

Commonwealth of Massachusetts DSB Application Form (Updated July 2016)	1. Project Name/Location for Which Firm is Filing: Planning Designer Services Related to the Design and Construction of a New Parking Garage In the Town of Natick		2a. DSB # Item #																																																																																																			
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work: Walker Parking Consultants / Engineers, Inc. DBA Walker Restoration Consultants 20 Park Plaza, Suite 1202 Boston, MA 02116	3e. Name Of Proposed Project Manager: For Study: (if applicable) Brandon Schrenker, PE For Design: (if applicable) Brandon Schrenker, PE	2b. Mass. State Project #																																																																																																				
3b. Date Present and Predecessor Firms Were Established: 1965		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above: N/A																																																																																																				
3c. Federal ID #: 38-1782774		3g. Name and Address Of Parent Company, If Any: Walker Parking Consultants / Engineers, Inc. 505 Davis Road Elgin, IL 60123																																																																																																				
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Arthur G. Stadig, Vice President MA Registration # 38431 Email Address: art.stadig@walkerparking.com Telephone No: (617) 350-5040 Fax No.: (888) 502-5726		3h. Check Below if Your Firm Is Either: <input type="checkbox"/> (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 (MWBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE)																																																																																																				
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): <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>50</th> <th>(5)</th> <th>Ecologists</th> <th>0</th> <th>(0)</th> <th>Licensed Site Profs.</th> <th>0</th> <th>(0)</th> <th>Other</th> <th>()</th> </tr> </thead> <tbody> <tr> <td>Admin. Personnel</td> <td>9</td> <td>(3)</td> <td>Electrical Engrs.</td> <td>4</td> <td>(0)</td> <td>Mechanical Engrs.</td> <td>0</td> <td>(0)</td> <td>CADD Technician</td> <td>40</td> </tr> <tr> <td>Architects</td> <td>0</td> <td>(0)</td> <td>Environmental Engrs.</td> <td>0</td> <td>(0)</td> <td>Planners: Urban./Reg.</td> <td>15</td> <td>(1)</td> <td>Computer Programmer</td> <td>4</td> </tr> <tr> <td>Acoustical Engrs.</td> <td>19</td> <td>(1)</td> <td>Fire Protection Engrs.</td> <td>0</td> <td>(0)</td> <td>Specification Writers</td> <td>0</td> <td>(0)</td> <td>Technician/Analyst</td> <td>17</td> </tr> <tr> <td>Civil Engrs.</td> <td>0</td> <td>(0)</td> <td>Geotech. Engrs.</td> <td>0</td> <td>(0)</td> <td>Structural Engrs.</td> <td>68</td> <td>(8)</td> <td>Transportation Engineer</td> <td>2</td> </tr> <tr> <td>Code Specialists</td> <td>1</td> <td>(0)</td> <td>Industrial Hygienists</td> <td>0</td> <td>(0)</td> <td>Surveyors</td> <td>0</td> <td>(0)</td> <td>Project Managers</td> <td>28</td> </tr> <tr> <td>Construction Inspectors</td> <td>0</td> <td>(0)</td> <td>Interior Designers</td> <td>0</td> <td>(0)</td> <td></td> <td></td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Cost Estimators</td> <td>0</td> <td>(0)</td> <td>Landscape Architects</td> <td>0</td> <td>(0)</td> <td></td> <td></td> <td>()</td> <td>Total Personnel</td> <td>284</td> </tr> <tr> <td>Drafters</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>(26)</td> </tr> </tbody> </table>					50	(5)	Ecologists	0	(0)	Licensed Site Profs.	0	(0)	Other	()	Admin. Personnel	9	(3)	Electrical Engrs.	4	(0)	Mechanical Engrs.	0	(0)	CADD Technician	40	Architects	0	(0)	Environmental Engrs.	0	(0)	Planners: Urban./Reg.	15	(1)	Computer Programmer	4	Acoustical Engrs.	19	(1)	Fire Protection Engrs.	0	(0)	Specification Writers	0	(0)	Technician/Analyst	17	Civil Engrs.	0	(0)	Geotech. Engrs.	0	(0)	Structural Engrs.	68	(8)	Transportation Engineer	2	Code Specialists	1	(0)	Industrial Hygienists	0	(0)	Surveyors	0	(0)	Project Managers	28	Construction Inspectors	0	(0)	Interior Designers	0	(0)			()		()	Cost Estimators	0	(0)	Landscape Architects	0	(0)			()	Total Personnel	284	Drafters										(26)
	50	(5)	Ecologists	0	(0)	Licensed Site Profs.	0	(0)	Other	()																																																																																												
Admin. Personnel	9	(3)	Electrical Engrs.	4	(0)	Mechanical Engrs.	0	(0)	CADD Technician	40																																																																																												
Architects	0	(0)	Environmental Engrs.	0	(0)	Planners: Urban./Reg.	15	(1)	Computer Programmer	4																																																																																												
Acoustical Engrs.	19	(1)	Fire Protection Engrs.	0	(0)	Specification Writers	0	(0)	Technician/Analyst	17																																																																																												
Civil Engrs.	0	(0)	Geotech. Engrs.	0	(0)	Structural Engrs.	68	(8)	Transportation Engineer	2																																																																																												
Code Specialists	1	(0)	Industrial Hygienists	0	(0)	Surveyors	0	(0)	Project Managers	28																																																																																												
Construction Inspectors	0	(0)	Interior Designers	0	(0)			()		()																																																																																												
Cost Estimators	0	(0)	Landscape Architects	0	(0)			()	Total Personnel	284																																																																																												
Drafters										(26)																																																																																												
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																						

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

Town of Natick, MA

Planning Designer Services Related
to the Design and Construction of a
New Parking Garage

**Walker Parking
Consultants**

Principal-In-Charge
Art Stadig, PE
MA License: 38431

Project Manager for Study

Brandon Schrenker, PE
MA License: 48404

**Walker Parking
Consultants**

Feasibility
Brandon Schrenker, PE
Dan Kupferman, CAPP
Concept Design
Brandon Schrenker, PE
Development Strategy
Brandon Schrenker, PE
Dan Kupferman, CAPP

VHB

Civil Engineering
Justin Dufresne, PE
Brittany Gesner, PE, ENV SP
Traffic Engineering
Vinon Kalikiri, PE, PTOE, ENV SP
Urban Planning
Geoffrey Morrison-Logan, NCICS, NCICMF
Oil and Hazardous Materials
Paul McKinlay, PG, LSP

Abramson & Associates

Market Analysis
Barry Abramson

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. 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: Art Stadig, PE, Vice President	Name and Title Within Firm: Brandon Schrenker, PE, Project Manager	
b.	Project Assignment: Principal In Charge	Project Assignment: Project Manager	
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Walker Parking Consultants 20 Park Plaza, Suite 1202 Boston, MA 02116 <div style="display: flex; justify-content: flex-end;"> <div style="margin-right: 20px;"> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOVBE <input type="checkbox"/> VBE </div> </div>	Name and Address Of Office In Which Individual Identified In 7a Resides: Walker Parking Consultants 20 Park Plaza, Suite 1202 Boston, MA 02116 <div style="display: flex; justify-content: flex-end;"> <div style="margin-right: 20px;"> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOVBE <input type="checkbox"/> VBE </div> </div>	
d.	Years Experience: With This Firm: 32 With Other Firms: 3	Years Experience: With This Firm: 13 With Other Firms: 0	
e.	Education: Degree(s) /Year/Specialization Bachelor of Science, Civil Engineering University of Colorado, 1982	Education: Degree(s) /Year/Specialization Bachelor of Science, Civil Engineering Northeastern University, 2004	
f.	Active Registration: Year First Registered/Discipline/Mass Registration Number 1995/Structural Engineer/MA License #38431	Active Registration: Year First Registered/Discipline/Mass Registration Number: 2009/Structural Engineer/MA License #48404	
g.	<p>Current Work Assignments and Availability For This Project:</p> <ol style="list-style-type: none"> 1. South Boston Waterfront Transportation Hub, Boston, MA. Functional design, parking consulting, financial performa studies, parking demand studies, PARCS design, and automated parking guidance system design. 2. Arsenal Yards, Watertown, MA. 3. Vancouver Oakridge Center, <p>Art will dedicate 20% of his time to this project.</p>	<p>Current Work Assignments and Availability For This Project</p> <ol style="list-style-type: none"> 1. South Boston Waterfront Transportation Hub, Boston, MA. Functional design, parking consulting, financial performa studies, parking demand studies, PARCS design, and automated parking guidance system design. 2. Arsenal on the Charles West Garage, Watertown, MA. Design services for 1,800+ space garage. 3. UMass Memorial Belmont and Kendall, Boston, MA. Construction document preparation, bidding, and construction administration. <p>Brandon will dedicate 65% of his time to this project.</p>	

<h3>Other Experience and Qualification Relevant to the Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</h3>	<h3>Other Experience and Qualification Relevant to the Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</h3>
<ol style="list-style-type: none"> Town of Windham, Windham, CT. Parking demand study, conceptual design, and final design for 275-space municipal parking facility. Quincy Center, Quincy, MA. Study to identify parking requirements through shared parking methodology Springfield Civic Center Garage, Springfield, MA. Planning study to determine future parking needs. City of Dover Parking Structure, Dover, NH. Functional/structural design and consulting for a new 360 space structure with an attached police department. Massport Air Rights Financial, Boston, MA. Financial feasibility for parking in the Seaport District. Medford Square, Medford, MA. Functional design/consulting, master planning and shared parking analysis. 	<ol style="list-style-type: none"> Town of Windham, Windham, CT. Parking demand study, conceptual design, and final design for 275-space municipal parking facility. Medford Square, Medford, MA. Functional design/consulting, master planning and shared parking analysis. City of Dover Parking Structure, Dover, NH. Functional/structural design and consulting for a new 360 space structure with an attached police department. University of Massachusetts Lowell Southeast Garage, Lowell, MA. Functional design, structural engineering, PARCS design and signage for a 760 space structure. Bridgewater State University, Bridgewater, MA. Parking consulting and functional design for an 841 space structure.

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. 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:	Dan Kupferman, Director of Car Park Management Systems
b. Project Assignment:	Parking Consultant
c. Name and Address Of Office In Which Individual Identified In 7a Resides:	<div>Walker Parking Consultants</div> <div>20 Park Plaza, Suite 1202</div> <div>Boston, MA 02116</div> <div> <div>MBE <input type="checkbox"/></div> <div>WBE <input type="checkbox"/></div> <div>SDOVBE <input type="checkbox"/></div> <div>VBE <input type="checkbox"/></div> </div>
d. Years Experience: With This Firm: 4 With Other Firms: 21	
e. Education: Degree(s) /Year/Specialization	Bachelor of Science, Business Administration, Eastern Nazarene
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	Certified Administrator of Public Parking (CAPP)
g. Current Work Assignments and Availability For This Project:	<div>1. BWI PARCS Design Services, Baltimore, MD. Design of new Parking Access & Revenue Control System (PARCS).</div> <div>2. Boston University Parking/Transportation, Boston, MA. PARCS design/consulting for replacement of Boston University's parking system.</div> <div>3. Harbor Towers Parking Facility, Boston, MA. Financial study.</div>
h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	<div>Dan will dedicate 10% of his time to this project.</div> <div>1. The City of Portsmouth Operational Analysis, Portsmouth, NH. Operational analysis of on-street and off-street parking operations.</div> <div>2. Springfield Civic Center Parking Garage, Springfield, MA. Updated analysis and study.</div> <div>3. Massachusetts Bay Transportation Authority (MBTA), Boston, MA. Multiple assignments including cost estimates, rate surveys, and NOI analysis.</div> <div>4. New Haven Parking Authority, New Haven, CT. PARCS and parking guidance procurement for multiple facilities.</div> <div>5. Port Authority of New York and New Jersey – La Guardia Airport, Flushing, NY. Technology assessment/recommendations and valet parking operating plan.</div>

