative:** The Authorized Representative of the Awarding Authority is the person named as such on page 1 of this Contract or such other person or persons as the chief executive officer of the Awarding Authority may designate in writing.

**Awarding Authority:** The Awarding Authority named on page 1 of this Contract.

**Basic Fee:** The Basic Fee is the Designer's fee specified in Article 5 of this Contract.

**Basic Services:** All services required to be performed by the Designer under this Contract except those for which reimbursement is made or provision for additional compensation provided for under Articles 6 and 7.

**CM At-Risk Delivery Method:** A construction method wherein a construction management at risk firm provides a range of preconstruction services and construction management services which may include cost estimation and consultation regarding the design of the Project, the preparation and coordination of bid packages, scheduling, cost control, and value engineering, acting as the general contractor during the construction, detailing the trade contractor scope of work, holding the trade contracts and other subcontracts, prequalifying and evaluating trade contractors and subcontractors, and providing management and construction services, all at a guaranteed maximum price in accordance with the provisions of M.G.L. c. 149A.

**Construction Contract:** One or more contracts between the Awarding Authority and a construction manager (CM) or general contractor for the construction of the Project.

**Construction Cost:** The cost of constructing the Project inclusive of all designed construction, demolition, and renovation work, all supportive and preparatory construction work required for the Project, all general contractors, subcontractors, suppliers, materials, equipment, general conditions, insurance, overhead and profit and all other allowances. The Construction Cost includes change orders during the construction administration phase of the Project.

**Construction Cost Estimate:** The written estimate of the Construction Cost of the Project prepared by the Designer at various phases of the Project on the basis of the *Uniformat II Elemental Classification for Building Specifications, Cost Estimating and Cost Analysis* dated October 1999 published by the U.S. Department of Commerce NIST to the level of detail specified in this Contract. The following contingencies are included in the Construction Cost Estimate: estimating, phasing and temporary work, and escalation. The term also includes

the final cost estimate that the Designer is required by this Contract to prepare in *MasterFormat* (2004 edition) published by the Construction Specifications Institute.

**Consultant:** A subcontractor of the Designer.

**Contract:** This Contract for Designer's Services.

**Contract Schedule:** A critical path management or Gantt schedule for the activities of the Designer and its Consultants required by this Contract.

**Estimated Construction Cost:** The Construction Cost as estimated in the Construction Cost Estimate prepared by the Designer at various phases of the Project to the level of detail and in the format specified in this Contract.

**Fixed Limit Construction Cost:** The maximum Construction Cost established by the Awarding Authority as set forth in the Scope of Services.

**Gross Floor Area:** The total floor area of the Project buildings measured using the perimeter dimensions of the building shells and calculated in accordance with the *ASTM International Standard Classification for Building Floor Area Measurements for Facility Management*.

**Laws:** Applicable statues, acts, rules, regulations, requirements, orders, directions, ordinances, judgments, decrees, and injunctions of or by the United States of America, the Commonwealth of Massachusetts; and any political subdivisions of either of them; and any agency, department, commission, board, bureau, or instrumentality of any of them.

**Neutral:** An impartial third party not having an interest in the Awarding Authority, Designer, any construction contractor on the Project, or the Project.

**Notice to Proceed:** A written communication from the Authorized Representative of the Awarding Authority directing the Designer to perform services for the particular phase of the Project as set forth in such communication.

**Owner's Project Manager:** A professional consultant or professional construction manager hired by the Awarding Authority pursuant to M.G.L. c. 149, s. 44A1/2 or otherwise to work with the Designer as the owner's representative on the project to ensure an optimum project including construction quality, cost control, and schedule control.

**Permits:** Governmental, quasi-governmental and other necessary permits and approvals, including the filing of notices or information with governmental or quasi-governmental entities and authorities, that are necessary for the implementation of the Project at the site. The term "Permits" shall include permits and approvals from utility companies and also include permissions, approvals and consents by private parties necessary for the design and construction of the Project, such as an approval by a landlord or other holder of an interest in the Project site.

**Program:** The program described in the Study.

**Project:** The Project identified on Page 1 of this Contract.

**Qualified Testing Laboratory:** A testing laboratory licensed by the Commonwealth or otherwise qualified to perform specific analyses of samples.

**Record Drawings:** The Drawings prepared by the Designer and its Consultants pursuant to this Contract which incorporate the changes made during the construction period and which incorporate information from the marked-up prints, As-Built Drawings and other data furnished by the general contractor and subcontractors.

**Resident Engineer:** The on-site representative of the Awarding Authority for the Project.

**Schedule of Values:** A schedule prepared by the Designer and Approved by the Awarding Authority that allocates the payments of the Basic Fee to various milestones in the performance of the Designer's Basic Services, which schedule shall be consistent with the percentages specified in Section 8.2.

**Study:** The 2008 Redevelopment Plan for Union Station prepared by HDR.

## **ARTICLE 2: RESPONSIBILITIES OF THE AWARDING AUTHORITY**

**2.1 Approvals.** The Awarding Authority shall without unreasonable delay either i) render to the Designer any Approval required by this Contract, or ii) notify the Designer in writing why such Approval is being withheld. The Awarding Authority shall not unreasonably withhold any Approval, acceptance, or consent required under this Contract.

**2.2 Payment.** For performance of the Designer's obligations under this Contract, the Awarding Authority shall compensate the Designer in accordance with the provisions of Articles 5, 6, 7, 8, and 9 of this Contract.

**2.3 Surveys and Data.** The Awarding Authority shall furnish to the Designer the Study and existing and available surveys of the Project's building site or sites, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the site or sites; reports from any borings, test pits; chemical, mechanical or other tests; photographs and information as to water, sewer, electricity, steam, gas, telephone and other services; and data and drawings regarding existing buildings. All items and data provided to the Designer by the Awarding Authority shall remain the property of the Awarding Authority or the Public Entity. The Designer may use items and data provided by the Awarding Authority only for the purposes of this Contract, unless the Awarding Authority shall give the Designer specific written permission for some other use. The Awarding Authority does not guarantee nor does it make any express or implied warranties concerning the accuracy of any such information furnished to the Designer.

**2.4 Construction Contract Procurement.** The Awarding Authority shall follow the process for using the CM At-Risk Delivery Method or shall reproduce, advertise and distribute the bid documents necessary for the competitive procurement through the design-bid-build method of the Construction Contract, in either case, with the assistance of the Designer as provided in Section 4.3 of this Contract.

**2.5 No Waiver.** The Awarding Authority's review, Approval, acceptance of, or payment for, any of the services furnished by the Designer shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the

performance of this Contract. The Awarding Authority's Approval shall not in any way relieve the Designer from performing all work required under this Contract in accordance with the standard of care set forth in Section 3.3 herein.

- 2.6 Right to Rescind Approval of Consultant.** The Awarding Authority may rescind the Awarding Authority's prior consent to a Consultant if a Consultant or subcontractor is incompetent, irresponsible or otherwise unsatisfactory, and the Designer shall remove such Consultant or subcontractor from the work. If a Consultant is so removed, the Designer shall provide another Consultant with similar credentials and qualifications (including but not limited to MBE/WBE) that meets with the Approval of the Awarding Authority. The removal of such Consultant or subconsultant shall not relieve the Designer from its responsibilities for services of its Consultants and subconsultants under this Contract.

### **ARTICLE 3: DESIGNER'S BASIC SERVICES -- GENERAL**

- 3.1 General.** The Designer shall perform professional services in accordance with the terms of this Contract and the Scope of Services set forth in Attachment A. In the case of conflict between the terms of this Contract and any of the provisions incorporated herein by reference, the provisions of this Contract shall control. The Designer shall be responsible for the professional accuracy and coordination of all designs, drawings, specifications, cost estimates, and other services and submittals furnished by Designer and by its Consultants in accordance with the standard of care set forth below in paragraph 3.3. The Basic Fee shall compensate Designer for all of Designer's obligations specified in this Contract except as otherwise specifically provided herein.
- 3.2 Staffing; Time of Essence.** The Designer's personnel who shall provide services under this Contract are those listed in Attachment B. The Designer shall provide sufficient personnel to complete the services required by this Contract in a continuous and timely manner, and shall meet the Approved Contract Schedule agreed upon in accordance with Section 4.1 of this Contract. Construction documents shall be completed \_\_\_\_ days after the date of this Contract. Time is of the essence of this Contract.
- 3.3 Standard of Care.** The Designer agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice.

- 3.4 Compliance With Executive Order 484 – [Leading By Example – Clean Energy and Efficient Buildings].** As part of the Basic Services of the Contract, Designer is required to provide professional services necessary to meet the requirements of Executive Order 484. Provided, however, that the submission of documentation necessary to demonstrate compliance with Executive Order 484 shall be considered a reimbursable expense in accordance with Section 7 herein.
- 3.5 Quality Assurance/Quality Control.** Upon execution of the Contract, the Designer shall submit to the Awarding Authority a written description of the quality assurance procedures the Designer will implement in the performance of all services required under this Agreement. The Designer shall identify individual(s) responsible for bid document review and cost estimating, as well as methods utilized to determine the completeness, accuracy, and coordination of drawings, specifications, cost estimates, and other data and documentation.
- 3.6 Fixed Limit Construction Cost.** The Designer shall determine the materials, equipment, component systems and types of construction included in the design of the Project so that it may be awarded within the Fixed Limit Construction Cost without alternates (unless Approved by the Awarding Authority) and without allowances of any nature. Such determination shall be subject to the Approval of the Awarding Authority which shall not be unreasonably withheld. If the Awarding Authority has appointed a construction manager or an independent cost estimator for the Project, the Designer shall validate its Construction Cost Estimates with such person. Construction Cost Estimates shall be subject to the Approval of the Authorized Representative. The decision of the Awarding Authority shall be final in matters pertaining to this section but the Designer shall not be responsible for any decision by the Awarding Authority that is inconsistent with generally accepted standards of professional practice provided that the Designer shall have advised the Awarding Authority in writing of the inconsistency at the time of the Approval. If within three (3) months after approval of Construction Documents, in final form, the bids of the lowest responsible and eligible bidders or lowest the Guaranteed Maximum Price proposal in response to an RFP for a CM At-Risk exceeds the Fixed Limit Construction Cost, the Designer shall, if so instructed in writing by the Awarding Authority, provide such revised construction drawings and specifications and Construction Cost Estimates as the Awarding Authority shall require for the purpose of bringing the cost within the Fixed Limit Construction Cost; provided that Designer may in connection with such revision make reasonable adjustments in the scope of the project subject to the written approval of the Awarding Authority, which approval shall not be unreasonably withheld. The Designer shall not be paid additional compensation for such services.
- 3.7 Designer to Evaluate Surveys and Data.** The Designer shall analyze and evaluate the information furnished by the Awarding Authority pursuant to Section 2.3 above. If items or data of the type identified in Section 2.3 are not available or are, in the



reasonable opinion of the Designer, insufficient to permit the Designer properly to perform its services hereunder, the Designer shall submit a written request to the Awarding Authority for permission to obtain the services of one or more Consultants to perform the necessary services, in which case unless the services are included in the Scope of the Contract, the Designer shall be reimbursed in accordance with Article 7 (Reimbursable Costs and Expenses), or to perform the services with the Designer's own employees, in which case the Designer shall be compensated in accordance with Article 6 (Additional Services; Additional Compensation). In no case shall the Designer commence or authorize a Consultant to commence such services without the prior Approval of the Awarding Authority.

- 3.8 Employment of Consultants.** The Designer shall contract with appropriate consultants as agreed upon with the Awarding Authority as part of Basis Services. The Designer shall be responsible to the Awarding Authority in accordance with the standard of care and for the coordination and supervision of such work. Consultants shall be registered in Massachusetts in their respective disciplines if registration is required by the applicable Laws. The Awarding Authority shall have the right to request increased levels of service or an increase in the scope of services from Consultants provided an appropriate increase in compensation is agreed upon. If the Awarding Authority directly employs an independent cost estimator, Owner's Project Manager, and/or other consultant(s), the Designer and its Consultants shall work directly with the Awarding Authority's consultant(s) to ensure that optimum cost, scheduling, and ease of construction objectives are met.
- 3.9 Approval of Consultants.** Except as specifically provided in this Contract, the Designer shall not employ Consultants, or sublet, assign or transfer any part of its services or obligations under this Contract without the prior Approval of the Awarding Authority. The Designer shall provide the Awarding Authority with complete copies of its contracts with each of its Consultants within 14 calendar days of the execution of such contracts.
- 3.10 Consultants Barred from Construction Work.** The Designer shall not employ in any element of design, specification, estimating, evaluation or other work under this Contract any person or firm that expects to be a bidder, subcontractor or supplier for the construction of the Project or any part thereof. The Designer shall obtain from every Consultant a written representation that such Consultant is aware that it is prohibited from serving as a bidder, subcontractor, or supplier for the construction of the Project or any part thereof.
- 3.11 Prompt Payments to Consultants.** The Designer shall, within 14 calendar days after receiving payment from the Awarding Authority, either make payment to each Consultant whose work was included in the work for which such payment was received or notify the Awarding Authority in writing of the reason why such payment is not being made within such time period.

**3.12 Proprietary Items.** Whether or not the Awarding Authority uses the CM At-Risk Method, the Designer, Designer's employees and Consultants shall adhere to the provisions of M.G.L. c. 30, § 39M.

In any event, the Designer shall refer to the law and consult with the Awarding Authority for procedures regarding proprietary items. The Awarding Authority may waive the provisions of this law for "*sound reasons in the public interest.*" No such waiver shall bind the Awarding Authority unless made in writing and executed by the Awarding Authority.

