

TOWN OF SUDBURY  
REQUEST FOR DESIGNER SERVICES

The Town of Sudbury Permanent Building Committee seeks proposals from a registered architect/firm experienced in the area of historic property preservation, planning, design and administration of municipal design projects to provide design services in two phases in connection with the proposed renovation and adaptive reuse of the Sudbury Town Hall at 322 Concord Rd., Sudbury. Phase I services are expected to be performed from mid-February through May 15, 2013 at a fixed fee of \$45,000. Phase II will be contracted separately upon funding.

The RFP is available beginning December 12, 2012, by contacting James Kelly, Facilities Director at 978-443-2209 ext. 1365 or by e-mail to [kellyj@sudbury.ma.us](mailto:kellyj@sudbury.ma.us). A mandatory site visit will take place on January 4, 2013, at 10 a.m., meeting at the Town Hall front door.

Proposals are due on or before 3:00 p.m., January 18, 2013, addressed to the Permanent Building Committee, c/o Facilities Director, Building Office, 275 Old Lancaster Rd., Sudbury, MA 01776.

The Town of Sudbury reserves the right to reject any or all proposals if it is the public interest to do so, and to act upon the proposals and make its award in any lawful manner.

Permanent Building Committee  
Elaine Jones, Co-Chair

REQUEST FOR QUALIFICATIONS  
DESIGNER SERVICES  
SUDBURY TOWN HALL

The Town of Sudbury, by its Permanent Building Committee, invites sealed proposals from registered architect/firms licensed to do business in Massachusetts for a Phase I architectural and design study of the Town Hall for the renovation and adaptive reuse of the building, including historic rehabilitation, restoration, and consolidation of Town Departments in accordance with departmental space requirements; and for Phase II design development through contract administration.

Background: The Sudbury Town Hall erected in 1932 is located at the historic Town Center, 322 Concord Road, within the Sudbury Center Historic District. It is currently used for office space by the Town Clerk, vault storage, and meeting use. The second floor is temporarily utilized by the Sudbury Historical Society.

Sudbury is a Green Community and, as such, it is expected that any contemplated construction will be sustainable.

Proposals will be received at the Office of the Facilities Director, Attn: Permanent Building Committee, Building Department, 275 Old Lancaster Rd., Sudbury, MA 01776, until 3:00 p.m. on January 18, 2013, at which time and place all applications shall be publicly opened.

The designer services sought include:

Phase I -

1. Development of design schemes (minimum of 2) with room layouts to modify or expand the existing Town Hall to relocate certain Town offices from the Flynn Building to the Town Hall (see list attached) in a functional and efficient manner and to include current functions of Town Clerk's office and meeting room use to accommodate both large and small group meetings. Designer shall prepare , preliminary cost estimates and phasing plans for each design scheme. Design schemes shall incorporate the designer's investigation and evaluation of the following:
  - a) utilities (mechanical, electrical, plumbing and fire protection ) and technology requirements;
  - b) envelope and structure;
  - c) code compliance;
  - d) ADA compliance;
  - e) septic systems;
  - f) hazardous materials inventory;
  - g) existing Activity and Use Limitation (c.21E response)
  - h) program space layout plans including vaults and storage needs
  - i) analysis of program space square footage requirements for each department and for all Town Offices to be located in the Town Hall

- i) site improvements including parking
  - j) identification of any other issues requiring the Town's attention.
2. Presentation of schemes by means of two public meetings with appropriate boards and committees and Sudbury residents in attendance plus four meetings with the Permanent Building Committee during the process.
  3. Upon selection of desired scheme, designer will prepare a preliminary design and building schematic drawings including floor plans and site plan/parking plans with an itemized cost estimate, qualifying what expenses are eligible for Community Preservation Act historical restoration funding.
  4. Submission of a report in electronic format with four print copies presenting the materials included in para. 3.

#### Phase II –

Design development drawings leading to preparation of final technical specifications, plans and drawings for sustainable construction and for use in solicitation of bids; assistance in preparation of construction bid documents, interpretation of plans and specifications for clarification to bidders, including attendance at a pre-bid conference; contract administration, shop drawing review and construction administration services.

#### Project Information and Mandatory Site Visit

The Town of Sudbury Space Needs Study prepared in 2002 by Bargmann Hendrie + Archetype is available for architect's review and use in Phase I. The Russo Barr Roof Study Report for the Town Hall, building plans and the Amendment and Ratification of Notice of Activity and Use Limitation are also available.