7. Brief Resume or ONLY those Firms Applying and Sub-Consultant Personnel Requested in the Advertisement. Firms and individuals who are not listed in 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:	Name And Title Within Firm:			
Dufresne, Justin, PE, Project Manager	Gesner, Brittany, PE, ENV SP, Project Engineer			
Project Assignment:	Project Assignment:			
Project Manager	Project Engineer			
c. Name And Address Of Office In Which Individual Identified In 7a Resides:	c. Name And Address Of Office In Which Individual Identified In 7a Resides:			
VHB Union Station, Suite 219 2 Washington Square Worcester, MA 01604	VHB Union Station, Suite 219 2 Washington Square Worcester, MA 01604			
d. Years Experience: With This Firm: 9 With Other Firms: 4	d. Years Experience: With This Firm: 5 With Other Firms: 0			
e. Education: Degree(s) /Year/Specialization BS, Civil Engineering Technology, Wentworth Institute of Technology, 2005	e. Education: Degree(s) /Year/Specialization ME, Environmental Engineering, Old Dominion University, 2012 BS, Civil Engineering, Old Dominion University, 2011			
f. Active Registration: Year First Registered/Discipline/Mass Registration Number Professional Engineer, 51506, 2014, MA	f. Active Registration: Year First Registered/Discipline/Mass Registration Number: Professional Engineer, 52636, 2016, MA			
g. Current Work Assignments And Availability For This Project: 15 % availability	g. Current Work Assignments And Availability For This Project: 10 % availability			
h. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Employed, If Not Current Firm): MathWorks Expansion, Lakeside Campus, Natick, MA Justin is the Project Manager for MathWorks campus re-development project, including 500,000 SF of new office space and 1,800 parking spaces, including a 560-space parking garage. Justin led the permitting through the Natick Planning Board, Conservation Commission, and MEPA review process. Saxonville Fire Station, Framingham, MA Justin was Project Manager for a task order under an on-call contract with the Town of Framingham to site a new fire station. As part of this effort, VHB worked closely with key local stakeholders to determine the most feasible site and layout for the proposed station. VHB developed a detailed report to assist the Town in securing the necessary funding to get this important project moving forward. Worcester Polytechnic Institute Rooftop Athletic Fields, Worcester, Massachusetts VHB provided permitting, traffic, and site/civil engineering services for WPI's 535-car parking garage featuring rooftop artificial turf athletic fields. The project, including site access, pedestrian and vehicular circulation, utilities design, and stormwater management. University of Massachusetts Medical School, Albert Sherman Center, Worcester, MA Justin was the Lead Project Engineer for the University of Massachusetts Medical School (UMMS) development of the Albert Sherman Center, which consists of 500,000 SF of new research and classroom space and a new 1,700-space structured parking garage.	h. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm): AC Hotel & Senior Living Facility, Natick, MA Working closely with National Development (ND), Brittany assisted with various site design layouts, and traffic and access studies, to understand the appropriate project type and program to maximize the client's real estate investment. ND is redeveloping the site to include a 164-unit senior housing facility and an 85,000 square-foot, 135-key AC Hotel by Marriott. VHB is providing permitting, survey, traffic and site/civil engineering services. MathWorks Expansion, Lakeside Campus, Natick, MA Brittany was the Project Engineer for a campus re-development project. The project involved the development of 500,000 SF of new office space and 1,800 parking spaces, including a 560-space parking garage. Brittany assisted with the permitting of the project through the Natick Planning Board, Conservation Commission, and the State's Massachusetts Environmental Policy Act (MEPA) review process. Life Time Athletic MetroWest, Framingham, MA Brittany was the Project Designer for a new, first-class, three-story, 137,300-square-foot, health and fitness club in Framingham. Amenities proposed at the facility include cardiovascular and resistance training areas, yoga and Pilates studios, cycling studios, gymnasiums, multiple indoor and outdoor lap and child/leisure pools, spas, racquet courts, indoor and outdoor cafes, salons, child care areas, rock climbing walls, and more. Brittany used geographic information systems (GIS) to prepare a complete stormwater management design, including calculations and report, to illustrate compliance with the Massachusetts Stormwater Management Regulations, permitting, and site/civil engineering design.			

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. 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>	
<p>a. Name And Title Within Firm:</p> <p>Kalikiri, Vinod K., PE, PTOE, ENV SP, Project Manager</p>	<p>a. Name And Title Within Firm:</p> <p>Morrison-Logan, Geoffrey, NCICS, NCICMF, Urban Design</p>
<p>b. Project Assignment:</p> <p>Traffic Engineer</p>	<p>b. Project Assignment:</p> <p>Urban Planner</p>
<p>c. Name And Address Of Office In Which Individual Identified In 7a Resides:</p> <p>VHB 101 Walnut Street PO Box 9151 Watertown, MA 02472-4026</p>	<p>c. Name And Address Of Office In Which Individual Identified In 7a Resides:</p> <p>VHB 101 Walnut Street PO Box 9151 Watertown, MA 02472-4026</p>
<p>d. Years Experience: With This Firm: 16 With Other Firms: 7</p>	<p>d. Years Experience: With This Firm: 11 With Other Firms: 11</p>
<p>e. Education: Degree(s) /Year/Specialization MS, Civil Engineering, Transportation Engineering & Urban Design, University of Connecticut, 1995 / BS, Civil Engineering, Osmania University (India), 1992</p>	<p>e. Education: Degree(s) /Year/Specialization MS, Urban Development and Design, University of New South Wales, 1998 B Arch, Roger Williams University, 1993</p>
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number Professional Engineer, Civil, 41442, 2000, MA</p>	<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number: Active Registration: Year First Registered/Discipline/Mass Registration Number:</p>
<p>g. Current Work Assignments And Availability For This Project: 10% availability</p>	<p>g. Current Work Assignments And Availability For This Project: 5% availability</p>
<p>h. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm): Math Works Expansion, Natick, MA Vinod was Traffic/Transportation Project Manager for the proposed expansion of MathWorks, which included a 560-space parking garage. The project involved the development of traffic mitigation plan for a congested section of Route 9 in Natick, permitting the project through the Natick Special Permit and the state's Massachusetts Environmental Policy Act (MEPA) review processes, securing funding for the infrastructure improvements through the state MORE grant process, and design of off-site traffic improvements. Natick Mall Expansion, Natick, MA Vinod was Transportation Task Manager for the half-million-square-foot expansion of an existing and the construction of additional 250 luxury condominiums. He prepared a detailed traffic impact and access study, developed capacity improvement alternatives, provided public outreach, and coordinated with state and local agencies, neighborhood groups, adjacent towns, and special interest groups to secure project approvals. Vinod was also responsible for advancing the transportation infrastructure improvement commitments to design and construction. Northside Meadows/Benchmark Senior Housing Development, Framingham, MA Vinod was Traffic/Transportation Task Manager for the development of active-adult luxury townhouses and assisted living community. Vinod provided off-site transportation design services and worked with MassDOT to obtain an access permit for upgraded pedestrian and traffic improvements near the site.</p>	<p>h. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm): Downtown Visioning and Tunnel Project, Lebanon, NH Geoffrey is Project Manager for a project to revitalize the downtown area of Lebanon. The project involves planning for a number of infrastructure improvements as well as addressing parking deficiencies and enhancements to pedestrian and bicyclist safety. This year, the Visioning and Tunnel Study was named "Plan of the Year" by the NH Planners Association Worcester North Main Street Economic Strategy, Worcester, MA Geoffrey was Project Manager for a plan to identify land use goals, redevelopment strategies and potential build-out for 12 priority sites in downtown Worcester. More than 1.5 million square feet of potential development was identified for the priority sites. Future land uses correspond to a market analysis that was undertaken, which identified themes for redevelopment: "urban village," "cultural/academic," and "biotech/life science." In addition, the plan included recommendations for a future streetcar that will link the redevelopment sites to the train station and other major downtown destinations. The 20-month planning process included a series of focus group meetings, stakeholder interviews, and a design visioning charrette. Downtown Middletown Parking and Traffic Study, Middletown, CT Geoffrey worked on a study that evaluated options to use federal grant monies to improve parking, traffic, pedestrian, and transit services for downtown Middletown. The study included options for managing on-street parking, development of new parking lots and parking garages, improvements to the downtown transit center, and related traffic and pedestrian enhancements for multiple sites in the downtown area.</p>

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. 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.	<p>Name and Title Within Firm: McKinlay, Paul, PG, LSP, Director, Oil and Hazardous Materials</p>
b.	<p>Project Assignment: OHM</p>
c.	<p>Name and Address Of Office In Which Individual Identified In 7a Resides: VHB 101 Walnut Street PO Box 9151 Watertown, MA 02472-4026</p> <p>MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDO/VBE <input type="checkbox"/> VBE <input type="checkbox"/></p>
d.	<p>Years Experience: With This Firm: 11 With Other Firms: 9</p>
e.	<p>Education: Degree(s) /Year/Specialization MA, Geology, Boston University, 1996 BA, Geology, Boston University, 1993</p>
f.	<p>Active Registration: Year First Registered/Discipline/Mass Registration Number Licensed Site Professional, Geology, 9145, 2006, MA</p>
g.	<p>Current Work Assignments and Availability For This Project: 10%</p>
a.	<p>Name and Title Within Firm: Barry Abramson, President, Abramson & Associates, Inc.</p>
b.	<p>Project Assignment: Market Analysis</p>
c.	<p>Name and Address Of Office In Which Individual Identified In 7a Resides: 113 Chestnut Street Newton, MA 02465</p> <p>MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDO/VBE <input type="checkbox"/> VBE <input type="checkbox"/></p>
d.	<p>Years Experience: With This Firm: 22 With Other Firms: 13</p>
e.	<p>Education: Degree(s) /Year/Specialization MS City & Regional Planning</p>
f.	<p>Active Registration: Year First Registered/Discipline/Mass Registration Number: N/A</p>
g.	<p>Current Work Assignments and Availability For This Project Dover, NH – Public-Private M-U development implementation RFP process Coral Gables, FL – Public-Private M-U development implementation</p> <p>Barry Abramson has availability for this project</p>

h. Other Experience and Qualification Relevant to the Proposed Project (Identify Firm, By Which Employed, If Not Current Firm):	Which Employed, If Not Current Firm):
<p>Mathworks, Natick MA</p> <p>During construction of a parking garage and installation of associated subsurface utilities, contaminated soil and groundwater were identified at the site. Paul helped facilitate soil management in an expedited manner under a URAM pursuant to the MCP and is currently working to achieve a timely and cost effective Permanent Solution to the case.</p> <p>MBTA, MA</p> <p>Paul is one of MBTA's three on-call consultants for OHM issues and resolves a variety of outstanding regulatory and management issues for this entity. This includes AUL compliance for all MBTA properties subject to these restrictions, handling individual MCP sites, performing LSP duties for large scale projects such as South Coast Rail and resolving other issues as needed by this entity.</p> <p>I-93 Ink Underground Parking, Boston MA</p> <p>Paul is assisting MassDOT in resolving outstanding MCP compliance issues associated with the Central Artery Tunnel (Big Dig) Project. Specifically, seven properties require additional mitigation to achieve compliance. The largest property is being developed as parking and open space term "Ink Underground". Paul assisted in negotiating mitigation strategy with MassDEP and has overseen construction which is nearing completion.</p>	<p>Extensive experience in market and feasibility analysis, redevelopment strategy, public-private development implementation services including development RFP processes and financing</p> <p>Numerous projects in Natick Center and environs including Middlesex Garage site</p>

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 DSB 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 Areas Of Experience Listed In DSB Advertisement)	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) City of Lowell Hamilton Canal District Garage PIC: Chris Brennan, PE	Prime design of 900 space, 8 level parking facility on Parcel 14 of the Hamilton Canal District. 6 levels will be above grade, and 2 levels will be below grade.	City of Lowell Parking Department 75 John Street Lowell, MA 01852 Nick Navin, Parking Director 978.674.1565	Active	\$30,000 (Estimated)	\$945
(2) City of Portsmouth Foundry Place Garage PIC: Chris Brennan	Walker is the prime consultant on this project that includes the design of a new City road, relocation of a 48" sewer main, construction of a 6 level, 600 space parking garage with non-parking uses on the ground level. The project included significant site boundary restrictions, is immediately adjacent to an active rail line, and required the remediation of significant contaminated soils.	City of Portsmouth, NH 680 Peverly Road Portsmouth, NH Contact: Eric Eby 603.427.1530 / eeby@cityofportsmouth.com	Active	21,000 (Estimated)	\$983
(3) Arsenal on the Charles West Garage Watertown, MA PIC: Art Stadig	Prime design of a 1,400 space, 7 level pre-cast parking structure and pedestrian bridge. Walker's services include functional, architectural, and structural design and construction administration.	Athenahealth, Inc. 311 Arsenal Street Watertown, MA 02472 Contact: Phil Memmot 800.981.5084 / pmmot@athenahealth.com	Active	40,000 (Estimated)	\$711
(4) City of Dover Parking Structure Dover, NH PIC: Art Stadig	Functional design/parking consulting for a new parking structure in conjunction with the new Police station.	The City of Dover, NH 46 Locust Street Dover, NH 03820-3783 Contact: Captain William Breault 603.742.4646 / w.breault@dover.nh.gov	2016	10,000	343
(5) Town of Windham Windham, CT PIC: Art Stadig	Parking demand study, conceptual design, and final design for a 257-space municipal parking facility. Walker first provided a feasibility study, conceptual design, and cost estimating services to determine the Town's needs.	Town of Windham 979 Main Street Willimantic, CT 06226 Contact: Joe Gardner, Town Engineer 860.465.3004 / jgardner@windhamct.com	2015	8,000 (Estimated)	239