**3.13 ADA, Handicap Access and Nondiscrimination Laws.** Consistent with the standard of care and practice stipulated in Section 3.3 above, the Designer shall perform its services under this Agreement in strict compliance with all Laws relating to architectural accessibility, including without limitation, the applicable sections of the Americans with Disabilities Act of 1990 ("ADA", 42 U.S.C. sections 12101 et. seq.), the ADA Accessibility Guidelines for Buildings and Facilities ("ADAAG"), and the regulations of the Massachusetts Architectural Access Board ("MAAB", 521 CMR 1.1 et. seq.). The Designer recognizes that the Awarding Authority is a Public Entity subject to Title II of the Americans with Disabilities Act, may be the recipient of federal funds under the Rehabilitation Act of 1973, and is subject to the MAAB regulations referenced above. The Designer hereby assumes the Public Entity's obligations, including those that exist under the MAAB, ADAAG and/or the Rehabilitation Act of 1973 to design a facility accessible to and usable by people with disabilities. The Designer shall provide the Awarding Authority with designs that provide access to all programs, activities and services to be conducted within the facilities to be designed in accordance with the scope of work of the Contract and to document compliance with the above referenced standards, as well as any variance or waivers of the above requirement the Designer may have obtained on behalf of the public entities. The Designer shall not seek any such variance or waiver of the above requirements without the express, written authorization of the Awarding Authority. The Designer shall exercise due care and diligence in accordance with the standard of care set forth in paragraph 3.3 above, in performing the work required under this Contract.

**3.14 Permits Generally.** Unless otherwise agreed to in writing, with the exception of the standard building permits customarily obtained by the general contractor, the Designer shall obtain all other permits required to implement Designer's design. Without limitation, Designer shall be responsible for MEPA and NEPA permits. The Designer shall obtain the prior Approval of the Awarding Authority of all permit applications, notices, and accompanying documentation before filing them with the appropriate governmental entity or other party. The Designer shall provide the Awarding Authority with a certified list of all Permits required to implement the design at the site as soon as possible during design development, shall schedule

target dates for the procurement of such Permits, and shall regularly update such list and schedule during the term of this Contract. The Designer shall certify in writing at the time that construction documents (or changes thereto) are submitted to the Awarding Authority that the Designer has identified all Permits required to implement the Project and that those not identified in writing as being the responsibility of the Awarding Authority have been identified in the specifications as being the general contractor's responsibility. Notwithstanding the foregoing, any Permit application fee shall be considered a Reimbursable Expense to be reimbursed in accordance with the provisions of Article 7.

- 3.15 Permits Related to Change Orders.** The Designer shall also provide to the Awarding Authority a written certification of all Permits required to implement change order work at the site when the Designer submits for approval any change order request to the Awarding Authority during the construction phase of the Project, whether the change order request was made by the Designer, the Awarding Authority, or the general contractor.
- 3.16 Special Consultants.** The Designer shall retain the services of a Qualified Testing Laboratory, special field inspectors, and other special Consultants not referenced in Section 3.9 when required for the Designer's services for the Project. To the extent applicable, Designer shall comply with the requirements of the Massachusetts Prevailing Wage Law, M.G.L. c. 149, §§26-27D, in the employment of and such special Consultants. The identity of such Consultants shall be Approved in advance by the Awarding Authority, which Approval shall not be withheld unreasonably. When such a special Consultant's services are required, including the services of a Qualified Testing Laboratory functioning under the jurisdiction of both a Massachusetts registered engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and shall be subject to the Approval of the Awarding Authority. Consultant fee proposals shall be obtained by the Designer from at least three such consultants and submitted to the Awarding Authority together with the Designer's recommendation for selection before any work shall be Approved. The Awarding Authority may waive the requirement for three proposals for good cause. Each such Consultant whose fee for such services exceeds \$25,000 shall demonstrate coverage by liability insurance in an amount not less than its fee. For Consultants' services, not part of Basic Services, the Designer shall be compensated as provided in Article 7.
- 3.17 Copyrights, Patents, Intellectual Property Rights.** The Designer hereby grants to the Awarding Authority an irrevocable royalty-free license to use for any purpose the following items developed or made part of the work or services performed under this Contract: all drawings, designs, specifications, photographs, images, notes, materials and other work and ideas of the Designer and its Consultants and subcontractors related to the performance of this Contract which are or may be covered by copyright, patent, or other intellectual property Laws or as to which Designer and its

Consultants and subcontractors may assert any rights or establish any claim under any such Laws. The Designer agrees on behalf of itself and its Consultants and subcontractors that the Awarding Authority shall have unlimited royalty-free rights, for the benefit of the Awarding Authority and any public entity to which the Awarding Authority may grant the right to share such rights, in any and all drawings, designs, specifications, photographs, images, notes, materials and other work and ideas developed in the performance of this Contract, including the right to use the same on any Public Entity or other public entity projects. The Designer shall incorporate by reference this provision into all contracts with its Consultants and subcontractors on this Project including, but not limited to, architects, engineers, estimators, designers and photographers. The Designer and its Consultants and subcontractors shall not be responsible for changes made in the documents without the Designer's authorization, nor for the Awarding Authority's or other public entity's use of the documents on projects other than the Project. The Awarding Authority assumes the risk resulting from any such changes made in the documents without the Designer's authorization, or for the Awarding Authority's or other public entity's use of the documents on projects other than the Project.

**3.18 Security and Confidentiality.** The Designer and its Consultants and subcontractors shall maintain the confidentiality of Project records, including, but not limited to, all prints, plans, policies, procedures, studies, specifications and drawings, which relate to internal layout and structural elements, electrical and mechanical systems, security measures, emergency preparedness, threat or vulnerability assessments, and any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation or other infrastructure located within the Commonwealth, the disclosure of which, in the reasonable judgment of the Awarding Authority, is likely to jeopardize the safety of persons or property. Without limiting the foregoing, if the Project is a designated "Security Sensitive Information" project, the Designer shall execute a separate Security Sensitive Information Procedures and Confidentiality Agreement and shall comply with such document protection requirements as may be referenced in said agreement. This section shall not restrict the Designer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Designer to defend itself from any suit or claim.

**3.19 Confidentiality; Personal Data [M.G.L. c. 66A, Executive Order 504]** Designer shall comply with M.G.L. c. 66A if the Designer becomes a "holder" of "personal data" as defined therein. The Contractor shall comply with the provisions of Executive Order 504 and shall execute the Executive Order 504 Contractor Certification Form attached hereto as Exhibit I.

**3.20 Compliance With Laws.** The Designer agrees that the work and services performed hereunder shall be in accordance with and conform to all applicable Laws including, without limitation, the Federal and State laws set forth in Attachment D.

#### **ARTICLE 4: BASIC SERVICES BY PHASE**

The Awarding Authority's Request for Qualifications ("RFQ") dated September 22, 2010, Section 9, Scope of Services, is incorporated in this Contract by reference. In addition to the tasks identified in the RFQ, the Designer shall perform the following specific tasks in each phase:

**4.1 Programming and Permitting Phase.** No additional tasks.

**4.2 Schematic Design Phase Services.**

- i. The Designer shall submit a proposed design work plan for the Designer's Services pursuant to this Contract including anticipated tasks and submittals. The Designer shall submit a proposed Contract Schedule consistent with any project schedule included in the Study or Scope of Services referenced in Attachment A. The schedule shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include allowances of time for the Awarding Authority's review and approval of submittals and for necessary submissions for Permits in connection with the Project. When Approved by the Awarding Authority the work plan and the Contract Schedule shall govern the Designer's duties hereunder. The work plan shall also include a work plan schedule of values consistent with the payment schedule for the Basic Fee specified in Section 8.2 which shall be the basis of which payments of the Basic Fee within each phase shall be made. The work plan schedule of values shall identify deliverables within each phase and percentages of the phase fee payable upon completion of such deliverable. When Approved by the Awarding Authority the work plan schedule of values shall govern the timing of payments of the Basic Fee upon completion of deliverables within each phase and as each phase progresses.
- ii Schematic Design Phase drawings, specifications, Construction Cost Estimates and other submittals shall be subject to the written Approval of the Awarding Authority. Unless a lesser number is requested by the Awarding Authority, the Designer shall submit to the Awarding Authority for approval eight (8) copies of schematic design drawings, specifications, cost estimates, and other submittals.

#### **4.3 Design Development Phase Services.**

Drawings, specifications, cost estimate and other design development submittals shall be subject to the written Approval of the Awarding Authority. Unless a lesser number is requested by the Awarding Authority, the Designer shall submit to the Awarding Authority for approval eight (8) copies of design development drawings, specifications, cost estimates, and other submittals.

#### **4.4 Construction Documents Phase Services.**

- i. Upon receipt of a Notice to Proceed with the Construction Documents Phase of the Project from the Awarding Authority, the Designer and its Consultants shall meet regularly as necessary with agents of the Awarding Authority, and based on the submittals Approved in the design development phase of the Project, shall update and refine the items previously submitted and shall submit on or before the date and time specified in the Approved Project Schedule:
  - (a) an updated work plan and Project Schedule;
  - (b) complete construction drawings and specifications, certified by the Designer as having satisfied the applicable quality control review, approved as required by subsection ii below, in sufficient detail to permit fixed-price bids in open competition for construction of the Project;
  - (c) an updated environmental assessment, building code analysis, ADA/MAAB analysis, and a certified list of all required testing and all required Permits as well as a certification that all applicable local, state and utility officials have been contacted by the Designer regarding each utility connection and that the persons responsible for permits or connection approval has agreed to the systems' use;
  - (d) structural and energy calculations, building code analysis, ADA/MAAB analysis;
  - (e) at the 50% and 90% stages of completion of the final drawings and specifications, a Construction Cost Estimate prepared using a format acceptable to the Awarding Authority, including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the Awarding Authority;
- ii. Two sets of the foregoing documents shall be approved, stamped and signed by the local building official, the local plumbing inspector, the local electrical inspector, and the local fire chief respectively.

- iii. All submittals shall be subject to the written approval of the Awarding Authority. Unless a lesser number is requested by the Awarding Authority or is provided below in subsection vii, the Designer shall furnish to the Awarding Authority for approval eight (8) sets of the drawings, specifications Construction Cost Estimates and other submittals. The Designer shall also furnish electronic media copies of the foregoing drawings and documents in such form as the Awarding Authority may require.
- iv. From the Approved construction drawings and specifications, with such changes as the Awarding Authority requires, the Designer shall prepare and transmit to the Awarding Authority a set of reproducible black and white drawings and original specifications both in electronic format and on high quality white bond paper, single-sided, properly packaged, suitable for reproduction, stamped and signed by all disciplines, which documents shall become the property of the Awarding Authority. Other suitable methods may be used with the prior Approval of the Awarding Authority. One copy of the drawings and specifications shall be submitted with the reproducible drawings and specifications.
- v. If the CM At-Risk Method is not used, the Designer shall prepare all addenda (to include bidders' questions and Designer's responses), subject to the Approval of the Awarding Authority. The Designer and its Consultants shall attend and chair the pre-bid conference if one is scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by means of written addenda to the bid documents as required. The Designer shall attend the bid opening and conduct a review of the qualifications of the low filed sub-bidders and general bidder (and of other bidders if necessary) and shall, within three (3) working days of the respective bid opening dates, advise the Awarding Authority in writing of the Designer's opinions as to the sub-bidders' bids and as to which general bidder is the responsible and eligible bidder that has submitted the lowest bid.
- vi. If the Awarding Authority uses the CM At-Risk Method, the Designer shall designate, subject to the approval of the Awarding Authority, a representative to serve as the prequalification committee for reviewing and evaluating responses submitted to the Request for Qualification (RFQ). After completion of the RFQ process, the Designer shall assist the Awarding Authority in preparing the Request for Proposals (RFP) and its representative shall serve on the selection committee. The Designer's representative shall also serve as the trade contractor prequalification committee. All of the Designer's services in connection with the CM At-Rick Method shall be Basic Services.
- vii. If within three (3) months after approval of final Construction Documents the bids of the lowest responsible and eligible bidders or the lowest proposed

Guaranteed Maximum Price from a CM exceeds the Fixed Limit Construction Cost, the Designer shall, if so instructed in writing by the Awarding Authority, provide such revised construction drawings and specifications and construction cost estimates as the Awarding Authority shall require for the purpose of bringing the cost within the Fixed Limit Construction Cost; provided the Designer may in connection with such revision make reasonable adjustments in the scope of the project subject to the written approval of the Director, which approval shall not be unreasonably withheld. The Designer shall not be paid additional compensation for such services.