A tour of the building will be conducted by Facilities Director James Kelly on January 4, 2013, or as otherwise arranged, beginning at 10 a.m. at the front door of the Town Hall. A site tour is mandatory.

#### Proposal Requirements

All proposals must be submitted in a sealed package bearing the name of the applicant, addressed to the Office of the Facilities Director, Attn: Permanent Building Committee, Building Department, 275 Old Lancaster Road, Sudbury, MA 01776, and marked "Proposal: Designer Services - Town Hall."

Proposals shall consist of: letter of intent including a proposed timeline of services (8 copies) which shall address the minimum qualifications and the evaluation criteria set forth in the Selection Process section of this RFQ; Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2011 (8 copies); master proposal (3 copies and one electronic copy on diskette) which shall include resumes of the key persons and consultants whose services the applicant intends to utilize and which may include descriptions and

illustrations of representative work, with appropriate graphics; one original tax attestation form; one certificate of non-collusion.

### Selection Process

Architectural firms will be evaluated on the basis of qualifications and experience in the area of historical property preservation, planning, design and administration of municipal design projects, and in particular, Town Hall projects.

After review of all proposals, three of the highest ranked firms will be invited to interview with the Permanent Building Committee. The interviews are expected to take place in February, 2013. Final recommendations as to the selection of the qualified designer will be made by the Permanent Building Committee after the interview process with award of Phase I contract anticipated upon completion.

Selection of the applicant to be awarded the contract shall be in accordance with the "Guidelines for Local Designer Selection Procedures" adopted on January 22, 1985, by the Designer Selection Board of the Commonwealth of Massachusetts established under M.G.L. c.7, s36B, adopted by the Board of Selectmen on March 16, 1987, as revised. The Town reserves the right to reject any and all proposals if deemed to be in the interest of the Town. The Town of Sudbury is an Affirmative Action/Equal Opportunity Employer.

All applicant firms must possess the following minimum qualifications which will be addressed in the cover letter:

- Thorough knowledge of the Massachusetts State Building Code and regulations of the Architectural Barriers Board;
- Thorough knowledge of, and familiarity with, requirements of Chapter 579 of the Acts of 1980 (Omnibus Construction Act) for Public Construction and Chapter 193 of the Acts of 2004;
- Recent experience in municipal historic restoration (within last ten years)

The applications shall be evaluated upon the following (not in prioritized order):

- Scope of services offered and their appropriateness to the needs of the Town
- Recent experience and qualifications in municipal historical restoration projects similar in scope within the last ten years
- References (minimum of five)
- Ability to work with Town personnel and Committees
- Ability to meet schedule given current workload
- Identity and qualifications of the consultants who will work on the project
- Qualifications of the key personnel to be assigned to the project
- Time commitment of those key persons assigned to the project
- Financial stability of the firm
- Cost control experience
- Achievements demonstrating design excellence

- Demonstrated familiarity with the public bid construction process
- Experience in green building design and sustainability
- Any other criteria deemed appropriate by the Permanent Building Committee.

#### Contracting Requirements

Services for Phase I and Phase II will be contracted for separately. Continuation of the project will be based on the findings and results of the completed scope as described for Phase I. The award of contract for Phase II is contingent upon satisfactory performance by designer on Phase I in the opinion of the Permanent Building Committee, approval of the project by vote of Town Meeting, and subsequent approval of a debt exemption by ballot.

The successful applicant shall execute the Phase I contract presented by the Town of Sudbury (sample attached).

Phase I must be completed by May 15, 2013, or as otherwise agreed.

The architect's fixed fee for Phase I including all reimbursable expenses including travel, mailing, and copy reproduction (with certain exceptions) shall be \$45,000, excluding hazardous materials testing. The fee for Phase II will be negotiated.

The successful applicant must obtain and maintain at his own expense general and automobile liability policies in addition to professional liability insurance, the latter in a total amount of not less than \$100,000 for Phase I and \$1,000,000 for Phase II. The Town shall be named as an additional insured with regard to liability coverage. A certificate of insurance must be submitted to the Town prior to formal award of any contract.

The Town reserves the right to reject any and all proposals if it is in the best interest of the Town.

For questions concerning this proposal contact James Kelly, Facilities Director, 978-639-1365.