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 and They Must Be In The Format Provided.					
Sub-Consultant Name: VHB					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	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) City of Lowell, Parking Garage Lowell, Massachusetts Principal: Chris Lovett, PE	Design of 900-car structured parking garage, which features six (6) above-ground levels and two (2) subsurface levels of parking located on Parcel 14 in the Hamilton Canal District.	Walker Parking Consultants 20 Park Plaza Boston, MA 02116 Arthur Stadig (617) 350-5040	Ongoing	\$30,000	\$176
(2) Downtown Middletown Parking and Traffic Study Middletown, Connecticut Principal: O'Leary, Patrick	The City of Middletown selected VHB to conduct a downtown parking and traffic study to identifying transportation recommendations for a variety of transportation improvements in the downtown area, including construction of parking facilities, an intermodal transportation center, and unspecified transportation improvements to support transit.	City of Middletown William Warner P.O. Box 1300, Municipal Building 245 Dekoven Drive Middletown, CT 06457-1300 860-344-3425	2010	\$16,500	\$203
(3) MathWorks Lakeside Campus Natick, Massachusetts Principal: Richard Hollworth	VHB provided site/civil, transportation and traffic engineering; and environmental and survey services for local and state (MEPA) permitting of this the new 510,000 sf campus which includes 1,800 parking spaces and a 560-space garage.	The MathWorks, Inc 3 Apple Hill Drive Natick, MA 01760 Rebecca Gutierrez (508) 647-5323	Ongoing	\$100,000	\$1,500
(4) Town of Framingham On-call Services, Task Order #3 - Siting for New Saxonville Fire Station Framingham, Massachusetts Principal: Richard Hollworth	VHB provided engineering services to site a new fire station. VHB worked closely with key local stakeholders including Engineering, Fire, DPW, Finance, Planning, and Conservation to determine the most feasible site and layout for the proposed station. VHB developed a detailed report to assist the Town in securing the necessary funding to get this important project moving forward.	Town of Framingham 110 Western Avenue Framingham, MA 01702 Kerry Reed (508) 620-4880	2016	\$12,000	\$27
(5) Natick Collection Natick, Massachusetts Principal: Michael McNeice	VHB provided site/civil, traffic, and landscape architecture design for the \$7 million program to reposition the 1.2-million-square-foot Natick Mall.	General Growth Properties, Inc. 1245 Worcester Street, Suite 1218 Natick, MA 01760 John Charters (508) 655-4800 x4209	Ongoing	\$7,000	\$50

8b. List Current and Relevant Work By Sub-Consultants Which best illustrates current qualifications in the areas listed in the advertisement. Up to but No More Than 5 projects, at Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement and They Must Be In The Format Provided.

Sub-Consultant Name: **Abramson & Associates, Inc.**

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	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
Barry Abramson was principal in charge for all projects					
(1) Parking Development Evaluation and Strategies for Natick Center (Middlesex Garage and others sites) Master Plan for Armory Site, Natick South Avenue Parking Lot Redevelopment Master Plan, Natick	All three projects entailed market and financial feasibility analysis and strategic planning for development in collaboration with design teams – the first and third projects including Walker Parking. Middlesex Garage project	Natick Center Associates & Town of Natick Joyce Moss, former Exec Dir Natick Center (617) 969-1074 Sark Sarkisian former Natick Planning Dir. Town of Natick Sark Sarkisian, former Natick Planning Dir. Town of Natick Steve Lissauskus, former Asst Town Mgr. (617) 821-5933	2002 2004 2005		\$20 \$13 \$17
(2) TOD Transit Expansion Development Exactions, Union Square, Somerville, MA	Analysis, strategy formulation and negotiation support for exactions to be placed on new development, preliminarily focusing on 2.3 million square foot Union Square public-private multi-parcel, master-development project, to contribute to cost of extension Green Line rail extension and other infrastructure and public benefits.	City of Somerville Tom Galigani, Director of Economic Development (617) 625-6600	May, 2017		\$20
(3) Cochecho Waterfront Redevelopment, Dover, NH	Highest & Best Use market and financial feasibility analysis, TIF analysis, development programming, implementation strategies, participation with A/E team in design & public improvement planning Ongoing RFP process assistance for redevelopment of 20+ acre waterfront site for 300,000 SF mixed-use development	Steve Bird, City Planner (603) 516-6008	Analysis, strategy and planning – 2016 RFP process assistance ongoing		\$56 \$20+
(4) Multiple Downtown Development and Public Parking Projects City of Coral Gables, FL Gables Grand The Palace Garage 1 and 4 Sites	Development analysis, RFP preparation, marketing proposal evaluation, and negotiation for disposition/redevelopment of downtown parking facilities for million SF M-U residential/commercial development & 1,700 public parking spaces. Gables Grand (200 residential units, 35,000 SF retail and public parking spaces); The Palace (200+ units se housing, 20,000 SF commercial and 350 public parking spaces); and ongoing disposition process redevelopment of two city blocks (Garage 1 and 4 Sites) for 400,000 SF mixed-use development and 1,000 public parking spaces.	City of Coral Gables, FL Cathy Swanson Riverbark City Manager (305) 460-5202 Javier Beltancourt Director of Economic Development (305) 460-5310	Gables Grand –2006 The Palace – 2010 Garages 1 & 4 – ongoing		\$50 \$103 \$100+

(5) Analysis and Strategy for Downtown Parking Lot Redevelopment, Newburyport, MA	Analysis, programming, and strategic planning of redevelopment of underutilized 4-acre downtown parking lots, including evaluation of site capacity and market and financial potential/ feasibility for alternate uses, development programming, and costs and benefits, and implementation strategies. Collaborated with design, engineering, cost estimation, legal, and permitting professionals on conceptual design for 70,000 SF of private development plus \$5 million of public improvements and prepared RFP solicitation.	Newburyport Redevelopment Authority James Shanley, former Executive Director (978) 518-1025	2013	\$95
(6) Redevelopment Analysis and Strategy for Private Property, Watertown, MA	Highest & best use market and financial analysis, programming, and strategic planning for redevelopment of 5-acres of surface parking for private development of residential 250 units, 50,000+ SF commercial, and replacement parking deck	Private Property Owner Confidential	2016	\$32

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
P	St.	1. City of Lowell Leo A. Roy & Lower Locks Garages Lowell, MA Principal-In-Charge: Art Stadig		City of Lowell Parking Department 75 John Street Lowell, MA 01852 Nick Navin, Parking Director 978.674.1565	6,500 (Estimated)	Active (R)
P	Sch.	2. City of Lowell Hamilton Canal District Garage Lowell, MA Principal-In-Charge: Chris Brennan		City of Lowell Parking Department 75 John Street Lowell, MA 01852 Nick Navin, Parking Director 978.674.1565	30,000 (Estimated)	Active (N)
C	Sch. D.D.	2. University of Massachusetts Boston Garage and Public Safety Unit Boston, MA Principal-In-Charge: Chris Brennan		Fennick McCredie Architects 70 Franklin Street Boston, MA 02110 Deborah Fennick 617.350.7900	Withheld at Owner's request	Active (N)
C	Sch. D.D.	3. South Boston Seaport Transportation Center Boston, MA Principal-In-Charge: Art Stadig		Fennick McCredie Architects 70 Franklin Street Boston, MA 02110 Deborah Fennick 617.350.7900	45,400 (Estimated)	Active (N)
C	St.	4. MBTA Braintree & Quincy Adams Parking Garages Quincy, MA Principal-In-Charge: Chris Brennan		MassDOT Rail & Transit Division 100 Summer Street, Suite 1200 Boston, MA 02110 Linda Hager, PE Project Manager 617.222.6122	122 (Estimated)	Active (R)
P	St. C.D. A.C.	5. City of Holyoke Proulx Parking Garage Holyoke, MA Arthur G. Stadig		City of Holyoke DPW 63 Canal Street Holyoke, MA 01040 William Fuqua 413.322.5645	1,600	2016 (R)

P	D.D. C.D. A.C.	6. Union Station Intermodal Transportation Center, Springfield, MA Principal-In-Charge: Arthur G. Stadig	H&L Inc. 695 Atlantic Avenue Boston, MA 02111-2636 Joseph Mamayek 617.357.7700	10,100 (Estimated)	2016 (N)
P	St. D.D. A.C.	7. City of Cambridge Green Street Parking Garage Cambridge, MA Principal-In-Charge: Art Stadig	City of Cambridge Traffic, Parking and Transportation 344 Broadway Cambridge, MA 02139 Brad Garratt, Deputy Director 617.349.4722	343	2015 (R)
P	St. D.D. A.C.	8. City of Cambridge First Street Garage Cambridge, MA Principal-In-Charge: Art Stadig	City of Cambridge Traffic, Parking and Transportation 344 Broadway Cambridge, MA 02139 Brad Garratt, Deputy Director 617.349.4722	198	2015 (R)
P	St. C.D. A.C.	9. City of Holyoke Suffolk Street Parking Garage Holyoke, MA Arthur G. Stadig	City of Holyoke DPW 63 Canal Street Holyoke, MA 01040 William Fuqua 413.322.5645	4,600	2015 (R)
	P. D.D. C.D.	10. University of Massachusetts Lowell Southeast Garage Lowell, MA Principal-In-Charge: Chris Brennan	University of Massachusetts Lowell 600 Suffolk Street Wannalancit Bldg, Room 211 Thomas Miliano Director 978.934.2605	16,400	2013 (N)
P	P. D.D. C.D. A.C.	11. MBTA Wonderland Station Garage Revere, MA Principal-In-Charge: Chris Brennan	MassDOT Rail & Transit Division 100 Summer Street, Suite 1200 Boston, MA 02110 Linda Hager, PE Project Manager 617.222.6122	40,700	2012 (N)

* 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.	<p>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 ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE APPLICATION EVALUATION - PROJECT EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</p> <p>Walker Parking Consultants is the leading designer/engineer of parking structures in the United States. Our firm is an independent consulting firm, developing appropriate parking solutions for municipalities, intermodal facilities, mixed-use developments, corporations, hospitals, universities and airports. We have designed over 5,000 facilities worldwide, including 20 standing garages in New England.</p> <p>At Walker, each project is designed to satisfy the requirements of the client. We offer solutions based on our experience and do not favor or represent a particular system manufacturer (e.g. Precast, Hybrid, Cast-in-place, etc.). A number of factors such as location, schedule, price, product availability, regional capabilities and aesthetics are analyzed and discussed with the client prior to the selection of a building system.</p> <p>Walker utilizes a strong project manager approach to the design and delivery of our projects. In addition, a formal quality assurance program has been in place at Walker for over 20 years. In order to deliver a quality project, our project manager and design team members must thoroughly understand the project requirements. Satisfying and meeting owner requirements is Walker's definition of quality.</p>			
11.	Professional Liability Insurance:	Aggregate Amount	Policy Number	Expiration Date
	Name of Company Professional Concepts Insurance Agency, Inc.	2,000,000	DPR991337	5/23/2018
12.	<p>Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).</p> <p>No</p>			
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:			
	Name	Title	Status/Discipline	MA Reg #
	a. John Bushman	President/CEP	Structural Engineer	41374
	b. Frank Transue	Chairman Emeritus	Structural Engineer	41239
	c. William C. Reiter	Executive Vice President	Civil Engineer	46373
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors:			
	Name	Title	Status/Discipline	MA Reg #
	a. John Bushman	President/CEO	Structural Engineer	41374
	b. Frank Transue	Chairman Emeritus	Civil Engineer	41239
	c.			
15.	Names Of All Owners (Stocks Or Other Ownership):			
	Name and Title	% Ownership	Status/Discipline	MA Reg.#
	a. John K. Bushman	6.13%	Structural Engineer	41374
	b. William C. Reiter	4.57%	Civil Engineer	46373
	c. David J Vander Wal	3.62%	Civil Engineer	42764
16.	<p>I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.</p>			

Submitted By
(Signature)



Printed Name and Title

Arthur G. Stadig, PE, Vice President

Date July 27, 2017

The following forms **MUST** be attached to only ONE (ORIGINAL Copy) application: 1. SDO Certification required for MBE/WBE Firms; 2. Sub-Consultant Acknowledgment.