#### **4.5 Construction Administration and Commissioning Phase Services.**

- i. Consistent with the standard of care and practice stipulated in Section 3.3 above, upon the award of the Construction Contract the Designer and its Consultants shall:
  - (a) be charged with general administration of the Construction Contract to the extent set forth herein;
  - (b) furnish the general contractor or CM with information for establishing lines and grades and shall prepare a set of plans and specifications that incorporate all addenda and SK drawings issued during the bidding process;
  - (c) promptly and in accordance with the requirements of the Construction Contract check, obtain testing where necessary, and approve samples, schedules, shop drawings and other submissions by the general contractor or CM;
  - (d) prepare, maintain and update logs for all submittals and changes to the Construction Contract;
  - (e) visit the site at intervals appropriate to the stage of construction but not less than weekly, and observe the progress of the work, issue written progress reports, and conduct job meetings, and prepare and distribute meeting minutes to assure that the work is being built in conformance with Approved construction documents;
  - (f) report to the Awarding Authority weekly in writing on the progress of the work including whether or not the general contractor or CM is keeping as-built drawings updated;
  - (g) on a weekly basis (or more often as may be necessarily), make specific recommendations on rejection of all Project work observed by the Designer that fails to conform to the Construction Contract documents, and review and inspect corrected work;
  - (h) require each Consultant employed in accordance with Article 3 to make visits weekly during the progress of any work to which that Consultant's services relate and to report upon it in writing to the Designer;



- (i) conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the Awarding Authority;
  - (j) observe the balancing of air and water circulation systems and report the results thereof;
  - (k) observe the setting and adjustment of automatic controls and report thereon;
  - (l) in a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract documents, except as the Awarding Authority may in writing otherwise determine;
  - (m) furnish electronic versions of the Record Drawings, a final cost report, and other required documents; and
  - (n) assist the Awarding Authority in any bid protest hearings, change order appeal hearings requested under M.G.L. c. 30, § 39Q, and any other litigation, except as provided in Article 6.
  - (o) Except as otherwise specifically set forth in the Construction Contract documents, the Designer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Construction Contract documents.
- ii. The Designer shall submit to the Awarding Authority in a timely manner all requisitions for payment submitted by the general contractor or CM in the form required by the Awarding Authority. With respect to each such requisition, the Designer shall certify to the best of its knowledge that the percentage of work included in the requisition is accurate and that the work performed conforms to the Construction Contract documents. In the event the Designer does not approve the requisition exactly as submitted by the general contractor or CM, the Designer shall forward it for payment to the Awarding Authority dated and signed with corrections with an accompanying letter of explanation setting forth the Designer's objections and recommended changes. The Designer shall coordinate the required visits to the construction site so as to enable it to submit to the Awarding Authority the monthly requisition for payment bearing the Resident Engineer's approval or accompanied by the Resident Engineer's letter of exceptions. Timely payments are required by M.G.L. c. 30, § 39K; therefore, the Designer shall establish procedures assuring either immediate mail or messenger delivery of the requisition for payment to the Awarding Authority, and shall process requisitions for payment within two working days after receipt of the same.
- iii. Before examining the requisition for final payment submitted to the Awarding Authority and making any certification in response thereto, the Designer shall obtain from the general contractor or CM As-Built Drawings, including

drawings showing the actual installation of the site utilities, plumbing, heating, ventilating and electrical work under the Construction Contract, and recording all changes. The Designer shall ascertain that changes authorized by change orders are shown on the As-Built Drawings. The Designer shall revise the applicable original reproducible drawings and electronic media drawings on the basis of the As Built Drawings and shall submit them as Record Drawings electronically along with two sets of prints to the Awarding Authority; which Record Drawings shall become the property of the Awarding Authority, all as part of its Basic Fee.

- iv. At the conclusion of the Construction Contract the Designer shall assist the Awarding Authority's Authorized Representative or Owner's Representative in the evaluation of the performance of the general contractor or CM as required by M.G.L. c. 149, § 44D or any other law.
- v. Two suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Awarding Authority at the conclusion of the Construction Contract.

## **ARTICLE 5: DESIGNER'S BASIC FEE**

**5.1 Basic Fee.** For the performance of all Basic Services (i.e. all services required in this Contract excluding those services specified under Articles 6 and 7), the Designer shall be paid the lump sum Basic Fee of \_\_\_\_\_.

**5.2 Equitable Adjustments to Basic Fee.** If there is a substantial change in the Basic Services provided in this Contract as determined by the Awarding Authority, the Designer and the Awarding Authority will agree to an equitable adjustment in the Designer's Basic Fee. For the purposes of this Contract, a "substantial change" in services shall include:

- i. a substantial change in the scope of Designer's services that is not the fault of the Designer; or
- ii. a significant increase in the duration of the Project as provided in the Study, or as otherwise agreed upon, that is not the fault of the Designer.

**5.3 Manner of Payment.** Payment of the Designer's Basic Fee shall be made in accordance with Article 8.

## ARTICLE 6: ADDITIONAL SERVICES

**6.1 Additional Services.** With the prior Approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the Basic Services:

- i. revise previously Approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority or required by changes in applicable Laws, and revisions not occasioned by the Designer's errors or omissions;
- ii. attend more than \_\_\_\_\_ permit or public hearings and preparing presentation renderings and presentation models in connection therewith that are authorized by the Awarding Authority;
- iii. prepare documents for alternate bids requested by the Awarding Authority except for alternates required to be prepared by the Designer to adjust the Estimated Construction Cost to within the Fixed Limit Construction Cost;
- iv. provide consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Article 3 as may be required in connection with the replacement of such work;
- v. provide professional services made necessary by the default of the general contractor or CM;
- vi. provide services after final payment to the general contractor or CM, except for services occasioned by the Designer's errors or omissions;
- vii. prepare special documents for or appearing as a witness in change order appeal hearings under M.G.L. c. 30, s. 39Q or in judicial litigation arising out of the Construction Contract, except for litigation arising from the Designer's negligent acts or omissions;
- viii. preparing and unusual number of change orders and supporting data, except as set forth in Section 6.4;
- ix. revise construction drawings and specifications submitted in their final and complete form for which bids were not received within six months after submission;
- x. additional site visits requested by the Awarding Authority for which additional payment is provided in Section 6.2.

Prior to performing any Additional Services the Designer shall agree with the Awarding Authority upon the fee for such services in accordance with Section 6.3 of this Contract. No authorization by the Awarding Authority for the performance of any Additional Services shall be valid unless it contains a "not to exceed" amount.

Notwithstanding the forgoing, without limitations, the correction of errors and omissions of the Designer in its duties under this Contract or errors and omissions of the Designer in its duties under the Study Contract shall in no event form the basis for any claims by the Designer for payments for Additional Services under this Contract.

**6.2 Additional Site Visits.** Additional services shall also include additional site visits by the Designer or its Consultants at the request of the Awarding Authority during the construction administration phase provided that both of the following conditions are met with respect to each such visit: 1) the visit is made at the request of the Awarding Authority and is in addition to the site visits required under this Contract; and 2) the time spent meeting on the site at the request of the Awarding Authority plus the time spent on the required visits for that week exceeds the sum of seven hours. Compensation for additional site visits shall be paid as provided in Section 6.3.

**6.3 Compensation for Additional Services.** Except as otherwise authorized in writing by the Awarding Authority, for the services provided pursuant to sections 6.1 and 6.2 of this Article, the Designer shall be compensated as determined by the Awarding Authority as follows:

- i. by a lump sum fee agreed upon in advance in writing by the Designer and the Awarding Authority; or
- ii. on an hourly basis (based on pro-rated hourly wages exclusive of benefits) and computed as follows:
  - (a) for Principals of Designer and Principals of Consultants to the Designer ("Principal" defined as Principal-in-Charge or Prime Consultant) and for Technical Staff of the Designer and Technical Staff of Consultants to the Designer ("Technical Staff" defined as management, design and production personnel) at the lesser of \$150 per hour or three times (3x) the actual pro-rated hourly wages of such individual as set forth in Attachment C, subject to verification by the Awarding Authority. In no event shall the Designer or its consultants be paid in excess of \$150 per hour without the express written approval of the Awarding Authority. ***The mere inclusion of hourly rates in excess of \$50 in Attachment C (where 3x such rate would exceed the cap of \$150 per hour stated herein) shall NOT be deemed sufficient to satisfy the***

***requirement for express written approval for hourly rates in excess of \$150 per hour.***

- (b) Note that if a unique or specialized consultant particular to the Project is required, a higher amount will require separate approval in writing by the Awarding Authority.
- (c) Clerical/support staff of the Designer and Consultants to the Designer shall not be compensated and is considered as part of office overhead.

Attachment B and C are incorporated by reference into this agreement and may be changed only with the express written Approval of the Awarding Authority. The Designer shall not be compensated for any salary not set forth on Attachment C at the time of the execution of this Contract unless otherwise expressly approved in writing by the Awarding Authority. The Awarding Authority shall have the right to require the Designer and its consultants to provide the Awarding Authority with certified payroll records or other requested documentation from business records and/or other current design contracts in order to verify the pro-rated hourly wage rates set forth in Attachment C.

In the case of "salaried" employees, the pro-rated hourly wage rates set forth in Attachment C shall be calculated as follows: annual wage (exclusive of benefits) divided by 52 weeks per year, divided by 40 hours per week. When applicable the Designer may request compensation for annual staff wage rate increases, providing, however, that such wage rate adjustments shall not exceed two and one-half percent (2½%) of an employee's hourly wage rate as of the date of execution of this Contract unless otherwise expressly approved in writing by the Awarding Authority. The annual period for consideration of such rate increases shall commence with the date of execution of the Contract and Approval for such wage rate increases shall be subject to verification by Awarding Authority and not unreasonably withheld.

No authorization by the Awarding Authority for the performance by the Designer of Additional Services shall be valid unless it is made in writing and contains a "not to exceed" amount which may not be exceeded without further written Approval by the Awarding Authority. Cost proposals for Additional Services shall also include a similar "not to exceed amount" for any associated reimbursables.

**6.4 Change Orders and Modifications.** Neither the Designer nor its consultants shall 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, or that were occasioned by the Designer's errors or omissions, as reasonably determined by the executive head of the Awarding Authority. The Designer shall not be compensated for any services involved in preparing changes required to make unit price adjustments due to existing conditions, nor for services

involved in change orders for time extensions only other than the time required for the review and approval of said change. Changes for which the Designer receives no compensation under this Article shall be called "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not waive the Awarding Authority's legal remedies regarding such changes.

## **ARTICLE 7: REIMBURSABLE COSTS AND EXPENSES**

**7.1** **General.** The Designer shall be reimbursed by the Awarding Authority for:

- i. The actual cost to the Designer of special consultants Approved by the Awarding Authority but not specified in Article 3. No reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been previously approved by the Awarding Authority. The Awarding Authority may approve a lump sum fee.
- ii. Permit filing fees and other actual costs for items not included in the Basic Fee, including special printing, but only when specifically authorized in writing in advance by the Awarding Authority.
- iii. For document copies in excess of numbers specified in the Contract if requested by the Awarding Authority.

The Awarding Authority shall not reimburse the Designer for any telephone or other out-of-pocket expenses unless specifically authorized in advance as provided above.

**7.2.** **Travel.** The Awarding Authority shall not reimburse the Designer for travel expenses under this Contract, provided, however, that in special circumstances and with prior written Approval of the Awarding Authority, the Designer may be reimbursed for out-of-state travel expenses consistent with applicable statutes, rules, and regulations.

**7.3** **Overhead Mark-Up.** For solicitation, coordination, inspection, analysis, and evaluation of, and for the assumption of responsibility for, services authorized under Sections 7.1(i) and 7.1(ii) of this Article 7, the Designer shall be paid 10% of the actual expense where the cost of the specific services is estimated not-to-exceed \$100,000. The aforementioned percentage may be reduced to a lesser equitable percentage to be agreed upon between the parties where the not-to-exceed cost is projected to exceed \$100,000.

## **ARTICLE 8: PAYMENTS TO THE DESIGNER**

**8.1** **Change Orders.** Unless otherwise Approved by the Awarding Authority, payments to the Designer for a modification or a change order shall be made when the

modification or change order has been Approved by the Awarding Authority and the Designer's services with respect to the same, other than construction administration services, have been completed.

**8.2 Schedule for Payment of Basic Fee.** The lump sum fee under Article 5 above shall be paid in accordance with the Approved work plan schedule of values prepared in accordance with Section 4.1, for performance of all services specified in Articles 3 and 4. The Schedule of Values shall be consistent with the following schedule so that the total installments of the Basic Fee in each phase of the schedule equals the percentage of the Basic Fee allocated to each such phase of the schedule below. Actual payments can be requisitioned by the Designer upon completion of deliverables within each phase as set for in the Approved work plan schedule of values:

- i. Fifteen percent (15%) for the programming and permitting phase and schematics design phase services;
- ii. Twenty-five percent (25%) for the design development phase services;
- iii. Thirty percent (30%) for the construction documents phase services;
- iv. Thirty percent (30%) for the construction administration phase services.

The Designer shall submit requisitions on a monthly basis for any deliverables completed within that month. Awarding Authority shall not be obliged to pay any claims received more than forty-five days after notification to the Designer of final acceptance of the contractor's work under the Construction Contract.

**8.3 Applications for Payment.** All invoices except for those made under the provisions of Section 8.1 above may be submitted monthly and will be promptly processed by the Awarding Authority if they are in conformity with this Contract and properly documented; if not they will be returned to the Designer. No invoice (other than an invoice for the final payment to Designer under this Contract) shall be required to be so submitted or processed when the net amount due is less than \$200. Amounts of less than \$200 shall be added to the subsequent month's invoice. All invoices from the Designer shall be accompanied by such forms as the Awarding Authority may require.

**8.4 Right of Offset.** If the Awarding Authority finds that services previously paid for by the Awarding Authority contained deficiencies, errors or omissions then the Awarding Authority may withhold from any future payment an amount reasonably calculated by the Awarding Authority to cover the cost of correcting the deficiency, error or omission until the services have been corrected. The Awarding Authority may also offset against any payment due to the Designer the amount of any costs

incurred by the Awarding Authority arising from the Designer's failure to provide required services, deficiencies, errors or omissions. If the Awarding Authority shall discover that the charge for any previously paid-for services was calculated based upon incorrect salary rates or other incorrect information, the Awarding Authority may offset any overcharges against any future payment. Any disputes related to offsets taken by the Awarding Authority shall be subject to resolution pursuant to Sections 17 and 18 of this Contract. Nothing in this paragraph shall limit any legal remedies of the Awarding Authority against the Designer for default, errors, omissions, erroneous claims, false claims, tort claims, or any breach by the Designer of the terms of this Contract or applicable Laws.