Offices to be relocated from Flynn Building to Town Hall:

Town Manager

Selectmen's Office

Law Office

Assistant Town Manager/Human Resources

Town Planner

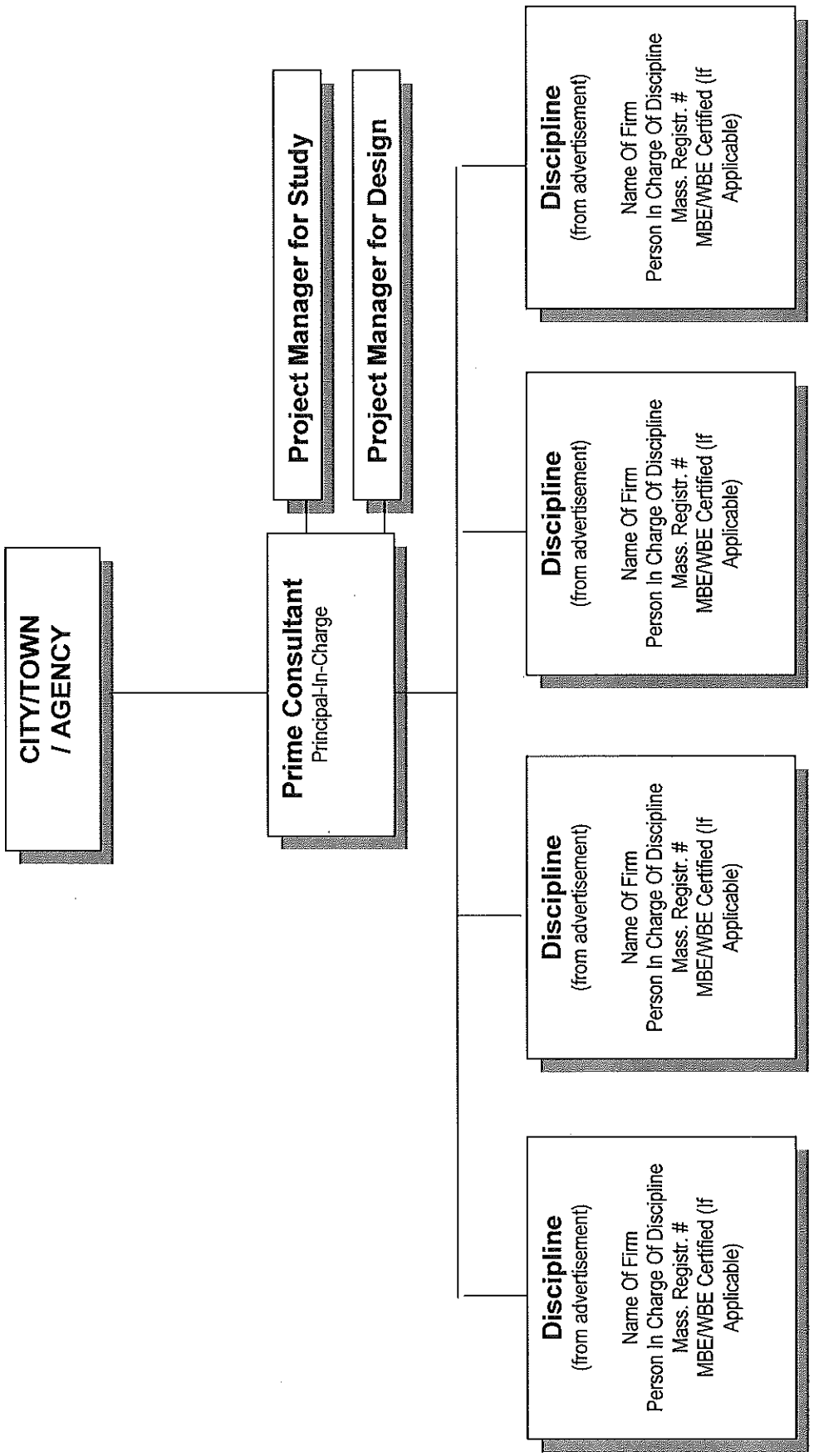
Accounting

Treasurer/Collector

Assessors

<b>Commonwealth of Massachusetts</b>  <b>Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2011)</b>	<b>1. Project Name/Location For Which Firm Is Filing:</b>  <div style="border: 1px solid black; padding: 5px; margin: 5px 0;">                 2. Project #                   This space for use by Awarding Authority only.             </div>
<b>3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:</b>	<b>3e. Name Of Proposed Project Manager:</b>  For Study: (if applicable) For Design: (if applicable)
<b>3b. Date Present and Predecessor Firms Were Established:</b>	<b>3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:</b>
<b>3c. Federal ID #:</b>	<b>3g. Name and Address Of Parent Company, If Any:</b>
<b>3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):</b>  Email Address: Telephone No.:  Fax No.:	<b>3h. Check Below If Your Firm Is Either:</b> (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>
<b>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):</b>	
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. _____ ( ) Other _____ ( ) Mechanical Engrs. _____ ( ) Planners: Urban./Reg. _____ ( ) Specification Writers _____ ( ) Structural Engrs. _____ ( ) Surveyors _____ ( ) _____ ( ) Total _____ ( )
<b>5. Has this Joint-Venture previously worked together?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

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





<p>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.</p>	
a. Name and Title Within Firm:	
b. Project Assignment:	
c. Name and Address Of Office In Which Individual Identified In 7a Resides:	MBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> WBE <input type="checkbox"/>
d. Years Experience: With This Firm: _____ With Other Firms: _____	
e. Education: Degree(s) /Year/Specialization	
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	
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):	

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

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.						
# of Total Projects:		# of Active Projects:			Total Construction Cost (In Thousands) of Active Projects (excluding studies):	
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New	
		1.				
		2.				
		3.				
		4.				
		5.				
		6.				
		7.				
		8.				
		9.				
		10.				
		11.				
		12.				

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

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

**Be Specific – No Boiler Plate**

11. Professional Liability Insurance:			