DSB S-CA	Commonwealth of Massachusetts Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT
---------------------	---

Project:	<u>Design and Construction of a New Parking Garage in the Town of Natick</u>
Applicant Designer:	<u>Walker Parking Consultants</u>
Sub-consultant:	<u>VHB</u>

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.


Signature of Sub-Consultant Duly Authorized Representative

Justin Dufresne, PE, Project Manager
Print Name and Title

July 26, 2017
Date

It is a requirement that all applicants supply this document signed, attached to the Original application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. Electronic signatures are accepted.

DSB
S-CA

Commonwealth of Massachusetts
Designer Selection Board **SUB-CONSULTANT ACKNOWLEDGMENT**

Project:

Planning Designer Services Related to the
Design and Construction of a New Parking
Garage In the Town of Natick

Applicant Designer:

Walker Parking Consultants

Sub-consultant:

Abramson & Associates, Inc.

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.



Signature of Sub-Consultant Duly Authorized Representative

Barry Abramson, President

Print Name and Title

July 26, 2017

Date

It is a requirement that all applicants supply this document signed, attached to the Original application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. Electronic signatures are accepted.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: certs@pciaonline.com PHONE (A/C, No. Ext): (800) 969-4041 E-MAIL ADDRESS: certs@pciaonline.com FAX (A/C, No): (800) 969-4081	
INSURED Walker Parking Consultants Engineers, Inc. 20 Park Plaza Suite 1202 Boston MA 02116		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indem. Co of America INSURER B: Travelers Indemnity Co INSURER C: XL Speciality Ins. Co. INSURER D: INSURER E: INSURER F:	
		NAIC # 25666 25658 37885	

COVERAGES **CERTIFICATE NUMBER:** 17-18 #16 \$2PL \$2UMB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	6801J12541717 6801J16691017 - CA 6801J12434117 - FL 6801J16726117 - TX	5/23/2017	5/23/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X, C, U					PERSONAL & ADV INJURY \$ 1,000,000
B	GEN'L AGGREGATE LIMIT APPLIES PER:	X	BA4887N56417GRP	5/23/2017	5/23/2018	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO	X	CUP1D31974417	5/23/2017	5/23/2018	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	VYAKUB3721T82917	5/23/2017	5/23/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N/A	DPR9913337	5/23/2017	5/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability					Per Claim 2,000,000
						Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 16-2824.00 & 16-2824.01 Town of Natick.

Town of Natick are considered additional insured's with respects to general and auto liability coverage as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract. Coverage is primary and non-contributory as it applies to general liability, auto liability and umbrella. 30 day written notice provided to certificate holder and additional insured's for cancellation of coverages listed. 10 day notice for nonpayment of listed policies.

CERTIFICATE HOLDER

bleblanc@natickma.org

Town of Natick
75 West Street
Natick, MA 01760

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

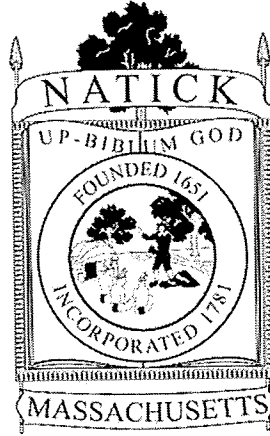
AUTHORIZED REPRESENTATIVE

Mike Cosgrove/CARRIE

Michael Cosgrove

© 1988-2014 ACORD CORPORATION. All rights reserved.

**Town of Natick
Natick, Massachusetts**



**REQUEST FOR QUALIFICATIONS
FOR
PLANNING DESIGNER SERVICES RELATED TO THE
DESIGN AND CONSTRUCTION OF A NEW PARKING
GARAGE IN THE TOWN OF NATICK**

RESPONSES DUE:

**Monday, July 31, 2017
11:00 A.M. LOCAL TIME**
Late Responses Will Be Rejected.

DELIVER COMPLETED RESPONSES TO:

Town of Natick
c/o Procurement Officer
Natick Department of Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO RESPONDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Board of Selectmen, invites the submission of sealed Responses for planning designer services related to the conceptual design of a new parking garage in the Town of Natick, Massachusetts. The Request for Qualifications (“RFQ”) may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, Monday through Thursday, between 8:00 A.M. and 4:00 P.M. local time, and on Friday, between 8:00 A.M. and 12:00 P.M. (noon) local time, beginning on Thursday, July 6, 2017. A Pre-Response Site Visit will be held between 10:00 A.M. and 12:00 P.M. (noon) local time on Wednesday, July 19, 2017. Sealed Responses will be received until 11:00 A.M. local time, Monday, July 31, 2017, at the Procurement Office, 75 West Street, Natick, MA 01760. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which the Procurement Office is open. Pursuant to M.G.L. c. 7C, §§44 *et seq.*, the Town reserves the right to award one (1) Contract, if at all, to the most qualified responsive and responsible Responder who complies with the Response Submission Requirements in Section 4 of the RFQ. The award of any contract pursuant to this RFQ shall be subject to appropriation by Natick Town Meeting. The Contract will be awarded, if at all, on a negotiated basis, with a fee **not to exceed** two hundred thousand dollars and zero cents (\$200,000.00), subject to negotiation and subject to all procedures outlined in the RFQ, pursuant to M.G.L. c. 7C, §§44 *et seq.* and all applicable regulations and guidelines.

All Responses shall comply with the RFQ issued by the Town of Natick. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town.

No feasibility study exists.

The Project budget, including construction costs and design fees, has been established at approximately two hundred thousand dollars and zero cents (\$200,000.00).

Section 1. Instructions to the Request for Qualifications

In accordance with the provisions of Chapter 7C, §§44 *et seq.* of the Massachusetts General Laws, the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Board of Selectmen, invites the submission of sealed Responses for planning designer **services related to the feasibility analysis and conceptual design of a new parking garage at Middlesex Avenue in the Town of Natick, Massachusetts** (the “Project”). For a full description of such services, please refer to Section 3 of the Request for Qualifications (RFQ).

Copies of this RFQ may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, Monday through Thursday, between 8:00 A.M. and 4:00 P.M. local time, and on Friday, between 8:00 A.M. and 12:00 P.M. (noon) local time, beginning on Thursday, July 6, 2017.

A Pre-Response Site Visit will be held between 10:00 A.M. and 12:00 P.M. (noon) local time on Wednesday, July 19, 2017.

Questions regarding this RFQ shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time on Friday) on Friday, July 21, 2017. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Responders.

Sealed Responses marked “Town of Natick: Sealed Response for Planning Designer Services Related to the Design and Construction of a New Parking Garage in the Town of Natick” shall be received by 11:00 A.M., local time, Monday, July 31, 2017, at this address:

Procurement Office
c/o Natick DPW Building
75 West Street
Natick, MA 01760.

Each Responder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Responses shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which the Procurement Office is open.

Each Response shall be submitted in accordance with the Response Submission Requirements in order to be considered for award. Any Response submitted shall be binding for thirty (30) days subsequent to the time of the opening of Responses.

The Town of Natick **will not** reimburse Responders for any costs incurred in preparing Responses in response to this RFQ.

Submission of a Response shall be conclusive evidence that the Responder has examined this RFQ and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this RFQ, each Responder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Responder to investigate completely the RFQ and/or to be thoroughly familiar with this RFQ shall in no way relieve any such Responder from any obligation with respect to the Response.

By submission of a Response, the Responder agrees that if its Response is accepted, then it shall enter into a Contract with the Town which incorporates all the requirements of this RFQ. By submission of a response, the Responder further indicates acceptance of all terms of this RFQ.

Changes, modifications or withdrawal of Responses shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED RESPONSE FOR THE PROVISION OF PLANNING DESIGNER SERVICES RELATED TO THE FEASIBILITY ANALYSIS AND CONCEPTUAL DESIGN OF A NEW PARKING GARAGE AT MIDDLESEX AVENUE." No corrections, modifications, or withdrawal of Responses shall be permitted after Responses have been opened.

After the Responses have been opened, no Responder may then withdraw its Response prior to the execution of the Contract by both parties unless an award is not made within thirty (30) days from the opening of the sealed Responses, (Saturdays, Sundays, and legal Holidays excluded). All Responses shall be properly signed. Unless a different period is prescribed by law, the Contract will be awarded within thirty (30) days of the opening of Responses as described above.

By submitting a Response, a Responder indicates acceptance of all terms and conditions of this RFQ.

M.G.L. c. 7C, §§44 *et seq.*, which is incorporated herein by reference, shall govern all procedures.

For further information, please refer to the succeeding sections, with which each Responder shall comply in submitting a Response.

Section 2. Pre-Response Walk-Through/Questions

A Pre-Response Site Visit will be held between 10:00 A.M and 12:00 P.M. (noon) local time on Wednesday, July 19, 2017

Questions concerning this RFQ or its conditions may be addressed to:

Procurement Officer
75 West Street
Natick, MA 01760.

Questions regarding this RFQ shall be submitted in writing and shall be delivered to the Procurement Officer by the close of business (4:00 P.M. local time Monday through Thursday, and 12:00 P.M. (noon) local time on Friday) on Friday, July 21, 2017. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Responders.

Section 3. Background

A. Project Description

The proposed study site is comprised of five contiguous town-owned parcels (Parcel #'s 43-0000388A, 43-0000388B, 43-0000388C, 43-0000388E and 43-0000387, shown in Figure 1) encompassing approximately 0.93 acres (40,215 sf) between Middlesex Avenue to the north and Summer Street to the south. The Town of Natick seeks a conceptual development plan to recommend preferred methods to permit, design, construct, operate and maintain a permanent public parking garage accommodating at least four hundred (400) automobiles upon the site, which is strategically located on some of the largest undeveloped parcels in downtown Natick. This location is 500 feet from the Natick Center Station on the MBTA's Framingham / Worcester Commuter Rail line, 1.2 miles from State Route 9 and 2.5 miles from Exit 13 on the Massachusetts Turnpike (Interstate 90).

The Town has a strong interest in developing a municipal parking garage in Natick Center that will provide sufficient public parking to allow nearby properties to be redeveloped to their highest potential with a mix of commercial and residential uses, as allowed in the underlying Downtown Mixed Use zoning district¹. The Town of Natick spurred the regeneration of Natick Center in the 1990's by rebuilding (and relocating) Town Hall, Police and Fire Headquarters and expanding the Morse Library, followed by streetscape improvements centered around rebuilt roadways and sidewalks along Central and Main Streets. Subsequent rezoning spurred redevelopment of industrial properties north and east of the Commuter Rail station into lofts and apartment buildings. Recently, a large town home development and a new bank building were completed in and around the Center, and two iconic properties near the intersection of Central

¹ The Downtown Mixed Use (DM) zoning district covers most of the Center, allowing a wide variety of commercial and residential land uses to mix in relatively dense (2.4-3.0 maximum FAR) developments up to five stories high.

and Main Streets are being redeveloped into mixed retail/residential structures with integrated parking.

Natick Center's re-evolution into a vibrant central business district depends on the continued conversion of existing commercial properties into multi-story buildings containing businesses and dwellings that fosters a dynamic street life focused around restaurants, shops and cultural venues. Many local stakeholders believe that more public parking needs to be provided in the Center to make the district more convenient to shoppers, attract more retail businesses and maintain the pace of redevelopment. The Community & Economic Development Department estimates that many properties in Natick Center's core (around the intersection of Central and Main Streets) can practically utilize only a fraction of additional development capacity afforded by underlying zoning without parking relief.

Since 2005, the Town has undertaken several studies to explore parking dynamics in Natick Center, culminating in 2012 with a comprehensive analysis conducted by Nelson/ Nygaard Inc. and the Cecil Group. This study cataloged 770 public parking spaces on streets and parking lots around Natick Center, and determined that the area's overall parking supply generally exceeded demand. However, many public spaces in Natick Center are effectively isolated from the core commercial streets, where some blocks have reached (or exceed) parking capacity and have limited ability for expansion allowed by underlying zoning. Nelson/Nygaard recommended that the Town improve parking management methods to promote efficient use of municipal parking resources and build up to two parking structures to provide enough parking to accommodate the maximum "build out" development potential of properties in Natick Center. A Parking Advisory Committee, appointed by the Town in 2014, recommended similar solutions, including construction of one or two parking structures.