## **ARTICLE 9: TERMINATION**

- 9.1 Awarding Authority's Right to Terminate.** By written notice to the Designer, the Awarding Authority may terminate this Contract, in whole or in part, at any time for either the Awarding Authority's convenience or for the failure of the Designer to fulfill its obligations under this Contract. In the event that the Awarding Authority terminates the Contract for cause, Awarding Authority shall provide Designer with seven (7) days written notice of such termination and the basis for such cause. Notwithstanding the foregoing, the Designer shall be allowed to cure any such breach within the seven (7) day notice period.
- 9.2 Termination by Awarding Authority for Convenience.** If any such termination shall occur without the fault of the Designer, all compensation and reimbursable expenses due to the Designer up to the date of termination, in accordance with all Contract terms, including proportionate payment for partially completed work, shall be paid to the Designer by the Awarding Authority. The payments to the Designer shall not exceed the fair value of the Designer's work, as the Awarding Authority shall determine. No amount shall be allowed for anticipated profit on unperformed services.
- 9.3 Termination by Awarding Authority for Cause.** If this Contract is terminated due to the failure of the Designer to fulfill the Designer's obligations under this Contract, the Awarding Authority may assume the design work and replace it and/or prosecute the same to completion by contract or otherwise. In such case, the Designer shall be liable to the Awarding Authority for any damages incurred by the Awarding Authority thereby to the extent resulting from Designer's breach. These rights and remedies of the Awarding Authority are in addition to any rights and remedies provided by law or under this Contract.
- 9.4 Termination by Designer.** By written notice to the Awarding Authority, the Designer may terminate this Contract (i) if the Awarding Authority, within sixty (60) days following written notice to the Awarding Authority from the Designer of any default by the Awarding Authority hereunder, shall have failed to remove such default, or (ii)



if, after the Designer shall have performed all services required of the Designer in the Schematic Design Phase, the design development phase, or the construction documents phase of the Project as described in this Contract, at least six months shall have elapsed without receipt by the Designer of a Notice to Proceed with the next phase of the Designer's services. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with this Contract up to and including the date of termination shall be paid to the Designer by the Awarding Authority. The payments to the Designer shall not exceed the fair value of the Designer's work, as the Awarding Authority shall determine. No amount shall be allowed for anticipated profit on unperformed services.

- 9.5 Designer's Duties upon Termination.** Upon any termination of this Contract the Designer shall deliver forthwith to the Awarding Authority all data, drawings, specifications, reports, estimates, summaries, and such other information and materials, whether completed or in process, as may have been accumulated by the Designer in performing this Contract.

#### **ARTICLE 10: RELEASE AND DISCHARGE**

The acceptance by the Designer of the last payment for services paid under the provisions of either Article 8 or Article 9 in the event of termination of this Contract, shall in each instance operate as a release of the Awarding Authority, and every employee and agent thereof, from all claims of the Designer arising from this Contract, and from liability for any act or omission relating to or affecting the Designer's services hereunder, except for those written claims submitted by the Designer to the Awarding Authority with the last payment requisition; and except that such acceptance shall not operate as a release of claims not known to designer, which designer could not reasonably have known about at the time of such acceptance.

#### **ARTICLE 11: INSURANCE**

- 11.1 General Requirements [M.G.L. c.7, §38H(f)].** The Designer shall purchase and maintain insurance of the type and limits listed in this Article with respect to the services to be performed under this Contract. This insurance shall be provided at the Designer's expense and shall be in force and effect for the full term of the Contract or for such longer period as this Article requires. The Awarding Authority shall be a named insured.

All policies shall be issued by companies lawfully authorized to write that type of insurance under the Laws of the Commonwealth with a financial strength rating of "A-" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Awarding Authority, or otherwise acceptable to the Awarding Authority.

The Designer shall submit three originals of each certificate of insurance acceptable to the Awarding Authority simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Designer shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Awarding Authority shall at all times possess certificates indicating current coverage. Failure by the Designer to obtain all policy renewals and to provide the respective insurance certificates as required shall constitute just cause for termination of Designer's services under this Contract.

Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Awarding Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

The Designer is responsible for the payment of any and all deductibles under all of the insurance required below. The Awarding Authority shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

**11.2 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers** The Designer shall purchase and maintain at its own expense during the life of this Contract the following insurance:

- i. Workers' Compensation Insurance in accordance with M.G.L. chapter 152.
- ii. Commercial General Liability Insurance, with a minimum limit of \$1,000,000 each occurrence. The Awarding Authority shall be listed as an additional insured.
- iii. Automobile Liability Insurance at a limit of not less than \$1,000,000 each accident.
- iv. Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is turned over to the Awarding Authority, and this coverage shall include coverage for relevant electronic media including, but not limited to, documents stored in computer aided design drafting (CADD) systems.

**11.3 Professional Liability**. The Designer shall maintain professional liability insurance covering errors and omissions and negligent acts of the Designer, and of any person or entity for whose performance the Designer is legally liable including, without

limitation its Consultants. Unless an alternate amount is otherwise specified in the documents incorporated by reference into Section 3.1 of this Contract, the minimum amount of such insurance shall equal the greater of \$5,000,000 or 10% of the Project's Fixed Limit Construction Cost but in no event less than \$250,000 per claim. Unless the Designer is specifically required to provide project specific insurance in the documents incorporated by reference into Section 3.1, the policy may be in a "claims made" format. If the policy is a "claims made" policy, it shall include a retroactive date that is no later than the effective date of this Contract, and Designer shall continue to provide such coverage for a period of at least six (6) years after the earlier of: (1) the date of official acceptance of the completed Project by the Awarding Authority; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Awarding Authority pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Awarding Authority or the User Agency, which requirement can be met by providing renewal certificates of professional liability insurance to the Awarding Authority as evidence that this coverage is being maintained. [M.G.L. c. 7, §38H(f)].

- 11.4 Liability of Designer.** Insufficient insurance shall not release the Designer from any liability for breach of its obligations under this Contract. Without limitation, the Designer shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work covered by this Contract.

## **ARTICLE 12: INDEMNIFICATION**

The Designer shall indemnify and hold harmless the Awarding Authority and all of their agents and employees from and against all claims, damages, losses and expenses, including but not limited to court costs, reasonable attorneys' fees, interest and costs to the extent caused by or resulting from the willful misconduct and/or negligent acts, errors or omissions of the Designer in performance of the services covered by this Contract, whether by Designer or its employees, Consultants or subcontractors, provided that the Awarding Authority shall notify the Designer of such suits and claims within a reasonable time after the Awarding Authority becomes aware of them. The Designer shall be afforded an opportunity to participate in the defense and/or settlement of all such suits and claims. The Designer shall not be bound by the amount of damages suffered in any litigation or settlement unless the Designer is given the opportunity to participate in negotiations for settlement and/or defense of such litigation or claim. As used in this paragraph, the term "agent" shall specifically exclude any construction-related personnel.

### **ARTICLE 13: CHOICE OF LAW: MEDIATION AND DISPUTE RESOLUTION**

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. In the case of a dispute where the dollar amount in dispute is \$50,000 or more the Awarding Authority and the Designer shall engage in good faith in a non-binding mediation process using the services of a Neutral mediator, which process shall be concluded within sixty (60) days from the date that the either party submits to the other a written request therefor. The parties shall make good faith efforts to agree on the selection of a Neutral mediator experienced in mediating building design and construction disputes. The cost of the services of any mediator selected jointly by the parties to this Contract shall be borne equally by the Designer and the Awarding Authority. Mediation shall not be a prerequisite to litigation. The Designer, and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the Awarding Authority is a party, in a court of competent jurisdiction venue shall be proper only in Hampden County, Massachusetts. This Article shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever, pending, in which the other is a party.

### **ARTICLE 14: AMENDMENTS, SEVERABILITY, WAIVERS**

No amendment to this Contract shall be effective unless it is in writing and is executed by authorized representatives of both parties. If any provision of this Contract is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law. The Awarding Authority reserves the right to waive any provision or requirement of this Contract if the Awarding Authority determines that such waiver is justified and in the public interest. No such waiver shall be effective unless in writing and signed by the Authorized Representative of the Awarding Authority. No other action or inaction by the Awarding Authority shall be construed as a waiver of any provision of this Article.

### **ARTICLE 15: NOTICES, APPROVALS, INVOICES**

Notices to the Designer shall be deemed given when hand-delivered to the Designer at the Project site, or when deposited in the U.S. mail addressed to the Designer at the Designer's address specified in this Contract, when delivered by courier to said address, or when delivered via e-mail or facsimile transmission. Unless otherwise specified in writing by the Awarding Authority, notices and deliveries to the Awarding Authority shall be effective only when delivered to the Awarding Authority at the address specified in this Contract and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the Awarding Authority to receive official notices.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date of its execution by the Commonwealth of Massachusetts below, first written above and the individual executing this Contract on behalf of the Designer makes the representations and certifications set forth in this Design Contract under the pains and penalties of perjury.

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**DESIGNER:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_  
hereunto duly authorized

Date: \_\_\_\_\_

**AWARDING AUTHORITY:**

\_\_\_\_\_

By: \_\_\_\_\_  
Armando Feliciano

Its: Chair  
hereunto duly authorized

Date: \_\_\_\_\_

\*\* If this Contract is executed by the Authorized Representative, then the Authorized Representative hereby certifies that this Contract award has received the prior Approval of the chief executive officer of the Awarding Authority.

**ATTACHMENT A - SCOPE-OF-SERVICES**

**PROJECT #:** \_\_\_\_\_  
**PROJECT NAME:** \_\_\_\_\_

DESIGNER's Scope of Services is described in Section 9 of the RFQ which is incorporated in this Contract. In the event of any conflict between Section 9 of the RFQ and this Contract the Designer shall provide the greater scope of service.

**ATTACHMENT B - DESIGNER'S PERSONNEL ASSIGNED TO THE PROJECT**

**(Provide Name, Title and Project Role for Each Individual Listed)**

**ATTACHMENT C-CERTIFIED AVERAGE HOURLY WAGE RATES**

*(FOR DESIGNER'S AND DESIGNER'S CONSULTANTS' PERSONNEL)*

(Use additional sheets if necessary. Do not list any support staff.)

**NOTE:** Pursuant to Article 6.3(ii) of the contract, if additional services shall be compensated at the lesser of \$150 per hour or three times (3x) the actual pro-rated hourly wages of such individual as set forth herein. All wage rates included herein **MUST be CERTIFIED ACTUAL PRO-RATED HOURLY WAGE RATES and NOT BILLING RATES. ALL RATES ARE SUBJECT TO VERIFICATION BY AWARDING AUTHORITY**

Design Firm Principal:

Design Firm Associate:

Design Firm Project Manager:

Design Firm Project Architect:

Design Firm CAD Operator:

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[The following categories are to be completed for each Consultant Firm. Use additional sheets if necessary.]

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

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**Name of Consultant Firm:**

**Consultant Principal:**

**Consultant Associate:**

**Consultant Project Manager:**

**Consultant Project Engineer:**

**Consultant CAD Operator:**

---

**Name of Consultant Firm:**

**Consultant Principal:**

**Consultant Associate:**

**Consultant Project Manager:**

**Consultant Project Engineer:**

**Consultant CAD Operator:**

---

**Name of Consultant Firm:**

**Consultant Principal:**

**Consultant Associate:**

**Consultant Project Manager:**

**Consultant Project Engineer:**

**Consultant CAD Operator:**

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**ATTACHMENT D**  
**Part A**  
**FEDERAL CONTRACT CLAUSES**

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

- (1) The Awarding Authority and Designer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Awarding Authority, Designer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Designer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Designer Signature

Date

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**  
**AND RELATED ACTS**

- (1) The Designer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Designer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Designer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Designer to the extent the Federal Government deems appropriate.
- (2) The Designer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18

U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Designer, to the extent the Federal Government deems appropriate.

- (3) The Designer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Designer Signature

Date

### **ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**  
**18 CFR 18.36 (i)**  
**49 CFR 633.17**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Awarding Authority is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(1), the Designer agrees to provide the Awarding Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Designer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Designer also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Designer access to Designer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Awarding Authority is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Designer agrees to provide the Awarding Authority, the FTA Administrator or his authorized representatives, including any PMO Designer, access to the Designer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Awarding Authority enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Designer agrees to provide the Awarding Authority, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books,

documents, papers and record of the Designer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Awarding Authority which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Designer shall make available records related to the contract to the Awarding Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Designer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Designer agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Designer agrees to maintain same until the Awarding Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None  None unless <sup>1</sup> non-competitive award	Those imposed on state pass thru to Contractor	None  Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None  None unless non-competitive award	None  None unless non-competitive award	None  None unless non-competitive award
<u>II Non State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>  Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes  Yes	Yes  Yes	Yes  Yes	Yes  Yes

Designer Signature

Date

## **FEDERAL CHANGES**

### **49 CFR Part 18**

**Federal Changes** - Designer shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Awarding Authority and FTA, as they may be amended or promulgated from time to time during the term of this contract. Designer's failure to so comply shall constitute a material breach of this contract.

Designer Signature

Date

## **CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

**Civil Rights** - The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Designer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Designer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Designer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Designer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Designer agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Designer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Designer agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Designer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Designer agrees to comply with any implementing requirements FTA may issue.