Name of Company	Aggregate Amount	Policy Number	Expiration Date
12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer <b>YES</b> or <b>NO</b> . If <b>YES</b> , please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).			
13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:			
Name a. b. c.	Title	MA Reg #	Status/Discipline
Name d. e. f.	Title	MA Reg #	Status/Discipline
14. If Corporation, Provide Names Of All Members Of The Board Of Directors:			
Name a. b. c.	Title	MA Reg #	Status/Discipline
Name d. e. f.	Title	MA Reg #	Status/Discipline
15. Names Of All Owners (Stocks Or Other Ownership):			
Name And Title a. b. c.	% Ownership	MA. Reg.#	Status/Discipline
Name And Title d. e. f.	% Ownership	MA. Reg.#	Status/Discipline
16. I hereby certify that the 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 (Signature)	Printed Name and Title	Date	Date

**CERTIFICATE OF TAXES/TAX ATTESTATION**

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

\_\_\_\_\_  
Social Security Number, or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual, or  
Corporation Name

By: \_\_\_\_\_  
Corporate Officer & Title (if applicable)

**AFFIX CORPORATE SEAL**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid, or proposal, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Signature of Individual, or  
Corporation Name

By: \_\_\_\_\_  
Corporate Officer & Title (if applicable)

**AFFIX CORPORATE SEAL**

**SAMPLE CONTRACT  
FOR  
PROFESSIONAL SERVICES**

The Town of Sudbury, acting by its Town Manager by and through its Permanent Building Committee, (collectively hereinafter "Town") and \_\_\_\_\_ (hereinafter "Architect") hereby agree as follows:

1. DEFINITIONS

- a) "Town": Permanent Building Committee on behalf of the Town Manager, with the address 278 Old Sudbury Road, Sudbury, MA 01776, represented by \_\_\_\_\_, who shall be the Permanent Building Committee liaison on this project.
- b) "Facilities Director": Town of Sudbury Facilities Director James Kelly as the Town contact for this project, with an office located at 275 Old Lancaster Rd., Sudbury, 978-443-2209, ext. 1365.
- d) "Architect": \_\_\_\_\_ with the address \_\_\_\_\_, with \_\_\_\_\_, acting as principal contact on this project.

2. WORK

By this agreement between the Architect and Town, the Architect shall perform the services set forth in the Request for Qualifications advertised in the Central Register on December 12, 2012, and in accordance with the proposal of \_\_\_\_\_ dated \_\_\_\_\_ in response to said RFQ. These services are limited to Phase I only.

3. REQUIREMENTS

This Contract shall be deemed to include all terms required to be included by the Massachusetts General Laws, as though such terms were set forth in full herein.