In 2015, revised parking management practices, primarily installation of smart parking meters, were implemented by the Town. Enhanced parking management practices have improved public parking availability in the district. In 2016, Natick Town Meeting appropriated funds for a Feasibility Analysis for a parking garage on the site of the former Middlesex Avenue garage that includes, but is not limited to, 1) review, analysis and utilization of information and recommendations from previously completed relevant studies, 2) performance of necessary tests (e.g. soil borings) to determine site suitability for a multi-level parking garage, 3) analysis of advantages and disadvantages of including commercial lease space within said garage, 4) development of conceptual design(s) and associated projected costs, 5) analysis of operation and maintenance costs including but not limited to all labor and fixed costs of garage operation, and 6) related identification of zoning or other regulatory relief that would be necessary to develop a parking garage on the subject parcel(s).

Note: Since the requested development strategy will explore alternate ownership models for a parking facility in Natick Center, the term "public parking facility" in this RFQ will mean a "publically-accessible" parking facility that may or may not be completely owned by the Town of Natick.

B. Scope of Work

The Successful Responder shall provide planning designer services related to the market analysis, conceptual development plan, design and construction of a parking garage for the Town of Natick.

The Successful Responder shall furnish all labor, equipment, and materials necessary to perform all operations in connection with the provision of such services.

A following outline is provided at Appendix 12 with respect to the Services to be provided by the Successful Responder.

The Successful Responder shall be responsible for any training of his/her/its personnel. The Successful Responder's personnel shall be adequately trained by the Successful Responder and shall be of good moral character. All of the Successful Responder's employees assigned to the sites shall pass any criminal background screening performed by the Successful Responder.

The Successful Responder shall provide the Town with the following information:

1. Name, business address, telephone and beeper/cell phone numbers of the president and foreman.
2. Name address, and telephone number of all employees assigned to the sites. The Successful Responder will update this list whenever there is a change in personnel.

The Successful Responder shall provide services in any contract awarded pursuant to this RFQ as an independent contractor with the Town of Natick. The Successful Responder and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including, without limitation, salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension, or deferred compensation.

Section 4. Response Submission Requirements

Each Responder shall submit the following with its Response:

1. A fully executed Response Form (Appendix 1)
(which shall include certification of the following):
 - In order to be eligible for selection, each Responder shall certify in its cover letter that it meets the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, shall be rejected without further consideration.

- Each Responder shall designate an individual who shall serve as the Project Director.

2. A fully executed Conflict of Interest Statement.
3. A fully executed Conflict of Interest Certification Form.
4. A fully executed Certificate of Non-Collusion.
5. A fully executed Certificate of Tax Compliance (M.G.L., C. 62C, §49A).
6. A Certificate of Corporate Responder, if applicable.
7. A fully executed Certificate of Non-Debarment.
8. A fully executed Certificate of Compliance with Massachusetts General Laws Chapter 151B.
9. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the bid documents.
10. Name of lead consultant, address, name of contact person (including phone and fax numbers and email address).
11. Names and resumes of the Management Team for the provision of services.
12. A description of experience with similar contracts within the last five (5) years. This shall include a brief description of the location, costs and date services were provided. Contact names and telephone numbers shall be provided. Express permission to contact these previous clients by telephone, in person, or by written correspondence, shall also be provided.
13. A description of past performance in both public and private contracts held by the Responder. Each Responder shall provide evidence of the following:
 - a. Documented performance on all previous projects as set forth in the form designated as an attachment.
 - b. A satisfactory working relationship with designers, contractors, owners and local officials.
14. The contact name, phone number and contract name for up to three (3) current references for similar contracts.
15. A statement of any legal proceedings pending or concluded within the past five (5) years relating to performance of this type of service.
16. A statement of financial stability of the Responder. Each Responder shall provide the last two (2) year-end Financial Statements with supplemental schedules or last two (2) year's Balance Sheets.
17. A statement of the numbers, qualifications and general and special skills of the consultants, subcontractors, and in-house personnel of the Responder who shall be working with the Town.
18. A statement evidencing thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the Project.
19. A statement evidencing thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as well as familiarity with the so-called "stretch energy" code which has been adopted by the Town of Natick.
20. A statement of experience in organizing and implementing the relocation of offices and services.

21. A description of the Responder's Project approach.
22. A summary of key personnel. Each Responder shall also provide an organizational chart that shows the interrelationship of key personnel to be provided by the Responder for this Project and that identifies the individuals and associated firms/sub-consultants (if any) who shall fill the key roles identified by the Responder,. Specifically, each Responder shall describe the time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.
23. A summary of the Responder's current and projected workload.

Section 5. Responsibility/Responsiveness/Eligibility

In order to be considered a responsible, responsive, and eligible Responder, a Responder shall comply with the Response Submission Requirements set forth in Section 4, above.

Section 6. Response Submission

Sealed Responses marked "Town of Natick: Sealed Response for the Provision of Planning Designer Services Related to the Design and Construction of a new Parking Garage in the Town of Natick" shall be received by 11:00 A.M., local time, Monday, July 31, 2017, at this address:

Procurement Office
c/o Natick DPW Building
75 West Street
Natick, MA 01760.

Each Responder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office in shall be considered official. No late Responses shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses will be extended to the time posted above on the next business day upon which the Procurement Office is open.

Each Response shall be submitted in accordance with the Response Submission Requirements in order to be considered for award. Any Response submitted shall be binding for thirty (30) days subsequent to the time of the opening of Responses.

The Town of Natick will not reimburse Responders for any costs incurred in preparing Responses in response to this RFQ.

As soon as is reasonably possible after the deadline for submission of Responses, Responses will be opened and evaluated in accordance with M.G.L. c. 7C, §44 *et seq.*

Section 7. Comparative Evaluation Criteria

The Town will evaluate Responses (both in the written Responses and in the interview process) based upon the following criteria

a. Prior similar contract experience;

The Town will evaluate the Responder's past experience in serving as a similar Planning Designer Services Provider, especially for designing and constructing a public building. Town will evaluate the Responder's past contract experience in this regard.

b. Past performance on public and private contracts;

The Town will evaluate the past performance of the Responder with regard to providing similar services in publicly funded projects across the Commonwealth, as evidenced by:

- a) Documented performance on all previous projects;
- b) A satisfactory working relationship with designers, contractors, owners and local officials.

The Town will also evaluate the management approach employed by the Responder.

c. Demonstrated financial stability;

The Town will evaluate the Responder's current balance sheet and income statement as evidence of the Responder's financial stability and capacity to support the proposed contract.

d. Qualifications of consultants and assigned personnel who will work with the Town under any potential contract with the Town;

The Town will evaluate the Responder's key personnel, examining the interrelationship between them in filling the key roles identified by the Responder. The Town will evaluate the time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.

The Town will evaluate the Responder's knowledge (as evidenced, for example, by any and all certifications held by consultants and assigned personnel) of the Massachusetts State Building Code and all other pertinent codes and regulations related to successful completion of the Project.

e. Ability to Complete the Project on Time and Within Budget

The Town will evaluate the Responder's ability to complete the Project on time and within budget. The Town will evaluate whether the Responder has demonstrated that it has set timelines that are reasonable, that the Project can be completed in the timeframe requested, and that it has provided references that indicate that it can complete the Project both on time and within Budget.

Evaluation of Responses

Each responsive and responsible Responder shall be evaluated on the following criteria. Ratings HA (Highly Advantageous), A (Advantageous) and Not Advantageous (NA) are delineated below. Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).

Prior Similar Contract experience:

HA Responder has completed three (3) or more similar planning designer services Contracts for design and construction of a public parking garage.

A Responder has completed at least one (1), but less than three (3), similar planning designer services Contracts for design and construction of a public parking garage.

NA Responder has not completed at least one (1) similar planning designer services Contracts for design and construction of a public parking garage.

Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).

Past Performance on Public and Private Contracts

HA Responder has not received a judgment against it by a court of competent jurisdiction, regarding any public or private contract in the last five (5) years, and has positive comments by all three (3) references for past public and private contracts

A Not used.

NA Responder has received a judgment against it by a court of competent jurisdiction, regarding any public or private contracts in the last five (5) years, or has received at least one (1) negative comment by references for past public and private contracts

Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).

Demonstrated Financial Stability

HA Responder has provided financial information requested.

A Not used.

NA Responder has provided no financial information.

Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).

Qualifications of consultants and assigned personnel who will work with the Town under any potential contract with the Town.

HA Responder has identified contacts, adequate staffing and consultants, and certified staff and consultants, which indicate that work may be completed expeditiously. Responder has an extensive

knowledge of the Massachusetts State Building Code and of all other pertinent codes and regulations related to successful completion of the Project.

A Responder does not meet the criteria for highly advantageous, above, but has identified contacts, adequate staffing and consultants, and certified staffing and consultants, which indicate that work may be completed expeditiously. Responder has a working knowledge of the Massachusetts State Building Code and of all other pertinent codes and regulations related to successful completion of the Project.

NA Responder has failed to identify staffing and consultants, and/or has failed to indicate that the work shall be completed expeditiously. Alternatively, Responder does not have a working knowledge of the Massachusetts State Building Code and all other pertinent codes and regulations related to successful completion of the Project.

Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).

Ability to Complete the Project on Time and Within Budget

HA Responder has submitted extremely detailed timelines and has provided references that indicate that the Project will be completed both on time and within budget.

A Not used.

NA Responder has not submitted detailed timelines and/or has not provided references that indicate that Project will be completed on time and within budget.

Any response that fails to meet the minimum submission requirements will be deemed to rate as U (Unacceptable).

Section 8. Selection Process and Award

Once all Responses have been verified that they are responsive and responsible, the Town's Review Committee will rank all responses that meet the minimum requirements and will record the ranking on a scoring sheet.

In order to establish a short list of Responders to be interviewed, the Town's Review Committee will base its initial ranking of Responders on the above Evaluation Criteria. The Town's Review Committee will establish its final ranking of the short-listed Responders after conducting interviews and reference checks.

Identified reviewers will rank the responses based on the comparative evaluation criteria identified in this RFQ and short-list a minimum of three (3) Responses. The Responses will be reviewed based on the preceding criteria by the Town's Review Committee. After the review of all submitted qualification statements, the Town's Review Committee will select finalists and

interviews with the Town will be scheduled. These interviews will result in a finalist and alternates.

The following process is intended to be followed by the Town:

1. The first-ranked selection will be submitted to the Natick Board of Selectmen or Town-designee for its approval.
2. The first-ranked selection may be asked to participate in a presentation to the Natick Board of Selectmen or Town-designee and/or submit additional documentation, as required, as part of the approval process at no cost to the Town.
3. Subject to the Natick Board of Selectmen's approval, the Natick Board of Selectmen or Town designee will commence fee negotiations with the first-ranked selection. As part of that process, the Natick Board of Selectmen or Town-designee will invite a fee proposal from the first-ranked selection.
4. The Natick Board of Selectmen or Town designee will negotiate a fee for the project.
5. If the Natick Board of Selectmen or Town designee is unable to negotiate a contract with the first-ranked selection or if the Town does not approve the first-ranked selection, the Town will then review the second-ranked selection and upon approval commence negotiations and invite a subsequent fee proposal and so on, until a contract is successfully negotiated and approved

The Town reserves the right to consider any other relevant criteria and speak with references other than those provided by Responders as the Town, in its sole discretion, may deem appropriate, provided that such action is consistent with current law. The Town may, within its sole discretion, seek additional information from Responders.

This RFQ, any addenda issued by the Town, and the selected Responder's Response, will become part of the executed contract. The key personnel that the Responder identifies in its response shall be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-consultants identified in the response shall take place without the prior written approval of the Natick Board of Selectmen.

Pursuant to M.G.L. c. 7C, §§44 *et seq.*, the Town reserves the right to award one (1) Contract, if at all, to the most qualified responsive and responsible Responder who complies with the Response Submission Requirements in Section 4 below. The award of any contract pursuant to this RFQ shall be subject to appropriation by Natick Town Meeting. The Contract will be awarded, if at all, on a negotiated basis, with a fee not to exceed two hundred thousand dollars and zero cents (\$200,000.00), subject to all procedures outlined in the RFQ and all applicable regulations and guidelines.

Nothing in this RFQ will compel the Town to award a Contract. The Town may cancel this RFQ, may waive, to the extent allowed by law, any informalities, and may reject any and all Responses, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Response that fails to satisfy any of the Response Submission Requirements.

The Successful Responder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this RFQ, in the form of the attached Contract.

The Successful Responder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

Prior to execution of the Contract for Services, the fee for services shall be negotiated between the Town and the selected Responder to the satisfaction of the Town.

Contract award, if any, is subject to the availability of funds. Award of Contract under this solicitation shall be made thirty (30) days of completion of the interviewing process. No person or firm debarred under any provision of federal, state, or local law shall be included as a finalist.

The Successful Responder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless according to the indemnification responsibilities noted in the attached form of contract.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 9. Performance Bond Requirements

DELETED/NOT APPLICABLE.