(3) The Designer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Designer Signature

Date

**BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)**

**49 CFR Part 661**

**Applicability to Contracts**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

**Flow Down**

The Buy America requirements flow down from FTA recipients and subrecipients to first tier

contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

**Mandatory Clause/Language**

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

**Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_



## TERMINATION

**Applies to Contracts Valued over \$10,000**

### **49 U.S.C.Part 18**

a. **Termination for Convenience (General Provision)** The Awarding Authority may terminate this contract, in whole or in part, at any time by written notice to the Designer when it is in the Government's best interest. The Designer shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Designer shall promptly submit its termination claim to the Awarding Authority to be paid the Designer. If the Designer has any property in its possession belonging to the Awarding Authority, the Designer will account for the same, and dispose of it in the manner the Awarding Authority directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Designer does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Designer fails to perform in the manner called for in the contract, or if the Designer fails to comply with any other provisions of the contract, the Awarding Authority may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Designer is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Authority that the Designer had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Designer, the Awarding Authority, after setting up a new delivery of performance schedule, may allow the Designer to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** The Awarding Authority in its sole discretion may, in the case of a termination for breach or default, allow the Designer [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Designer fails to remedy to the Awarding Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Designer of written notice from the Awarding Authority setting forth the nature of said breach or default, the Awarding Authority shall have the right to terminate the Contract without any further obligation to Designer. Any such termination for default shall

not in any way operate to preclude the Awarding Authority from also pursuing all available remedies against Designer and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that the Awarding Authority elects to waive its remedies for any breach by Designer of any covenant, term or condition of this Contract, such waiver by the Awarding Authority shall not limit the Awarding Authority's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience or Default (Architect and Engineering)** The Awarding Authority may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Designer to fulfill the contract obligations. The Awarding Authority shall terminate by delivering to the Designer a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Designer shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Awarding Authority, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Designer to fulfill the contract obligations, the Awarding Authority may complete the work by contract or otherwise and the Designer shall be liable for any additional cost incurred by the Awarding Authority.

If, after termination for failure to fulfill contract obligations, it is determined that the Designer was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Awarding Authority.

#### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

##### **49 CFR Part 26**

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Awarding Authority's overall goal for DBE participation in this Project is 3.1%.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable

requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Awarding Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. The successful bidder/offer or will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Awarding Authority. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The contractor must promptly notify the Awarding Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.
- f. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Awarding Authority.

Designer Signature

Date

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Designer shall not perform any act, fail to perform any act, or refuse to comply with any the Awarding Authority requests which would cause the Awarding Authority to be in violation of the FTA terms and conditions.

Designer Signature

Date

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

**Applies to Contracts Valued over \$25,000**

**49 CFR Part 29  
Executive Order 12549**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or respondent certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Awarding Authority. If it is later determined that the bidder or respondent knowingly rendered an erroneous certification, in addition to remedies available to the Awarding Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or respondent agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**LOBBYING**

**Applies to Contracts Valued over \$100,000**

**31 U.S.C. 1352 49  
CFR Part 19 49  
CFR Part 20**

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Designer] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Designer \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Designer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Designer's Authorized Official

Name and Title of Designer's Authorized Official

Date

**CLEAN AIR**

**Applies to Contracts Valued over \$100,000**

**42 U.S.C. 7401 et seq**

**40 CFR 15.61**

**49 CFR Part 18**

**Clean Air** - (1) The Designer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Designer agrees to report each violation to the Awarding Authority and understands and agrees that the Awarding Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Designer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Designer Signature

Date

**CLEAN WATER REQUIREMENTS**

**Applies to Contracts Valued over \$100,000**

**33 U.S.C. 1251**

**Clean Water** - (1) The Designer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Designer agrees to report each violation to the Awarding Authority and understands and agrees that the Awarding Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Designer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Designer Signature

Date

## **SEISMIC SAFETY REQUIREMENTS**

### **Applies to New Buildings and Additions**

**42 U.S.C. 7701 et seq. 49  
CFR Part 41**

**Seismic Safety** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Designer Signature

Date

## **ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.  
49 CFR Part 18**

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Designer Signature

Date

## **RECOVERED MATERIALS**

**Recovered Materials** – The Designer agrees to comply with all the requirements of Section 6002 of the Resources conservation and Recovery Act (RCRA) as amended (42U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Designer Signature

Date

**PROHIBITION AGAINST EXCLUSIONARY OR  
DISCRIMINATORY SPECIFICATIONS**

**49 U.S.C. § 5323(h)(2)**

**Prohibition against Exclusionary or Discriminatory Specifications**– Apart from inconsistent requirements imposed by federal statute or regulations, the Designer agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any federal assistance awarded by the Authority to support procurements using exclusionary or discriminatory specifications.

Designer Signature

Date



**ATTACHMENT D (CONT.)**  
**Part B**  
**STATE CONTRACT CLAUSES**

**RECORDS, DISCLOSURE STATEMENTS,  
ACCOUNTING CONTROLS, AUDITS**

a) **Records to be Kept for Six Years.** The Designer shall make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer. [M.G.L. c. 30, §39R(b)(1)-(2)]

b) **Records Open to Inspection.** Until the expiration of six (6) years after final payment, the Awarding Authority and any other public official authorized by law, shall have the right to examine any books, documents, papers or records of the Designer or of its Consultants and subcontractors that directly pertain to, and involve transactions relating to, the Designer or its Consultants and subcontractors. [M.G.L. c. 30, §39R(b)(1)-(2); Executive Order 195]

c) **Changes in Method of Accounting.** If the Designer shall make any change in its method of maintaining records that would materially affect any statements filed by the Designer with the Awarding Authority, the Designer shall forthwith deliver to the Awarding Authority a written description of such change, the effective date thereof, and the reasons therefore. The Designer shall submit with such description a letter from the Designer's independent certified public accountant approving or otherwise commenting on the change. [M.G.L. c. 30, §39R(b)(3)] The Designer hereby represents that there have been no such changes to date that have not been so reported to the Awarding Authority.

d) **Warranty by Designer.** The Designer warrants and represents that Designer has filed a statement of management on internal accounting controls.

e) **Filing of Statement of Management on Internal Accounting Controls.** The Designer shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that: (1) transactions are executed in accordance with management's general and specific authorization; (2) transactions are recorded as necessary i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and ii) to maintain accountability for assets; (3) access to assets is permitted only in accordance with management's general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference. The Designer shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of

management in response to this section and sections 1 and 2 above are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements. [M.G.L. c. 7, §38H(e)(iv); M.G.L. c. 30, §39R(c)]

f) **Representation Regarding Audited Financial Statement.** The Designer represents that it has filed prior to the execution hereof and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in section 7 below. [M.G.L. c. 7, §38H(e)(iv) M.G.L. c. 30, §39R(d)]

g) **Filing of Annual Statement Required.** If applicable, the Designer shall annually file with the Commissioner of DCAM during the term of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Awarding Authority upon request. [M.G.L. c. 7, §38H(e)(iv); M.G.L. c. 30, §39R(d)]

#### **MISCELLANEOUS LEGAL REQUIREMENTS**

a) **Non-Resident Processing; Signatures.** Every Designer that is a nonresident of the Commonwealth of Massachusetts, or a nonresident partner of a Designer, hereby appoints the Secretary of the Commonwealth of Massachusetts to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this Contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the Awarding Authority or its lawful attorney to said Designer or partner at the address set forth in this Contract. Said Designer or said partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Designer or said partner. Such authority shall continue in force so long as any liability remains outstanding against said Designer or said partner.

b) **Anti-Boycott Covenant [Executive Order 130].** The Designer warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, will participate in or cooperate with an international boycott, as defined in section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by General Laws Chapter 151E, §§2 and 3. If there shall be a breach in the warranty, representation and Contract contained in this section, then without limiting such other rights as it may have the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the contractor or by a person or persons or business entity or entities directly or indirectly

owning at least 51% of the ownership interests of the contractor, or which directly or indirectly owns at least 51% of the ownership interests of the contractor.

c) **Truth-In-Negotiations Certificate [M.G.L. Chapter 7, Sec. 38H]**. To the extent that the Designer's fee has been negotiated, the Designer certifies that it has filed a truth-in negotiations certificate in accordance with M.G.L. c. 7, s. 38H (b) prior to being awarded this Contract. Said certificate is attached hereto as Attachment incorporated herein by reference.

d) **Employment Eligibility Verification Requirements [8 U.S.C., §§. 1324a, 1324b; M.G.L. c. 149, § 19C; Executive Order No. 481]**. The Designer certifies under the pains and penalties of perjury they shall not knowingly use undocumented workers in connection with the performance of the Contract; that, pursuant to federal requirements, they shall verify the immigration status of all workers assigned to Contract without engaging in unlawful discrimination; and that they shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker. The Designer understands and agrees that breach of any of these terms during the period of a Contract may be regarded as a material breach, subjecting Designer to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

e) **Northern Ireland [M.G.L. Chapter 7, Sec. 22C]**. Pursuant to G.L. c. 7 s. 22C, the Designer certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Designer employs ten or more employees in an office or other facility located in Northern Ireland the Designer certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Designer is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES/  
WOMEN BUSINESS ENTERPRISES –  
AWARDING AUTHORITY PROVISIONS**

The provisions of Attachment E attached hereto are incorporated herein by reference.

**NON-DISCRIMINATION, DIVERSITY,  
EQUAL OPPORTUNITY, AFFIRMATIVE ACTION**

a) **Compliance.** The Designer shall comply with all Laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age sex, religion, physical or mental handicap, or sexual orientation or for exercising any right afforded by Law. The Designer shall comply with all applicable Laws prohibiting discrimination in employment including but not limited to: Title VII of the Civil rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; M.G.L. c. 151B, s. 4(1); and all relevant administrative orders and executive orders, including Executive Orders 478. If a complaint or claim alleging violation of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Designer and its agents agree to cooperate fully with MCAD in the investigation and disposition of such complaint or claim. In the event of the Designer's noncompliance with the provisions of this section, the Awarding Authority shall impose such sanctions as it deems appropriate, including, but not limited to, withholding of payments due the Designer under this Contract until the Designer complies, and termination or suspension of this Contract.

b) **Affirmative Action, Non-Discrimination in Hiring and Employment.** Non-discrimination, Diversity, Equal Opportunity and Affirmative Action [Executive Order 478]. The Designer shall not engage in any discriminatory employment practices. Pursuant to Executive Order 478, by signing this Contract the Designer hereby certifies under the pains and penalties of perjury that the Designer currently complies with and will continue to comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Designer commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

c) **Material Breach.** Any breach of this Article shall be regarded as a material breach and shall be subject to all other sections of this Contract. The Awarding Authority shall have access to all records which are necessary to document compliance with this Article.

**CERTIFICATIONS OF DESIGNER MADE UNDER  
PAINS AND PENALTIES OF PERJURY**

No changes shall be made in the matters represented in this Article at any time during the life of this Contract without written notification to the Awarding Authority and when required, receipt of written Approval from the Awarding Authority. (Attach additional sheets if necessary for each section.)

a) **Designer's Beneficial Owners.** By signing this Contract, the Designer certifies under the penalties of perjury that the following named entities and individuals are the legal and beneficial owners of the Designer as of the date of the execution hereof [M.G.L. c. 7, §38E(a)](attach additional sheets if necessary):

CORPORATION: (Names of Officers and Shareholders of Corporation, including their titles,

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PARTNERSHIP: (Names of all Partners):

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INDIVIDUAL (Name of Owner):

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b) **Professional Registrations.** By signing this Contract, the individual executing this Contract on behalf of the Designer certifies under the penalties of perjury that the following

named individuals are registered by the Commonwealth as architects, landscape architects, or engineers pursuant to the provisions of General Laws Chapter 112, §§ 60A - 60O and further that i) if the Designer is an individual the Designer is the individual named below, ii) if the Designer is a partnership, the majority of all the partners are persons who are registered architects, landscape architects, or engineers, iii) if the Designer is a corporation, sole proprietorship or joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer, are persons who are registered architects, landscape architects, or engineers and the person to have the Project in his or her charge is registered in the discipline required for the Project, or iv) if the Designer is a joint venture, each joint venturer satisfies the requirements of the preceding clauses i – iii as the case may be [M.G.L. c. 7, §38E(a)(i)]

<u>Name</u>	<u>Title</u>	<u>Mass. Registration</u>

NOTE: The above information must be completed to comply with the provisions of General Laws Chapter 7, §38A 1/2. Programmers and construction managers are not required to be registered under §38A 1/2.]

Designer warrants that the Massachusetts registered principal of the Designer responsible for the project is:

Name  
 \_\_\_\_\_

c) **Resume on File with Designer Selection Board.** By signing this Contract, the Designer certifies under the penalties of perjury that in accordance with the provisions of General Laws Chapter 29, section 29A (4) a resume of the Designer has been filed with the Designer Selection Board.

d) **No Inducements.** By signing this Contract, the Designer certifies under the penalties of perjury that the Designer 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 the Contract for design services; 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; and 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 the Contract for design services upon an Contract or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the Designer. [M.G.L. c. 7, §. 38H(e)(i)-(iii)]

e) **Tax Returns.** By signing this Contract, the Designer certifies under the penalties of perjury that pursuant to General Laws Chapter 62C §49A, the Designer has filed all state tax returns, paid all taxes and complied with all Laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 151A, § 19A, the Designer has complied with all Laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System.

f) **Existing Government Contracts.** By signing this Contract, the Designer certifies under the penalties of perjury that the following is a listing of all other existing contracts or income derived by Designer from the Commonwealth or any political subdivision thereof or public authority therein, from the Federal Government or any agency thereof, and from the Awarding Authority or any governmental source for services rendered. [M.G.L. c. 7, § 38E(a)(v)]:

Contract Description & Awarding Authority	Present Status % Design/Construction	Fee Received	Total Fee Anticipated

g) **Annual Reports; Corporate Filings.** By signing this Contract, the Designer certifies under the penalties of perjury that, if the Designer is a corporation, the Corporation has filed with the State of Secretary all certificates and annual reports required by Chapter 156B, §109 (Business Corporation), by Chapter 156D (Foreign Corporation), or by Chapter 180, §26A (Non-Profit Corporation) of the Massachusetts General Laws.

h) **Dependent Care Assistance Program.** By signing this Contract, the Designer certifies under the penalties of perjury that, at the time of execution, Designer is in compliance with the provisions of section 7 of Chapter 521 of the Acts of 1990 as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00 and the Designer is either a "qualified employer" because it has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements, or is an "exempt employer."

i) **Debarment; Suspension.** By signing this Contract, the Designer certifies under the penalties of perjury that the Designer is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions under any Commonwealth law or regulation, including but not limited to M.G.L. c. 29, § 29F and M.G.L. c. 152, § 25C and that it is not currently debarred or suspended by the Federal Government under any federal law or regulation.