4. OWNERSHIP OF DOCUMENTS

All reports, surveys, drawings, plans and other data and material, including data and material stored on electronic media, furnished to the Town during the course of the project (collectively "Materials") shall become the property of the Town of Sudbury and may be used by the Town thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the

Architect; provided, that the Architect may use its copies of such materials for educational or promotional purposes or for required submissions to governmental bodies.

5. TIME FOR COMPLETION

Work shall commence upon execution of the contract to enable the completion of the investigative process, meetings, submission of materials as set forth in the RFQ or as required in this project on or before May 15, 2012, unless otherwise mutually agreed.

6. ARCHITECT RESPONSIBILITIES

The Architect represents that it can and shall perform the services hereunder in a competent and professional manner, in accordance with the standards generally accepted for performance of such services. The Architect shall at all times be acting as an independent contractor and not as an agent for, partner or joint venturer with the Town.

7. ASSIGNMENT

The rights and obligations of the Architect hereunder may not be assigned without the written consent of the Town.

8. ENTRY ONTO PROPERTY

If performance of the services described in its proposal requires the Architect to make entry onto land or other property, the Town hereby grants (for property it owns) permission to enter such property for the purpose of performing such services. The Architect hereby agrees that it shall conduct its activities on such property in such a manner as to minimize any damage, disruption or alteration to the site, and shall, so far as is reasonable and consistent with the nature of the activities conducted thereon, restore the site to its condition prior to entry by the Architect.

9. PROVISION OF INFORMATION AND EXTENT OF LIABILITY

The Town will make available to the Architect, if requested, information in its possession which relates to the subject of the services to be performed hereunder. The Town does not warrant the accuracy or completeness of such information; however, unless stated by the Town in writing, the Architect shall be entitled to rely upon such information, subject to the following conditions. The Architect shall be responsible for reviewing the information for any inaccuracies which are apparent upon a view of the site or discrepancies between such information and any materials, measurements, analysis or data prepared independently by the Architect which concern the same subject matter; and the Architect shall not be



entitled to rely on information which such review shows, or reasonably should have shown, consistent with due professional diligence and generally accepted standards of performance in the Architect's field of practice, to be incorrect. The Architect shall not be liable to the Town in connection with errors, acts or omissions directly resulting from the Architect's reasonable and justified reliance, in accordance with the requirements of this paragraph, on information furnished to it by the Town. All information provided to the Architect by the Town shall remain the property of the Town.

10. PAYMENT

In consideration of the performance of such acts and services satisfactory to the Town, the Town shall pay the Engineer for the contracted services performed for the Town, the fixed fee of Forty-five Thousand and 00/100 Dollars (\$45,000), billed monthly, based on a lump sum, percent complete basis by task. Said sum includes all costs associated for telephone, electronic communications, fax, postage, courier/special handling and delivery fees, photographs, cost estimators, renderings, Any other reimbursable expenses shall be billed at cost. Additional services as may be requested will be provided on an hourly basis in accordance with the schedule attached hereto.

11. INSURANCE

In addition to its general and automobile liability policies, the Architect shall maintain Professional Liability Insurance for errors and omissions in the amount of \$100,000, or such higher amount sufficient to ensure the restoration of any plans, drawings, computations, or other similar data relating to the work covered by this Agreement in the event of loss or destruction until all data is turned over to the Town. Architect shall name the Town as an additional insured with regard to liability coverage. Certification of said insurance together with Worker's Compensation coverage shall be forwarded to the Town prior to commencement of the work.

12. INDEMNIFICATION

The Architect shall indemnify, defend and save harmless the Town and all of their officers, agents and employees against all costs, damages, suits and claims of liability of every name and nature arising out of the negligence or intentional wrongful act of the Architect in the performance of this Contract.

13. TERMINATION

The Town may terminate this agreement at any time upon seven (7) days written notice. If such termination is without the fault of the Architect, the Town shall

pay the Architect all compensation and reimbursement due to the Architect up to the date of termination, including proportionate payment for completed portions of uncompleted work. Such payment shall not exceed the fair value of the work, as the Town shall determine.

14. NOTICE

Notices shall be sent to the Town to the attention of:

Maureen G. Valente, Town Manager  
Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776

With copy to:  
Permanent Building Committee  
278 Old Sudbury Rd.  
Sudbury, MA 01776

and to the Architect to the attention of :

**TOWN OF SUDBURY**

**ARCHITECT**

By: \_\_\_\_\_  
Maureen G. Valente  
Town Manager

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

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

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