Section 10. Labor and Materials Payment Bond Requirements

DELETED/NOT APPLICABLE.

Section 11. Insurance

The Successful Responder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the Successful Responder complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

Section 12. Indemnification

The Successful Responder shall assume the indemnification responsibilities described in the Contract which is a part of this RFQ and is incorporated herein by reference.

Section 13. Use of Alcohol and Controlled Substances Prohibited

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Responder is prohibited on Town of Natick property which is the subject matter of this RFQ and during all hours of work under any contract with the Town awarded pursuant to this RFQ. If any officer, employee, agent, or representative of the Successful Responder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Responder shall not be permitted to return to work under any contract with the Town awarded pursuant to this RFQ. Under such circumstances, the Successful Responder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any contract with the Town awarded pursuant to this RFQ.

Section 14. Appendices

1. Response Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c. 62C, §49A)
4. Conflict of Interest Certification (M.G.L. c. 268A)
5. Certificate of Corporate Responder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with applicable EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Designer Selection Board Application Form
10. Contract

APPENDIX 1
TOWN OF NATICK
RESPONSE FORM

The undersigned hereby submits a sealed Response for planning designer services related to the design and construction of a new parking garage in Natick.

Printed Name of Responder:

Address: _____

Responder certifies as follows:

- In order to be eligible for selection, each Responder shall certify in its cover letter that it meets the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, shall be rejected without further consideration.

The undersigned agrees that all specifications and Contract documents are hereto made part of any Contract executed with the Town and are binding on the Successful Responder.

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Response 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.

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Responder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Responder hereby certifies that:

1. The Responder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Request for Qualifications.
2. No consultant to, or subcontractor for, the Responder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder, 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 Responder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining the Contract (pursuant to this Request for Qualifications) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Responder.
4. The Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Responder with respect to the services described in the Request for Qualifications.
5. The Responder understands that the Responder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
CERTIFICATE OF CORPORATE RESPONDER

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine. (Corporate Seal)

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Responder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Responder on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Responder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7
CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Responder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Responder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Responder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Responder

Address of Responder

Telephone Number

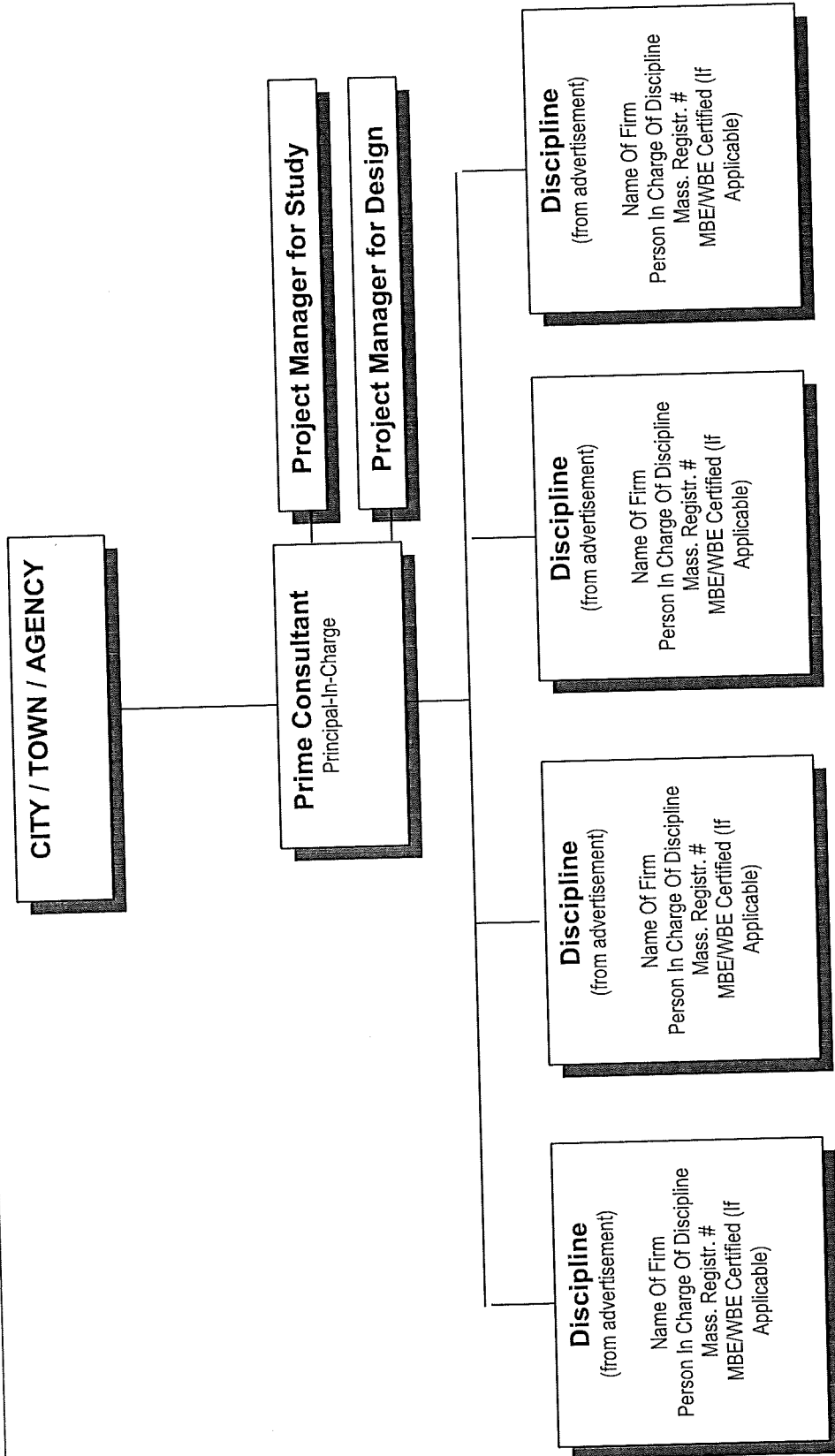
By: _____
(Signature)

Printed Name

Printed Title

Date

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 ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. 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:	c. Name and Address Of Office In Which Individual Identified In 7a Resides:
<div> <div> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE </div> </div>	<div> <div> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE </div> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

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

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

<p>10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u></p>					
<p>Be Specific – No Boiler Plate</p>					
11. Professional Liability Insurance:		Aggregate Amount		Policy Number	Expiration Date
<p>12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).</p>					
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
<p>16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.</p>					
Submitted by (Signature)				Printed Name and Title	Date

Appendix 9
Designer Selection Board Application Form

(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

This Contract is made as of this _____ day of _____, 2017, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town"), and _____, a _____ organized under the laws of _____, with a principal office located at _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide Planning Designer Services for the design and construction of a new parking garage in the Town of Natick, as set forth in the Request for Qualifications for Planning Designer Services Related to the Design and Construction of a New Parking Garage in the Town of Natick ("RFQ"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall extend until the General Contractor has achieved final completion of the Project.

4. Incorporation of the RFQ/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Response are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority: Amendments to Contract (if any)

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

Second Priority:	Contract
Third Priority:	Addenda to the RFQ (if any)
Fourth Priority:	RFQ
Fifth Priority:	Contractor's Response.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the fixed sum of _____ dollars and _____ cents (\$_____).

This Contract is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFQ, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

Contract.

- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status/Key Personnel

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

The Contractor's key personnel assigned to this project and their project roles are as stated in the Response submitted by the Contractor attached hereto.

There shall be no change to these personnel assignments without the prior written consent of the Town, which consent shall not be unreasonably withheld. In the event substitution of personnel is requested by the Contractor or the Town, written notice of such request shall be timely provided in writing to the other party. The Town shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

17. Criminal Background Screening

For each employee of the Contractor who is rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.

- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: Martha L. White, Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With a copy to: John P. Flynn, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

If to the Contractor:

21. License

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other project of the Town, without additional cost to the Town; and with respect thereto, the Contractor agrees and hereby grants to the Town an irrevocable royalty-free and nonexclusive license to all such data, which he may cover by copyright, and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall obtain similar irrevocable royalty-free nonexclusive licenses from the Contractor's consultants consistent with this Contract.

22. Certifications

The Contractor hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with, the award of this Contract.

The Contractor hereby certifies that no consultant to or subcontractor for the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor, 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 Contractor.

The Contractor hereby certifies that no person, corporation or other entity, other than a bona fide full time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract to the Contractor.

The Contractor hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws and that the Contractor has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R.

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

The Contractor is hereby prohibited from receiving any extra payments for work for basic services that should have reasonably been anticipated by the Contractor.

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

1. The Contractor 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 Contractor.
2. Until the expiration of six (6) years after final payment, the Owner, the Office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor and of its subcontractors and consultants that directly pertain to, and involve transactions relating to the Project and to the Contractor or its consultants in relation to the Project.
3. The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Contractor's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.
4. The Contractor has filed a statement of management on internal accounting controls prior to the execution of this Contract.
5. The Contractor has filed prior to the execution of this Contract and will continue to file annually, an audited financial statement for the most recent completed fiscal year.
6. The Contractor shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
 - (a) Transactions are executed in accordance with the management's general and specific authorization;
 - (b) 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;
 - (c) Access to assets is permitted only in accordance with management's general or specific authorization; and

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

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

7. The Contractor shall also file annually with the Owner a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
- (a) whether the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and
 - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Contractor's financial statements.

8. During the term, the Contractor shall annually file with the Commissioner of Capital Asset Management and Maintenance and the Owner 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 Owner upon request.

9. Records and statements required to be made, kept or filed in compliance with the provisions of this Contract shall not be public records, as defined in section seven of chapter four of the Massachusetts General Laws.

23. **Miscellaneous Provisions**

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Response was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. Prevailing wage rates, as contained in the Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract.

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.

- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

The Town of Natick, Massachusetts

(Printed Name of Contractor)

by: the Natick Board of Selectmen

by:

Jonathan H. Freedman., Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Richard P. Jennett, Jr., Clerk

Printed Title

Michael J. Hickey

Amy K. Mistrot

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

John P. Flynn, Esq.

Dated: _____

Town of Natick, Massachusetts
CONTRACT FOR THE PROVISION OF PLANNING DESIGNER SERVICES
FOR THE DESIGN AND CONSTRUCTION OF
A PARKING GARAGE IN THE TOWN OF NATICK

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of

(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20____ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

Appendix 10
Form of Contract

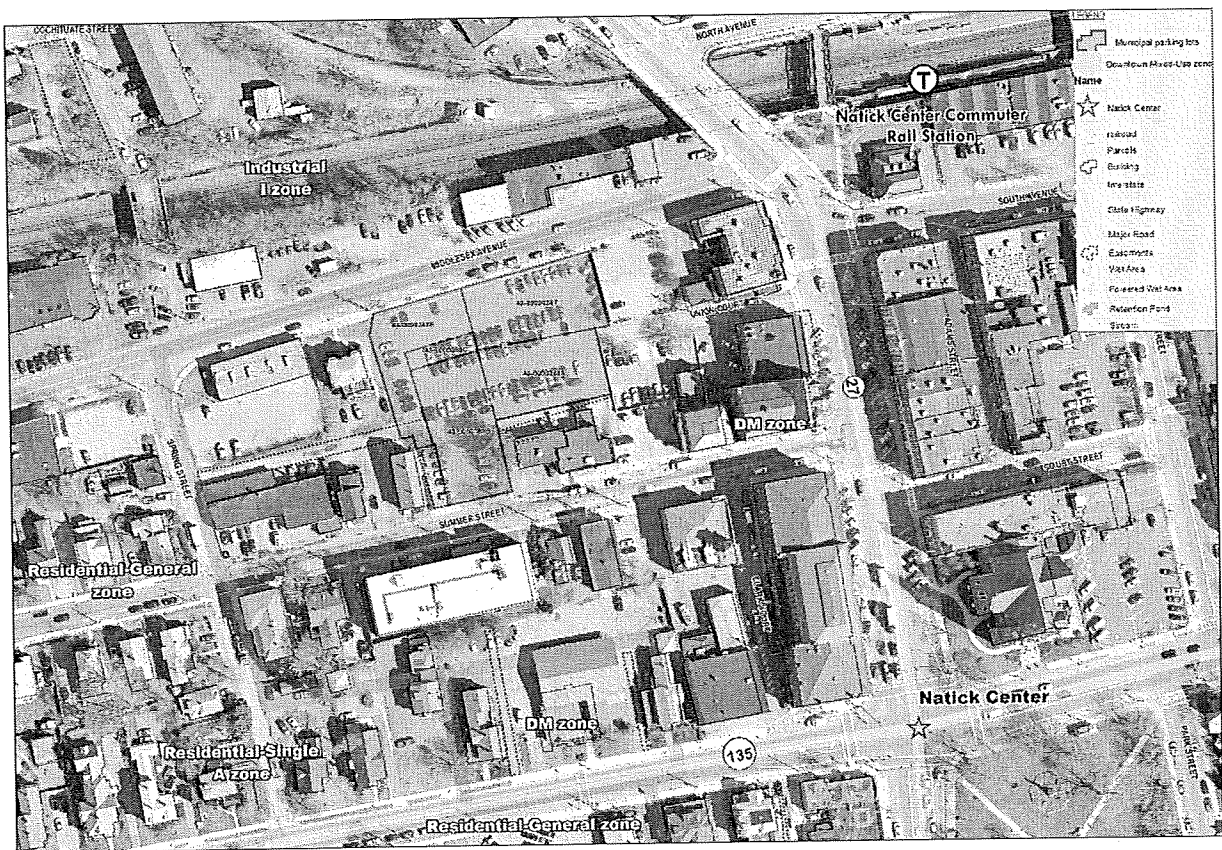
(SEE ATTACHED DOCUMENT.)