## ATTACHMENT E-MBE/WBE PARTICIPATION

### **AGENCY SPECIFIC PROVISIONS REGARDING PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES**

The following provisions establishing goals and procedures apply to ensure full participation by minority business enterprises (“MBEs”) and women businesses enterprises (“WBEs”) (collectively “MBE/WBE’s”) in the work of this Contract.

#### **1. Goals.**

- a. The following goals for minority business enterprise and woman business enterprise participation are established for this Contract:

MBE participation goal: 8%

WBE participation goal: 4%

- b. The Designer shall comply with all of the terms and conditions of this Contract, which include the provisions pertaining to MBE/WBE participation set forth in the Designer Selection Board’s request for applications, incorporated herein by reference, in order to meet the MBE/WBE participation goals established for this Contract.
- c. If the Designer is itself an MBE or WBE, MBE/WBE participation credit shall be given in an amount equal to the entire fee paid to the Designer for performing this Contract. If the Designer is not an MBE or WBE, then MBE/WBE participation credit will be given for the value of the work under the Contract that is actually performed by each MBE or WBE Consultant or subcontractor (hereafter “subcontractors”) to the Designer. MBE participation credit shall be given for the work performed by MBEs only, and WBE participation credit shall be given for the work performed by WBEs only. MBE participation may not be substituted for WBE participation, nor may WBE participation be substituted for MBE participation.

#### **2. MBE/WBE Status.**

- a. A minority owned business shall be considered an MBE only if it has been certified as a minority business enterprise by the Massachusetts State Office of Minority and Women Business Assistance (“SOMWBA”).
- b. A woman owned business shall be considered a WBE only if it has been certified as a woman business enterprise by SOMWBA.

- c. Certification as a disadvantaged business enterprise (“DBE”), certification as an M/WBE by any agency other than SOMWBA, or submission of an application to SOMWBA for certification as an M/WBE shall not confer M/WBE status on a firm for the purposes of this Contract.

**3. Notification of Changes in M/WBE Work.**

- a. If at any time during the performance of the Contract the Designer determines or has reason to believe that (i) a scheduled MBE/WBE is unable or unwilling to perform its MBE/WBE Work, or (ii) there has been or will be a change in the value or scope of any MBE/WBE Work, or that a party different from the scheduled MBE/WBE will perform all or part of such work, or (iii) the Designer will be unable to meet the MBE/WBE participation goal(s) for this Contract for any reason, the Designer shall immediately notify the Awarding Authority in writing of such circumstances.
- b. Any notice that there will be a change in the value or scope of MBE/WBE Work or that a party different from the scheduled MBE/WBE will be performing such work, shall include a revised Schedule of MBE/WBE Participation and additional or amended Letters of Intent and subcontracts, as the case may be, all of which shall be subject to the approval of the Awarding Authority.

**4. Actions Required if there is a Reduction in M/WBE Participation.**

- a. In the event there is a change or reduction in any MBE/WBE Work which will result in the Designer failing to meet the MBE/WBE participation goal(s) for this Contract, other than a reduction in MBE/WBE Work resulting from a change in the Contract work ordered by the Awarding Authority, then the Designer shall make a diligent, good faith effort to make up the shortfall in MBE/WBE participation.

**5. Noncompliance.**

- a. If the Designer fails to comply with all of the terms and conditions of this Attachment E, the Awarding Authority may:
  - i. suspend payment to the Designer of an amount equal to the value of the work which was to have been performed by a MBE/WBE pursuant to the Designer’s Schedule of MBE/WBE Participation but which was not so performed, in order to ensure that sufficient contract funds will be available if liquidated damages are assessed.

- ii. suspend the Designer's performance of this Contract in whole or in part.
- b. If the Designer fails to take all action necessary to bring the Designer into full compliance with the requirements of this Attachment E, or if full compliance is no longer possible because the default of the Designer is no longer susceptible to cure, or if the Designer fails to take such other action as may be required to meet the MBE/WBE participation goals set forth in Paragraph 1:
  - i. The Awarding Authority may terminate this Contract, and/or may retain from final payment to the Designer, as liquidated damages, an amount not to exceed the difference between the total of the MBE/WBE participation goals set forth in paragraph 1 of this Article, and any amounts paid or owing to MBE/WBE's for MBE/WBE Work actually performed by them under this Contract, the parties agreeing that the damages for failure to meet the MBE/WBE participation goals are difficult to determine and that the foregoing amount to be retained by the Division of Capital Asset Management represents the parties' best estimate of such damages.

**ATTACHMENT F - DESIGNER'S TRUTH-IN-NEGOTIATIONS CERTIFICATE**

The Designer for design services for

\_\_\_\_\_ ,  
hereby certifies and agrees to the following:

- a) The Designer certifies that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and
- b) The Designer agrees that the original contract price and any additions to the contract may be adjusted within six years of completion of the contract to exclude any significant amounts if the Awarding Authority determines that the fee was increased by such amounts due to inaccurate, incomplete, or noncurrent wage rates or other costs.

Designer Firm:

\_\_\_\_\_

By: \_\_\_\_\_  
duly authorized

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT G – CORPORATE VOTE**

(or other evidence of authority)

\_\_\_\_\_ 20 \_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ clerk, \_\_\_\_\_, assistant clerk, \_\_\_\_\_ managing partner of  
\_\_\_\_\_ (the "Corporation") and that at a

(Name of Corporation/Partnership)

duly authorized meeting of the Board of Directors of the Corporation/Partners held on

\_\_\_\_\_ in \_\_\_\_\_ at which a quorum was  
(Date) (Location)

present and voting it was voted to authorize \_\_\_\_\_

(Name)

\_\_\_\_\_ of the Corporation/Partnership to

(Officer Title)

execute and deliver on behalf of the Corporation/Partnership the following contract and to act  
as principal to execute the contract and make Certifications in connection therewith, which  
contract and certifications were presented to and made a part of the records of said meeting:

Project No. \_\_\_\_\_

Project Title: \_\_\_\_\_

I further certify that \_\_\_\_\_ is the duly qualified and acting

(Name of Corporate Officer/Partner)

\_\_\_\_\_ of the Corporation/Partnership and that said vote

(Officer Title)

has not been repealed, rescinded or amended.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

(CORPORATE SEAL)

SUBSCRIBED AND SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BEFORE ME

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SPRINGFIELD REDEVELOPMENT AUTHORITY**  
**CONFIRMATION OF ATTENDANCE AT ON - SITE BRIEFING SESSION**  
**Form #1**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

The above-named firm **will attend** the On-site Briefing Session scheduled for Wednesday, October 6, 2010, at 11 a.m. at 55 Frank B. Murray St., Springfield MA.

If attending, please indicate the person(s) who will represent the firm:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

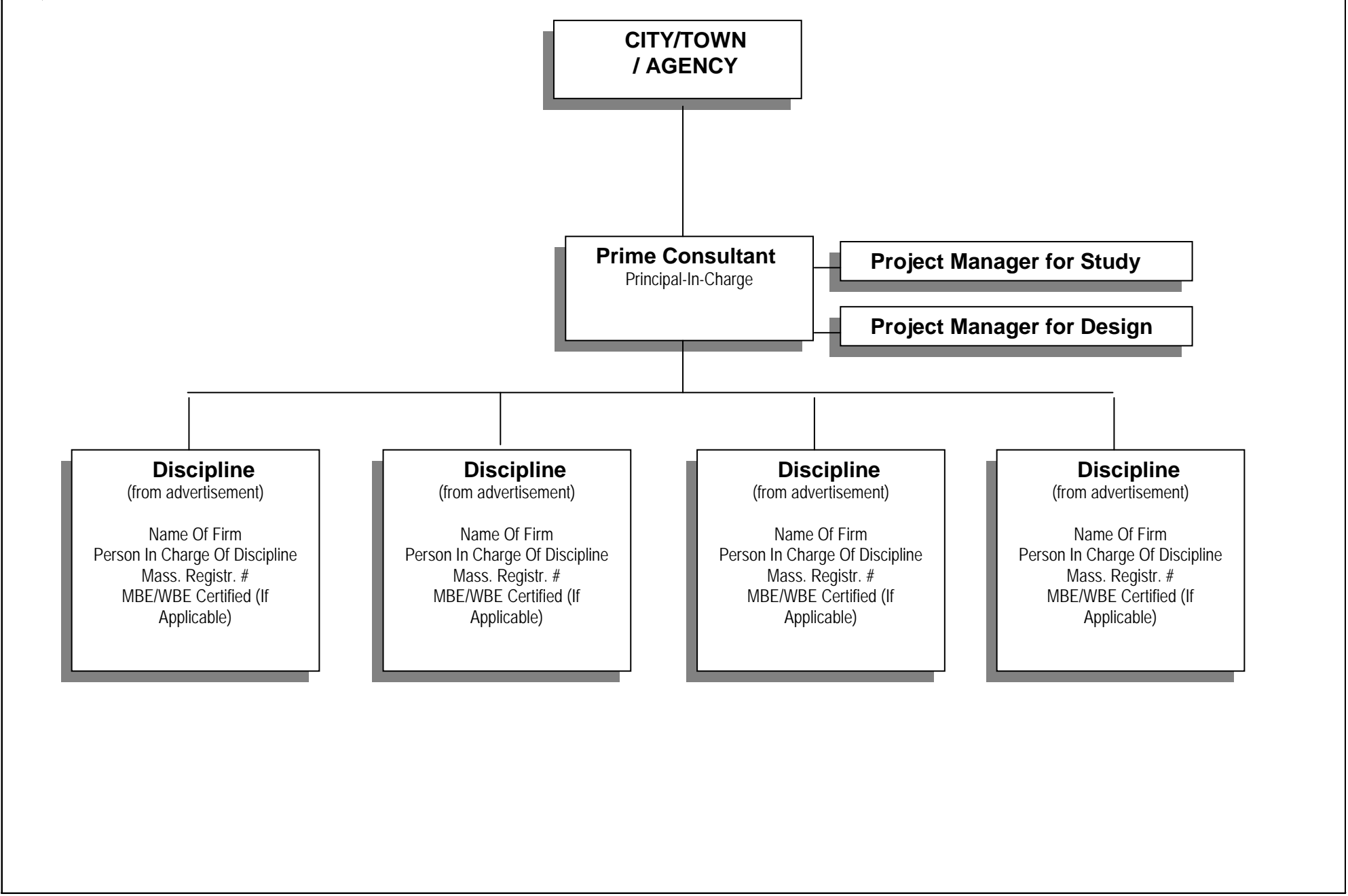
**Return within 24 hours before conference by mail/fax/e-mail to the address below:**

***Springfield Redevelopment Authority***  
**Attn: Christopher Moskal**  
**70 Tapley Street**  
**Springfield, MA 01104**  
**Fax: (413) 787-6524**  
**[cmoskal@springfieldcityhall.com](mailto:cmoskal@springfieldcityhall.com)**

<p><b>Commonwealth of Massachusetts</b></p> <p><b>Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2005</b></p> <p><b>(Updated May 2009)</b></p>	1. Project Name/Location For Which Firm Is Filing:	2. Project #
	This space for use by Awarding Authority only.	
3a. Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	3e. 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):	3h. Check Below If Your Firm Is Either:	
Email Address: _____ Telephone No: _____ Fax No.: _____	(1) SOMWBA Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SOMWBA Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SOMWBA Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>	
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):		
Admin. Personnel	_____ ( _____ )	Ecologists
Architects	_____ ( _____ )	Electrical Engrs.
Acoustical Engrs.	_____ ( _____ )	Environmental Engrs.
Civil Engrs.	_____ ( _____ )	Fire Protection Engrs.
Code Specialists	_____ ( _____ )	Geotech. Engrs.
Construction Inspectors	_____ ( _____ )	Industrial Hygienists
Cost Estimators	_____ ( _____ )	Interior Designers
Drafters	_____ ( _____ )	Landscape Architects
	_____ ( _____ )	Licensed Site Profs.
	_____ ( _____ )	Mechanical Engrs.
	_____ ( _____ )	Planners: Urban./Reg.
	_____ ( _____ )	Specification Writers
	_____ ( _____ )	Structural Engrs.
	_____ ( _____ )	Surveyors
	_____ ( _____ )	Other
	_____ ( _____ )	_____
	_____ ( _____ )	_____
	_____ ( _____ )	_____
	_____ ( _____ )	_____
	_____ ( _____ )	Total
	_____ ( _____ )	_____

5. Has this Joint-Venture previously worked together?  Yes  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:





7. Brief Resume Of <b>ONLY</b> Those Prime Applicant And Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form And Limit Resumes To <b>ONE</b> Person Per Discipline Requested In The Advertisement. 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"/> </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"/> </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):

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)					

8a. Current And Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** 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)					

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.					
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 (Actual, Or Estimated If Not Completed)	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

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 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

12. Provide A List Of All Projects On Which Monies Were Paid By You, Or On Your Behalf, As A Result Of Professional Liability Claims Occurring Within The Last 5 Years And In Excess Of \$50,000 Per Incident. Please Include Project, Client Names And Explanation. (Attach Separate Sheet If Necessary): **PLEASE ANSWER "YES" or "NO". IF "YES" PLEASE GIVE DETAILS.**

13. Name Of Sole Proprietor Or Names Of All Firm Partners And Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
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 7, Section 38A1/2 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.

Submitted by \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)

**SPRINGFIELD REDEVELOPMENT AUTHORITY**  
**CERTIFICATION OF ELIGIBILITY TO BID OR PROPOSE**  
**Form #3**

\_\_\_\_\_ hereby certifies that it is not included on the  
(Name of Proposer)

U.S. Comptroller General's Debarred Bidders List.

Signature of Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

The Proposer further certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three-(3-) year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.
- C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of, any of the offenses enumerated in Paragraph B of this certification.
- D. Have not within a three- (3-) year period preceding the date of this Proposal had any public transactions (federal, state or local) terminated for cause or default.

Where the proposer is unable to certify any of the statements in this certification, such proposer shall attach an explanation to this proposal. (Check One)

I DO CERTIFY

I DO NOT CERTIFY

SIGNATURE: \_\_\_\_\_

PRINT NAME and TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SPRINGFIELD REDEVELOPMENT AUTHORITY**  
**ACKNOWLEDGMENT OF STANDARD FORM OF CONTRACT AND APPLICABLE CLAUSES RECEIPT**  
**Form #4**

I, \_\_\_\_\_, hereby acknowledge that  
(First and Last Name)

I have reviewed the Standard Form of Contract provided in Appendix A and acknowledge that the Contract contemplated in this Request for Qualifications is funded, in part, by the U.S Department of Transportation, Federal Transit Administration, and the Commonwealth of Massachusetts and as such, said Contract incorporates certain federal and state required contract provisions as indicated in Attachment D to the Standard Form of Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SPRINGFIELD REDEVELOPMENT AUTHORITY**  
**NON-COLLUSION CERTIFICATION**  
**Form #5**

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF HAMPDEN.

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in  
the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full  
age, being duly sworn according to law on my oath, depose and say that:

I am \_\_\_\_\_ of the firm of  
\_\_\_\_\_, the Applicant making the proposal for  
the above-named project, and that I executed the said proposal with full authority to do so;  
that said Applicant has not, directly or indirectly, entered into any agreement, participated in  
any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above-named project; and that all statements contained in said proposal  
and in this affidavit are true and correct, and made with full knowledge that the  
Commonwealth of Massachusetts relies upon the truth of the statements contained in said  
proposal and in the statements contained in this affidavit in awarding the contract for the said  
project.

I further warrant that no person or selling agency has been employed or retained to  
solicit or secure such contract upon an agreement or understanding for a commission,  
percentage, brokerage or contingent fee, except bona fide employees or bona fide established  
commercial or selling agencies maintained by

\_\_\_\_\_.  
(Name of Company)

\_\_\_\_\_  
Signature  
(Also type or print name under signature.)

Subscribed and sworn to before me this

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_.



**SPRINGFIELD REDEVELOPMENT AUTHORITY**  
**CERTIFICATION REGARDING LOBBYING (APPENDIX A, 49 CFR PART 20)**  
**Certification for Contracts, Grants, Loans and Cooperative Agreements**  
(To be submitted with each bid or offer exceeding \$100,000)  
**Form #6**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C., 1352 {as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**[Note: Pursuant to 31 U.S.C., 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]**

The contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C., 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official  
\_\_\_\_\_  
Date

**SPRINGFIELD REDEVELOPMENT AUTHORITY**  
**TAX CERTIFICATION AFFIDAVIT**  
**Form #7**

Individual Social Security Number \_\_\_\_\_ State Identification Number \_\_\_\_\_ Federal Identification Number \_\_\_\_\_

Company: \_\_\_\_\_

P.O. Box (if any): \_\_\_\_\_ Street Address Only: \_\_\_\_\_

City/State/ZIP Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

List address (es) of all other property owned by company in Springfield: \_\_\_\_\_

Please Identify if the bidder/proposer is a:

Corporation \_\_\_\_\_

Individual \_\_\_\_\_ Name of Individual: \_\_\_\_\_

Partnership \_\_\_\_\_ Names of all Partners: \_\_\_\_\_

Limited Liability Company \_\_\_\_\_ Names of all Managers: \_\_\_\_\_

Limited Liability Partnership \_\_\_\_\_ Names of Partners: \_\_\_\_\_

Limited Partnership \_\_\_\_\_ Names of all General Partners: \_\_\_\_\_

You must complete the following certifications and have the signature(s) notarized on the lines below. For any certification that does not apply to you, write N/A in the blanks provided.

**FEDERAL TAX CERTIFICATION**

I, \_\_\_\_\_ certify under the pains and penalties of perjury that \_\_\_\_\_, to my best knowledge and  
(Authorized Agent) (Bidder/Proposer)  
belief, has/have complied with all United States federal taxes required by law.

\_\_\_\_\_  
Bidder/Proposer/Contracting Entity Authorized Person's Signature Date

**CITY OF SPRINGFIELD TAX CERTIFICATION**

I, \_\_\_\_\_ certify under the pains and penalties of perjury that \_\_\_\_\_, to my best knowledge and  
(Authorized Agent) (Bidder/Proposer)  
belief, has/have complied with all City of Springfield taxes required by law.

\_\_\_\_\_  
Bidder/Proposer/Contracting Entity Authorized Person's Signature Date

**COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION**

Pursuant to M.G.L. c. 62C §49A, I, \_\_\_\_\_ certify under the pains and penalties of perjury that \_\_\_\_\_,  
(Authorized Agent) (Bidder/Proposer)  
to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: \_\_\_\_\_

**NOTARY PUBLIC**

STATE OF \_\_\_\_\_, 2010

County of \_\_\_\_\_, ss

Then personally appeared before me [name] \_\_\_\_\_, [title] \_\_\_\_\_ of [company name] \_\_\_\_\_ being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**YOU MUST FILL THIS FORM OUT COMPLETELY AND SIGNATURE MUST BE NOTARIZED AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.**

**SPRINGFIELD REDEVELOPMENT AUTHORITY**  
**CERTIFICATION OF INSURANCE REQUIREMENTS**  
**Form #8**

The undersigned certifies that upon receiving a letter of “Intent to Award Contract” from the Springfield Redevelopment Authority, the selected Applicant shall furnish certification of insurance that meets the requirements set forth in the contract for Designer services, provided in this RFQ, to the Springfield Redevelopment Authority within 10 business days from the date of such letter.

**NOTE: Failure to provide the required insurance documents within this time frame may result in the selected Applicant being deemed non-responsive.**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**SPRINGFIELD REDEVELOPMENT AUTHORITY**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) AFFIDAVIT**

(This affidavit to be completed by either the DBE prime contractor or the DBE sub-contractor)

**Form #9**

STATE OF \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ S.S.

The undersigned being duly sworn, deposes and says that he/she is the

\_\_\_\_\_  
(Sole owner; partner; president; treasurer; or other duly authorized official of the corporation)

of \_\_\_\_\_  
(Name of DBE)

and certifies that since the date of its certification by SOMWBA:

\_\_\_\_\_ (Insert  
Date)

This certification has not been revoked nor has it expired nor has there been any change in the minority status of:

\_\_\_\_\_  
(Name of DBE)

\_\_\_\_\_  
(Signature and Title of Person Making Affidavit)

Sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
My Commission Expires

**SPRINGFIELD REDEVELOPMENT AUTHORITY**  
**ADDENDA RECEIPT PAGE**  
**Form #10**

The undersigned acknowledges receipt of the following amendments to the documents.

(Provide number and date of each):

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the Request for Qualifications, which could result in rejection of the response.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# *Springfield Redevelopment Authority*

70 Tapley Street • Springfield, MA 01104 • (413) 787-6020

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## **Addendum No. 1 Bid No. 09-20100001**

Union Station Regional Intermodal Transportation Center  
Request for Qualifications for Designer Services

*Friday, September 24, 2010*

Addendum No. 1 Bid No. 09-20100001

RFQ: Union Station Regional Intermodal Transportation Center

Request for Qualifications for Designer Services

Submittal Deadline: October 22, 2010 at 2:00 P.M. (EDT)

Ladies and Gentlemen:

This is an addendum to the above referenced bid. Special attention should be given to this addendum to preserve the validity of any proposal submitted in response to this request. Bid responses must acknowledge this and all addenda. Failure to acknowledge this addendum can result in rejection of bid.

1. The date of the non-mandatory on-site briefing is Wednesday, October 6, 2010 at 11:00 a.m. at Union Station 55 Frank B. Murray Street, Springfield, Ma.

Sincerely,

Christopher J. Moskal, Project Manager

### *Commissioners*

*Armando Feliciano - Chair      Gloria Torres – Vice Chair  
John Brunton - Treasurer      William MacGregor - Secretary      Dot Lortie*

# *Springfield Redevelopment Authority*

70 Tapley Street • Springfield, MA 01104 • (413) 787-6020

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## **Addendum No. 2 Bid No. 09-20100001**

Union Station Regional Intermodal Transportation Center  
Request for Qualifications for Designer Services

***Wednesday, October 6, 2010***

Addendum No. 2 Bid No. 09-20100001

RFQ: Union Station Regional Intermodal Transportation Center

Request for Qualifications for Designer Services

Submittal Deadline: October 22, 2010 at 2:00 P.M. (EDT)

Ladies and Gentlemen:

This is an addendum to the above referenced bid. Special attention should be given to this addendum to preserve the validity of any proposal submitted in response to this request. Bid responses must acknowledge this and all addenda. Failure to acknowledge this addendum can result in rejection of bid.

- 1. List of Attendees to the non-mandatory briefing on October 6, 2010**
- 2. List of registrants for the RFQ for Designer Services as of October 6, 2010, 3:10 p.m.**

Sincerely,

Christopher J. Moskal, Project Manager

### *Commissioners*

*Armando Feliciano - Chair    Gloria Torres – Vice Chair  
John Brunton - Treasurer    William MacGregor - Secretary    Dot Lortie*

Please Print Clearly

Full Name	Company Name	Mailing Address	Phone Number	Email Address
SAM GARDNER	GING ARCH.	151 EAST ST NEW HAVEN, CT 06511	203-468- 4607 x. 282	sgardner@gingarchitects.com
Jared Gentilucci	Nitsch Engineering	186 Lincoln Street Suite 300 Boston, MA 02111	617-338- 0063	jgentilucci@nitscheng.com
JOHN AMODEO	CAROL R. JOHNSON ASSOC. INC.	115 BROAD ST. BOSTON, MA 02110	617.896. 2550	jamodeo@crjw.com
Dou Warner	HDR	695 Atlantic Ave Boston 02111	617-357- 7775	dou@hd.warner@hdrinc.com
MATTHEW ALUINI	GOOD HARBOR CONSULTING	55 ARDOR PARK DRIVE ROCKLAND, MA 02370	781-871-6555	MATTHEW.ALUINI@GOODHARBOR.NET
RICHARD COLAUZENTO	SASAKI ASSOCIATES	64 PLEASANT ST. WATERTOWN, MA 02472	617-923-7189	RCOLAUZENTO@SASAKI.COM
SUZANNA SCHROEDER	HDR	500 7TH AVE NY NY 10018	212.542.6083	SUZANNA.SCHROEDER@HDRINC.COM
Rob DiADAMO	TPRG	1 JACKSON RD Wellesley, MA	978 407 6276	rdiadam@tprg.net
Richard Doyle	TPRG	15 JACKSON RD Wellesley, MA	978 407 6276	rdoyle@tprg.net



Please Print Clearly

Full Name	Company Name	Mailing Address	Phone Number	Email Address
Caroline Fitzgerald	VJ Associates	992 Great Plain Ave. Needham MA 02492	701-444-8200	cfitzgerald@vjassociates.com
JOHN TARANTINO	HDIR	500 7TH AVE ROCKY HILLS, CT 06181	212-542-6094	john.tarantino@hdirinc.com
John Fisher	Perkins + Will	55 Court Street Boston, MA 02108	617-406-3421	john.fisher@perkinswill.com
Rebecca Sherer	Tighe & Bond	53 Southampton Rd Westfield, MA 01085	413-502-1000	RSHERER@TIGHEBOND.COM
Debbie Crooke	Thompson Consultant Inc (TCI)	525 Mill Street Newport MA	617-293-2111	d.crooke@Thompson-Consultants.com
JIM FUDA	BOURCELL ASSOCIATES	90 NATIONAL DR GASTONBURY CT 06033	860-633-8341	jfuda@bourcellassociates.com
STEVE JABLONSKI	STEPHEN JABLONSKI AGENCY	201 ELLIOT ST SPRINGFIELD, MA	413-747-5205	STEPHEN@BLONSKI@AUG.COM
Audrey Stuart	SEA	215 First St Cambridge, MA 02142	617-498-4622	audrey.stuart@seacon.com
Robert Lipman	SEA	11	617-498-7800	robert.lipman@seacon.com