Appendix 11 Development Site Description

The Proposed Development Site, located in Natick Center at 20 Middlesex Ave and 33 Summer Street, consists of five town-owned parcels encompassing 40,215 square feet (0.92 acres) on the site of the former Middlesex Avenue municipal garage. It is bounded by Middlesex Ave to the north, Summer Street to the south, the Mutual One Bank parcel on Main Street to the east, and Spring Street to the west. The location is one block from Natick's Town Common, Town Hall and The Center for the Arts in Natick (TCAN) and is near several major transportation corridors and facilities:

- One block from the MBTA's Natick Center Commuter Rail Station;
- Approximately 2 miles from State Route 9 regional highway;
- Approximately 3 miles from Exit 13 off Interstate 90 (Massachusetts Turnpike);
- Multiple local Metro-West Regional Transit Authority (MRTA) bus routes.

The site is currently used as a municipal surface parking lot for Natick Business Permit holders between 7am – 5pm.



Parking Garage Study Area - Natick Center, Massachusetts



Natick Community & Economic Development Department, April 27, 2017. Map data derived from MassGIS, Natick GIS and Assessors records.
*As shown on this map, it is not intended to be used as a legal document. It is subject to change without notice.

Graphic: 20170404
GIS: 20170404
Scale: 1 inch = 60 feet



0 50 100 200 300 Feet

Figure 1: Natick Center Parking Garage - Proposed Site

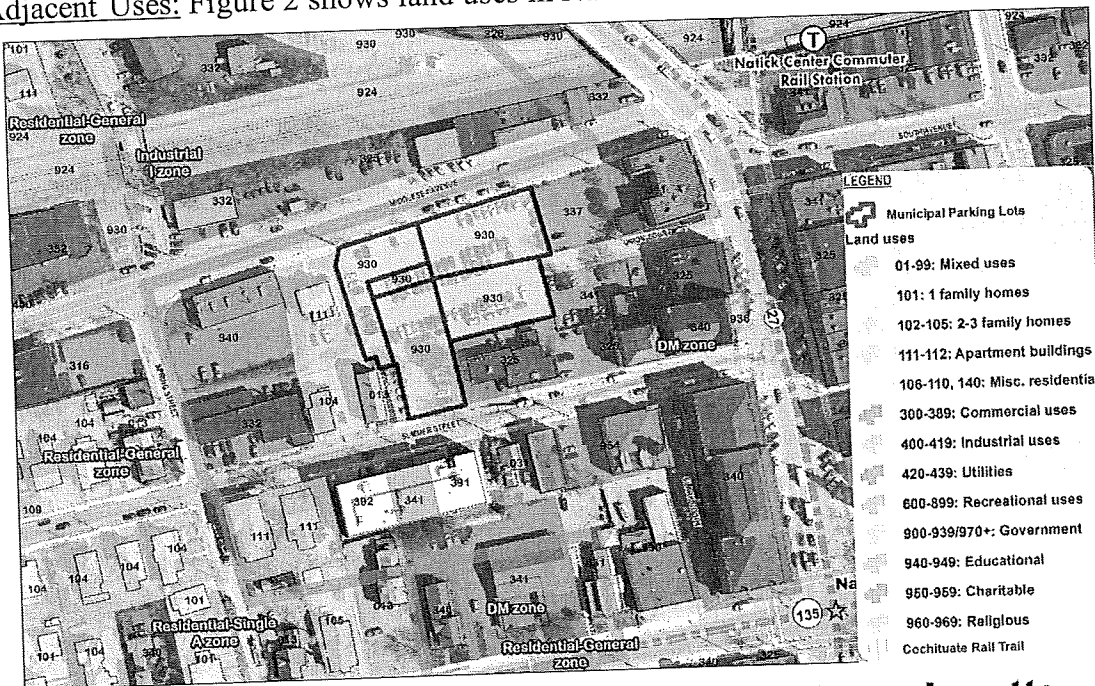
Environmental Conditions: The Study Area site is affected by some soil and groundwater contamination and is likely to require a modest amount of cleaning to meet the Massachusetts Contingency Plan for soil and groundwater remediation.

Remaining Footings: When the previous garage structure was demolished, certain footings were left in place. Historical documentation may be available illustrating the location and providing details about the footings that remain.

Site Restrictions: Study Area parcels are subject to regulation by Natick's zoning by-law, including the town's site plan review requirements, as well as all pertinent Massachusetts' environmental laws and regulations.

Zoning: The Study Area lies within Natick's Downtown Mixed Use (DM) zoning district, which covers the historic downtown central business area, and contains concentrated activities that have primarily a town-wide and regional function: large retailers, specialty stores, service business, gymnasiums, banks, offices (including shared innovation space), a growing number of restaurants, theaters (TCAN), and government facilities (Town Hall, Police/Fire headquarters). Land use is intensive which is a main driver of Natick Center's vitality. Residences are permitted in the DM zone, which encourages such intensity of use and exclude activities which have a negative effect upon the proper functioning of the downtown area.

Adjacent Uses: Figure 2 shows land uses in Natick Center around the proposed site.



Parking Garage Study Area - Natick Center, Massachusetts



Natick Community & Economic Development Department, April 27, 2017. Map data derived from MassGIS, Natick GIS and Aerialphoto records.
 All other data is the property of the Natick Community & Economic Development Department and is not to be used without permission.

Scale: 1 inch = 100 feet
 0 50 100 150 200 Feet



0 50 100 150 200 Feet

Figure 2: Natick Center Parking Garage – Proposed Site – Land Use Map

Appendix 12 Work Plan Description

A. PROJECT OVERVIEW:

This project is intended to provide the Town with a clear and achievable conceptual development strategy for designing, permitting, financing, building and operating a public parking structure in Natick Center on municipal parking lots at 33 Middlesex Avenue and 20 Summer Street, and potentially abutting parcels, defined in this RFP as the Parking Garage Study Area. This strategy will address six (6) topics: 1) review, analysis and utilization of information and recommendations from previously completed relevant studies, 2) performance of necessary tests (e.g. soil borings) to determine site suitability for a multi-level parking garage, 3) analysis of advantages and disadvantages of including commercial lease space within said garage, 4) development of conceptual design(s) and associated projected costs, 5) analysis of operation and maintenance costs including but not limited to all labor and fixed costs of garage operation, and 6) related identification of zoning or other regulatory relief that would be necessary to develop a parking garage on the subject parcel(s). To establish this strategy, the Town needs a comprehensive analysis that examines:

- ‡ Parking demand in Natick Center, given the parking needs of current and future activity levels, land uses and development patterns in the downtown core and increased utilization of the Natick Center Commuter Rail station;
- ‡ The proper size, configuration and layout of a public parking structure in the Study Area (shaded orange in Figures 1 and 4) and, if necessary, neighboring lots to accommodate Natick Center's future parking needs for residents, shoppers, visitors and commuters;
- ‡ Geotechnical, topographical and hydrological conditions of the Study Area (the existing municipal surface lots on Middlesex Avenue) and, if required, adjacent westward parcels, for suitability as a location for an optimally-sized/configured parking structure of the Study Area site;
- ‡ Environmental assessment of the Study Area for presence of ground/water contamination by hazardous materials, requiring abatement or containment and restrictions on future uses;
- ‡ Traffic levels, capacities and patterns for Middlesex Avenue, Summer Street, Spring Street and North Main Street (Route 27) around the Study Area and their effect on the layout of a parking facility on the site;
- ‡ The level of utility service to the Study Area site, and whether any access upgrades are required to accommodate a public parking structure;
- ‡ Architectural character and context of the Natick Center central business district surrounding the Study Area, to generate design elements for an appropriate parking structure sensitive to surrounding buildings;

- ‡ Exploration of integrating alternative transportation modes (pedestrian accessibility, non-motorized vehicle parking/storage) into recommended design concepts. Special consideration should be given to enhancing access of users of parking structure to the Natick Center Commuter Rail Station and abutting properties;
- ‡ Analysis of optimal structural designs for a public parking structure in New England, including consideration of projected life-cycles and cost factors;
- ‡ Consideration of benefits of different functional programming options for a public parking structure in Natick Center, including combination of municipal parking uses with retail, office or cultural/entertainment uses in an optimally sized and configured public parking structure;
- ‡ Consideration of alternative ownership models (public, quasi-public, private non-profit organization) for a publically-accessible parking structure in Natick Center;
- ‡ Local, state and, if required, federal permits required to construct a public parking structure in the Study Area;
- ‡ Current zoning and other land use regulations to determine if a Variance, Special Permit, zone change or zoning by-law revisions are required to construct a public parking structure in the Study Area;
- ‡ Conceptual design that specifies the optimal functional programming, spatial layout and physical form of a public parking structure in the Study Area, with at least two (2) design concepts showing, at a minimum, building footprint, floor plans, elevations and isometric views of said facility on the Study Area and, if necessary, adjacent parcels. Visualization tools supporting each concept may also be used to further inform the discussion and vision creation process;
- ‡ Expected costs of designing, constructing and operating each recommended design concept for a public parking structure in the Study Area, including study of various funding mechanisms including bonds, state or federal grants, subsidized loans or tax incentives;
- ‡ Community engagement consisting of at least two public meetings (one prior to development of conceptual design options and one after development of conceptual designs) as well as stakeholder interviews with local businesses, property owners, community leaders, and residents in Natick Center.

Note: Since the requested development strategy will explore alternate ownership models for a parking facility in Natick Center, the term "public parking facility" in this RFQ will mean a "publically-accessible" parking facility that may or may not be completely owned by the Town of Natick.

B. PROJECT COMPONENTS:

Phase 1: Existing Conditions Analysis

- ‡ Baseline Report: Summary of research into existing site conditions of the Study Area, addressing, at a minimum, these areas:
- Market Analysis: Assessment of potential for mixed-use redevelopment of properties around the Study Area;
 - Development Capacity: Estimation of potential for parcels surrounding the Study Area to absorb additional mixed-use development containing retail, commercial and residential uses, as allowed under existing Downtown Mixed Use zoning. Examine extent to which existing parking supply limits build-out potential of surrounding parcels;
 - Parking Demand: Determination of current day/night parking demand and utilization in Natick Center and projected future demand/utilization levels under mixed-use development build-out of properties in the core of Natick Center. Include assessment of demand for different types of parking consumers (shoppers, visitors, commuters, workers and residents);
 - Traffic Volumes: Calculation of existing average and peak day/night traffic volumes and vehicle crashes and intersection Levels of Service on Middlesex Avenue and Main, Spring and Summer Streets. Consider effect of public parking structure on Study Area on congestion levels on these roadways to determine optimal facility programming and layout;
 - Mobility Analysis: Analyze pedestrian and bicycle traffic patterns in Study Area to maximize accessibility of public parking structure for pedestrians and non-motorized vehicles;
 - Site Survey: Comprehensive examination of existing soil, geotechnical, hydrological and topographic conditions of Study Area to determine suitability of site for construction of a public parking facility;
 - Environmental Conditions: Conduct a Phase I site assessment of Study Area, with recommendations for engineering/remediation improvements required to overcome constraints (i.e., wetlands and brownfield contamination) and prepare the site for development of a public parking structure;
 - Infrastructure Capacity: Assess existing connections to water, sewer, storm water, power, tele-data, wireless, and other relevant utility services. Analysis of infrastructure shall also include existing reliability and location issues;
- ‡ Zoning/Permitting Analysis:
- Zoning Study: Examine existing provisions Downtown Mixed Use zoning in Study Area. Determine optimal method of securing permits for constructing a public parking structure on site (i.e. Special Permit application, zone change or zoning by-law revision).
 - MEPA Study: Determine if MEPA Environmental Notification Form (ENF) is required to be filed for recommended facility, if so, initiate process;