Please Print Clearly

Full Name	Company Name	Mailing Address	Phone Number	Email Address
DEUGLAS LAWTON	CAMBRIDGE SEVEN ASSOCI INC	1050 MASSACHUSETTS AVE. CAMBRIDGE MA	617-442-7000	dlawton@csra.com
Emily Hornicutt	-	128 Marlborough St. Boston, MA 02116	203-550-5180	emilhornicutt@gmail.com
Tom Walsh	DANIEL O'CONNELL'S SONS	480 HAMPDEN ST.	508-520-5900 x1367	twalsh@oconnells.com
Scott Duncan	WSP SELLS	90 Worcester Road Charlton MA 01507	508-243-1970	scott.duncan@wsp-sells.com
James Conley	Gilbane	155 Federal St Suite 400 Boston, MA 02116	617-680-2397	jconley@gilbane.com
Kevin Niece	Arrowstreet	212 Elm Street Somerville MA 02144	617-023-5555	niece@arrowstreet.com
Larry Spang	ARROWSTREET	"	"	SPANG@ARROWSTREET.COM
Scott Sullivan	Consulting Engineering SCS	811 Middle Street Middletown, CT 06457	860-632-1682	SSULLIVAN@CESCT.COM
Michel Pariseau	Centerbrook	67 Main St P.O. Bx 955	860-767-0175	PARISEAU@CENTERBROOK.COM
Meg Lyons	Architects	Centerbrook Ct 06409		

Please Print Clearly

Full Name	Company Name	Mailing Address	Phone Number	Email Address
Chris Lesjardre	Aventia/Emma Architects	201 Ann St. 3rd Floor Hartford, CT	860-549 4725 x 38	Clegiodre@aventiaarchitects.com
Anna Bonnett	IBI Group	77 Franklin St 7th floor Boston, MA 02110	617 450 0901	anna.bonnett@ ibigroup.com
SEAN BRACE	TCI	525 New St NORFOLK MA 01901	508 748 2420	SBRACE@THAMPSON- CONSULTANTS.COM
Steve Surprenant	HDR	1101 King St. Suite 400 Alexandria, VA 22314		
KEVIN SOLLI	LANGAN ENGINEERING	575 LONG WILLOW DR NEW HAVEN CT 06515	(203) 562 5771	KSOLLI@LANGAN.COM
CARY HAMILTON	BRADY R350C	96 N WASHINGTON ST ROSELAND MA 0214	617-248 -0300 x211	HAMILTON@BRADY-R350C.COM
ELIZABETH WYLLIE JIM ALEXANDER	FINEGOLD ALEXANDER	77 NORTH WASHINGTON ST BOSTON, MA 02114	617.9272 227.9272 x1108	EWYLLIE@FAA-INC.COM
Stephan Deslacks	CASKELL ASSOCIATES	1341 Elmwood Ave Cranston RI	401 781 4000	SDES@CASKELL-RI.COM
Peter Pratt	STV INC	321 SUMMER ST 7th Floor BOSTON, MA 02210	617.303.1183	Peter.pratt@stvinc.com
Holly Grosvenor	NEWPORT COLLABORATIVE	38 Washington St. Newport, RI 02840	401 846 9583	Hgrosvenor@ncollab.com

Please Print Clearly

Full Name	Company Name	Mailing Address	Phone Number	Email Address
DAVID TUORYN	MICHAEL BAKER CORP	500 Enterprise Dr. Suite 2B Rocky Hill, CT 06867	860 257-2416	DTUORYN@MBAKERCORP.COM
JAMES KWOSKE TEN CROGAN	ROCK Engineers	80004 Grc. Sullivan 70 Hancock St. Boston 02110	617-594-7844	JKWOSKE@ROCKENGINEERS.COM
Heather MILLER	REINHOLD ASSOC	430 MAIN ST DEPWORTH VA 01001	413 786-9600	HEATHERMILLER@REINHOLDASSOC.COM
MARK MILGROM	MILGROM, INC	156 MAIN ST. SUITE 1012 SPRINGFIELD, MA (CONV. FINANCIAL PLAZA)	413 421 6920	MARKA@MILGROMANDINTERROOM.COM
Roger Siffaris	Gaskell Assoc. Consu Hing Eng	120 Maple Street Suite 3304 Springfield, MA	413-579-7548	RSIFFARIS@GASKELL.COM
MIKE DIMASCIO	ARUP	955 MASS AVE CAMBRIDGE, MA 02139	617-349-9294	MIKE.DIMASCIO@ARUP.COM
JUNET LOCKE	VHB	1 Federal Street Bldg 103-3N Springfield MA 01105	413 747 7113	jlocke@vhb.com
JOHN FURMAN	VHB	1 Federal Street Bldg 103-3N Springfield MA 01105	413 747 7113	jfurman@vhb.com
BOB McALEER	CES	101 Federal St Suite 1936 Boston MA	617-797-0674	RMCALEER@CESCT.COM
BRUCE WOOD	KMW	161 Newbury St Boston MA	617-267-0500	BWOOD@KMWARCH.COM

UNION STATION REGIONAL INTERMODAL TRANSPORTATION CENTER  
RFQ for Designer Services Recipients - as of October 6, 2010 3:10pm

Company	City	State
Adjaye Associates	New York	NY
Amenta/Emma Architects	Hartford	CT
ARC/ Architectural Resources Cambridge	Arlington	MA
Arrowstreet	Somerville	MA
Arup	Cambridge	MA
Baker / Wohl Architects	Boston	MA
BETA Group, Inc.	Norwood	MA
Bryant Associates, Inc.	Boston	MA
BSC Group	Boston	MA
Buro Happold	Cambridge	MA
Cambridge Seven Associates, Inc.	Cambridge	MA
Carol R. Johnson Associates, Inc.	Boston	MA
Chan Krieger NBBJ	Cambridge	MA
Charles Rose Architects	Somerville	MA
Consigli Construction Co., Inc.	Milford	MA
Consulting Engineering Services, LLC	Middletown	CT
Daniel O' Connell's Sons	Franklin	MA
DESMAN Associates	New York, NY	NY
DGT Survey Group	Boston	MA
DHK Architects	Boston	MA
DTC	Andover	MA
Durkee, Brown, Viveiros & Werenfels Architects	Providence	RI
Finegold Alexander	Boston	MA
Fitzmeyer & Tocci	Stoneham	MA
Fitzgerald & Halliday, Inc.	Hartford	CT
Gaskell Associates	Cranston	RI
Gilbane Building Company	Boston	MA
Good Harbor Consulting	Rockland	MA
Green International Affiliates, Inc.	Westford	MA
Gregg Wies & Gardner Architects	New Haven	CT
Gruzen Samton-IBI Group	New York	NY
Halvorson Design Partnership, Inc.	Boston	MA
HDR Architecture	Boston	MA
Howard/Stein-Hudson	Boston	MA
Huntley Associates, P.C.	Northampton	MA
IBI Group	Toronto, Ontario, Ca	MA
IBI Group	Boston	MA
Jacobs Engineering Group Inc.	Boston	MA
JCJ Architecture	New York	NY
Kallmann McKinnell & Wood Architects, Inc.	Boston	MA
Keville Enterprises, Inc.	Boston	MA
Kleinfelder/S E A Consultants Inc.	Cambridge	MA
Maguire Group Inc.	Foxborough	MA
Milone & MacBroom, Inc.	Cheshire	CT
Milone & MacBroom, Inc.	Springfield	MA
Next Phase Studios, Inc.	Boston	MA
Nitsch Engineering	Boston	MA
Office dA	Boston	MA
Pare Corporation	Foxboro	MA
Parsons Brinckerhoff	Boston	MA
Patrick Engineering	Boston	MA
Pizzagalli Construction Company	So. Burlington	MA
Planners Collaborative, Inc.	Boston	MA
Pressley Associates	Cambridge	MA
Pressley Associates	Cambridge	MA
Purcell Associates	Glastonbury	CT
Rafael Vinoly Architects	New York	NY

RDK Engineers	Andover	MA
Reinhardt Associates, Inc.	Agawam	MA
Reinhardt Associates, Inc.	Agawam	MA
REX Architecture	New York	NY
RGB Architects	North easton	MA
Rizvi Architect	Boston	MA
Roth and Moore Architects	New Haven	CT
Sasaki	Watertown	MA
Shaw Environmental & Infrastructure, Inc.	Stoughton	MA
STV	Boston	MA
STV Inc.	Boston	MA
SYSTRA Consulting, Inc.	Little Falls	NJ
The Cecil Group	Boston	MA
The Hotchkiss Group LLC	Baltimore	MD
Thompson Consultants	Marion	MA
Tighe & Bond, Inc.	Westfield	MA
TPRG	Wellesley	MA
Urban Engineers, Inc.	Hartford	CT
Vanasse Hangen Brustlin, Inc.	Springfield	MA
VJ Associates	Needham	MA
VJ Associates	Hicksville	NY
Weidlinger Associates, Inc.	New York	NY
Wendel	Amherst	NY
Wendel Duchscherer	Amherst	NY
WSP Flack + Kurtz	Boston	MA

# *Springfield Redevelopment Authority*

70 Tapley Street • Springfield, MA 01104 • (413) 787-6020

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## **Addendum No. 3 Bid No. 09-20100001**

Union Station Regional Intermodal Transportation Center  
Request for Qualifications for Designer Services

*Wednesday, October 13, 2010*

Addendum No. 3 Bid No. 09-20100001

RFQ: Union Station Regional Intermodal Transportation Center

Request for Qualifications for Designer Services

Submittal Deadline: October 22, 2010 at 2:00 P.M. (EDT)

Ladies and Gentlemen:

This is an addendum to the above referenced bid. Special attention should be given to this addendum to preserve the validity of any proposal submitted in response to this request. Bid responses must acknowledge this and all addenda. Failure to acknowledge this addendum can result in rejection of bid.

1. Attached are the responses to the questions for the RFQ for Designer Services for the Union Station Regional Intermodal Transportation Center 55 Frank B. Murray Street, Springfield, Ma.

Sincerely,  
Christopher J. Moskal, Project Manager

### *Commissioners*

*Armando Feliciano - Chair    Gloria Torres – Vice Chair*  
*John Brunton - Treasurer    William MacGregor - Secretary    Dot Lortie*

**UNION STATION REGIONAL INTERMODAL  
TRANSPORTATION CENTER**

Bid No. 09-20100001

**QUESTIONS & ANSWERS**

**What is the status of funding for designer services?**

The design is expected to be undertaken in phases. The Springfield Redevelopment Authority (SRA) has state Transportation bond funds on hand to pay for the first phase of the design work. Other funds include a state Off Street Parking grant for the construction of the parking garage and the advancement of design work for the garage portion of the project. Additional FTA contract funds can be accessed once design and permitting activities have been advanced.

**Have environmental reports (21E) been prepared?**

The City/SRA has been working with Massachusetts Department of Environmental Protection (MADEP), who has retained an outside contractor who is advancing Phase II environmental site assessment activities. This work will be done independently of the design, engineering, and permitting work.

**Does the design contemplate tunnel access with vertical circulation coming out of platform level?**

Please reference the 2008 Redevelopment Plan, it shows three elevators as well as access through the tunnel where passengers can board the trains, similar to the New Haven Station.

**Will Amtrak be performing ticketing within in Main Concourse Level?**

Yes, the 2008 Redevelopment Plan shows Amtrak ticketing at the entrance to the tunnel on the main concourse level.

**Will the project be constructed regardless of tenancy or is tenancy critical for financial capability?**

The project will be constructed and/or built-out based on tenancy. It is extremely important to ensure operational viability for the project. The SRA is currently re-



engaging with the transit providers (PVTA, Amtrak and Peter Pan) to confirm space needs and will provide updates to the selected designer on these arrangements. The design should locate the tenants within the facility to optimize operating viability and mitigate the impacts of any space that is not initially occupied.

**Are there any ownership agreements in place with CSX or Amtrak that could impact the project?**

There are multiple owners of the elevated track area and careful coordination between CSX, Amtrak and the SRA will be required during the design process. There will be interface required with CSX, based on the proximity of the project to its tracks, to coordinate planned improvements to the platforms, restoration of tunnels, etc.

**Is HDR allowed to propose for designer service?**

Yes

**Is there historic oversight?**

Yes, the terminal and baggage buildings are located in the Downtown Springfield Railroad Historic District. The District is listed on the National Register of Historic Places and the Massachusetts Register of Historic Places. There is also a Memorandum of Agreement (MOA) between the City of Springfield and the Massachusetts State Historic Preservation Officer (SHPO) executed when the Hotel Charles was demolished on the portion of the site at the corner of Frank B. Murray and Main Streets. This MOU requires that the SHPO be provided an opportunity to review and comment on the design on any future reconstruction. Further, the permits that were advanced and/or secured for the prior Union Station redevelopment effort anticipated the rehabilitation of the baggage building. The 2008 Redevelopment Plan that is being advanced calls for its demolition. The project is also located in the Court Square Urban Renewal Area and development plans must be approved by the SRA. We would also rely on your research of what has been submitted or filed with MEPA and/or NEPA for the prior Union Station redevelopment effort.

**What are your expectations of the designer in obtaining pricing?**

We expect the designer to be involved in cost estimating throughout the various phases of the project. The designer will be expected to work with the Construction Manager (CM) in this iterative effort. The designer also will be involved with the CM in the value engineering process. Fundamentally, the designer must design to budget.

**On Page 9 of the Scope of Services, paragraph 3 references the delivery method of choice being Construction Management at Risk – if the SRA proceed with this delivery method, at what point during design would the CM likely be selected?**

The SRA anticipates that the project delivery method will be Construction Manager at Risk (CM). If so, the CM will be retained early in the design process to collaborate on critical design issues such as the review of the building structural and mechanical systems, building material selections, cost estimating, value engineering, design/constructability review, schedule and budget, etc. The CM will provide a guaranteed maximum price when the project has been substantially defined.

**On Page 10 of the Scope of Services, paragraph 3 references BIM – is there a preferred or required software application?**

Not at this time, the SRA will consult with the OPM and the Selected Designer to evaluate and then select the BIM technology that is best suited to the project.

**On Page 15 of Scope of Services, Construction Documents Phase, page 15 fourth bulleted item – how many bid packages do you anticipate?**

This will be determined at a later date.