- Building Code Analysis: Determine requirements to obtain a Building Permit and other permits from local or state (and, if necessary, federal) agencies to construct a public parking facility in the Study Area;

Phase 2: Stakeholder Outreach

- ‡ Stakeholder Interviews: Confidential interviews of selected business and property owners, residents, shoppers, commuters, elected officials, state and town staff to identify opportunities, weaknesses and solutions for constructing a public parking facility in the Study Area;
- ‡ Public Meeting #1: Review of existing conditions report and public visioning;
 - Summarize Baseline Conditions Report;
 - Develop a brief public vision and set of goals for a public parking facility in Study Area;
- ‡ Public Meeting #2: Review of conceptual design options;
 - Review alternate design concepts, explain recommended option;
- ‡ Public Meeting #3: Review of final Comprehensive Development Strategy;
 - Summarize recommendations of for developing and operation a public parking facility in the Study Area;

Phase 3: General Development Recommendations

- ‡ Programming Recommendations: Compilation of a recommended functional program for a public parking facility in Study Area, generated from earlier phases (the Baseline Report and stakeholder interviews). This report will synthesize a vision and goals for developing and operating a public parking facility in the Study Area, addressing, but not limited to, four main topics:
 - Site: Is the Study Area sufficient for recommended program, or should town acquire five abutting parcels (44-377, 378, 379 and 44-388D & E) to Spring Street to accommodate desired facility? (see Figures 5 and 6);
 - Function: Should the facility be mono (parking structure only), or multi-use (primarily parking with other perimeter uses (retail, commercial, office, flex space);
 - Access: How should the facility design maximize connectivity to surroundings (particularly Natick Center MBTA Station and Main Street retail corridor) for non-automobile users – walkways, overpasses, people movers, bike racks, elevators, etc.
 - Sustainability: How should the facility design minimize operational costs and environmental “footprint”;
 - Finance: Should parking spaces in the facility be free or pay? What rates should be charged for pay spaces, and how should fees be paid (meters, payment machine, pay

booth)? What is the optimal mix of public, permit and commuter spaces in the facility? What alternatives are available to the Town to finance construction of the facility?

- Ownership: Who should own the parking facility? Explore benefits and costs of ownership by the Town versus quasi-public or private, non-profit entities. Analyze how alternate ownership models could take advantage of differing financing tools, such as Business Improvement Districts or the Commonwealth's DIF or 23-L programs.

‡ Structural Format Recommendations: Generation of a recommended structural format for a public parking facility in Study Area, derived from the functional programming recommendations:

- Facility size/capacity: Should public parking facility accommodate the town's target of four hundred autos, or have a higher or lower capacity to meet local needs (present and future);
- Facility shape/mass: Should the facility be square or rectangular, given recommended program? Where should egress points be located? Should building mass be uniform or variegated to blend with surrounding buildings?
- Facility height: How many floors should the recommended parking structure contain? Can the Study Area site accommodate underground parking?
- Spatial Organization / Layout: How should exterior/interior space in the recommended parking structure be organized to maximize functional efficiency and access for all users and operations staff?

Phase 4: Conceptual Site Design Study:

‡ Conceptual Design Study: Generation of at least two (2) comprehensive structural and site designs for a public parking structure in the Study Area, based on research / recommendations from Phases 1-3. Preliminary cost estimates and design/construction schedules are to be included.

Phase 5: Conceptual Development Strategy

‡ Comprehensive Development Strategy: Synthesis of an overall development plan for designing, permitting, financing, constructing and operating a public parking structure in the Study Area (including recommended zoning and policy changes, infrastructure investments, etc.) from Phases 1-4. This document will answer fundamental questions, including:

- What are the vision/goals for having a public parking structure in Natick Center, given market analysis, site research, urban design studies, and input from stakeholders? What type of parking structure does the Town want in the Study Area;
- How does Natick develop recommended type of public parking structure it wants? Does the Town need to make infrastructure (roadway, utilities, technology, etc.) or other public investments to achieve the development vision? Do local zoning and development regulations need to be revised? Can the Town take advantage of financing, tax or other fiscal incentives from state or federal level that will encourage the vision?

- What are the expected benefits and impacts of developing and operating a public parking structure in the Study Area for Natick Center and the Town?

C. DELIVERABLES:

The Town of Natick seeks a work plan and an implementation/action schedule reflecting a robust research, design and public engagement effort, addressing and including the elements as outlined herein. These include, but are not limited to, the following:

Phase 1: Existing Conditions Analysis

- ‡ A Baseline Conditions Report providing, at a minimum, a market analysis for mixed-use redevelopment in Natick Center, a buildout and parking capacity assessment; a comprehensive site survey, a Phase I environmental site assessment, a traffic and accessibility/mobility analysis, a utility survey and a zoning/permitting analysis for the area surrounding the Study Area;
- ‡ Maps of existing site topography, hydrology (including wetlands and groundwater), soils, environmental contamination, utility infrastructure, zoning, land use, buildings and traffic volumes (on abutting streets) of the Study Area;

Phase 2: Stakeholder Outreach Process

- ‡ Interviews with at least eight (8) key local, regional and state stakeholders specified by Town staff;
- ‡ Facilitation of at least three (3) public input meetings, to review products from Phases 1, 4 and 5;
- ‡ Documentation and organization of input received in interviews and meetings, plus evidence of integration of input into Phases 3-5 deliverables;
- ‡ A comprehensive archive and report of all testimony and input received by stakeholders and public meeting participants;

Phase 3: Feasibility Assessment and General Development Recommendations

- ‡ A Feasibility Assessment report that outlines the costs and benefits of constructing a public parking garage on the project site;
- ‡ A Vision and Goals report for developing and operating a public parking facility in the Study Area, based on the findings of Phases 1 and 2, with comprehensive recommendations for programming (including Site Size, Function, Accessibility, Sustainability, Financing) and design (including Structure Size/Capacity, Shape/Massing; Height and Spatial Layout) for a public parking structure that achieves said vision/goals;

Phase 4: Conceptual Design Study

- ‡ Generation of least two (2) functional design concepts for a public parking structure in the Study Area embodying the vision and goals developed in Phase 3, including:

- ‡ High quality plan view drawings of the overall facility layout and all parking levels (printed on E size sheets) and at least one (1) section and one (1) elevation drawing (printed on C size sheets), plus delivery of full digital versions in Sketch Up and Adobe Acrobat format) for each concept;
- ‡ Renderings/drawings of isometric and elevation views for each concept (printed on C size sheets plus delivery of full digital versions in Sketch Up, JPEG/TIFF and Adobe Acrobat format);
- ‡ Development impact summary for each concept, outlining, at a minimum, parking capacity, development capacity impacts on surrounding parcels, traffic impact, mobility impacts for pedestrians and non-motorized vehicles;
- ‡ Cost estimate and work schedule for design and construction costs for each concept.

Phase 5: Feasibility Analysis and Conceptual Development Plan

- ‡ Baseline conditions analysis;
- ‡ Vision and goal statement;
- ‡ Preferred programing and design strategies;
- ‡ Conceptual design alternatives;
- ‡ Comprehensive Development Plan (including maps, tables, schedules and drawings) outlining all recommended pre-development (including any zoning, regulatory revisions or municipal investments required), design, construction and operations actions required for developing the preferred type of public parking structure in the Study Area;
- ‡ A summary outline of benefits and impacts that will be experienced by the Town and the Natick Center district from development of the recommended public parking structure following the Development Plan

In addition to the above report(s), supplemental materials may also be required. These include a work plan defining a clear and realistic path for the Town of Natick to identify the unique needs and efforts necessary to reach a shared development vision. The work plan will describe project execution, identify key milestones, and identify timing for critical components of the effort to compile a Conceptual Development Plan that will guide future selection of a designer and contractor to construct the recommended type of public parking structure in the Study Area to fit Natick Center's needs.

D. ESTIMATED TIMELINE:

- | | |
|---------------------------------|-------------|
| • Issue RFQ | June 2017 |
| • Responses Due | July 2017 |
| • Interviews & Vendor Selection | August 2017 |
| • Final Report | April 2018 |

E. PROJECTED CONTRACT VALUE:

Phase 1 - 5: One hundred and eighty thousand dollars and zero cents (\$180,000.00).

F. PROJECT OVERSIGHT:

The project will be funded by the Town of Natick. Contract management will be governed by a contract for consulting services, administered by the Community and Economic Development Department.

Appendix 13

Maps and Diagrams

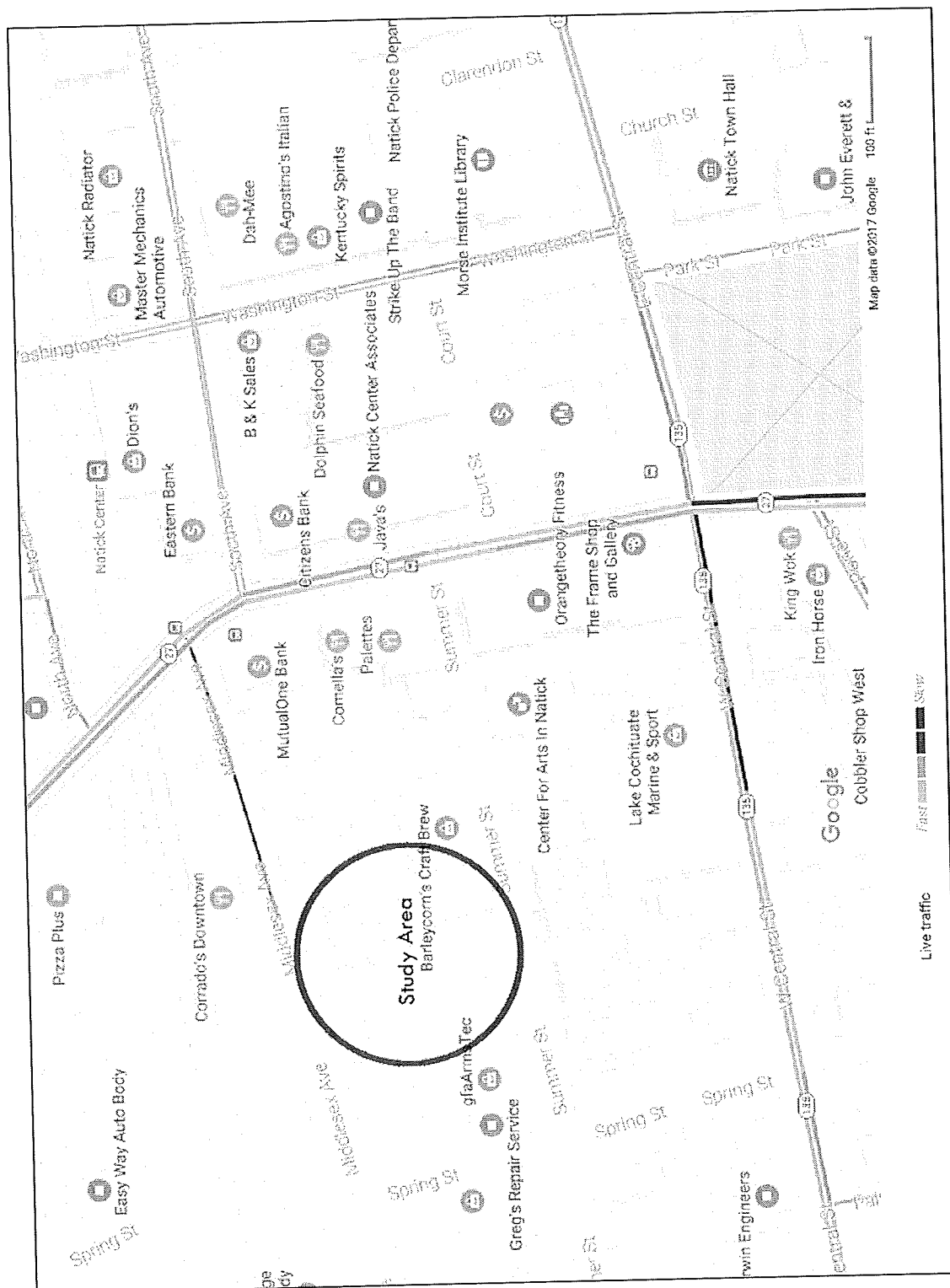


Figure 3:Natick Center Parking Garage – Proposed Site

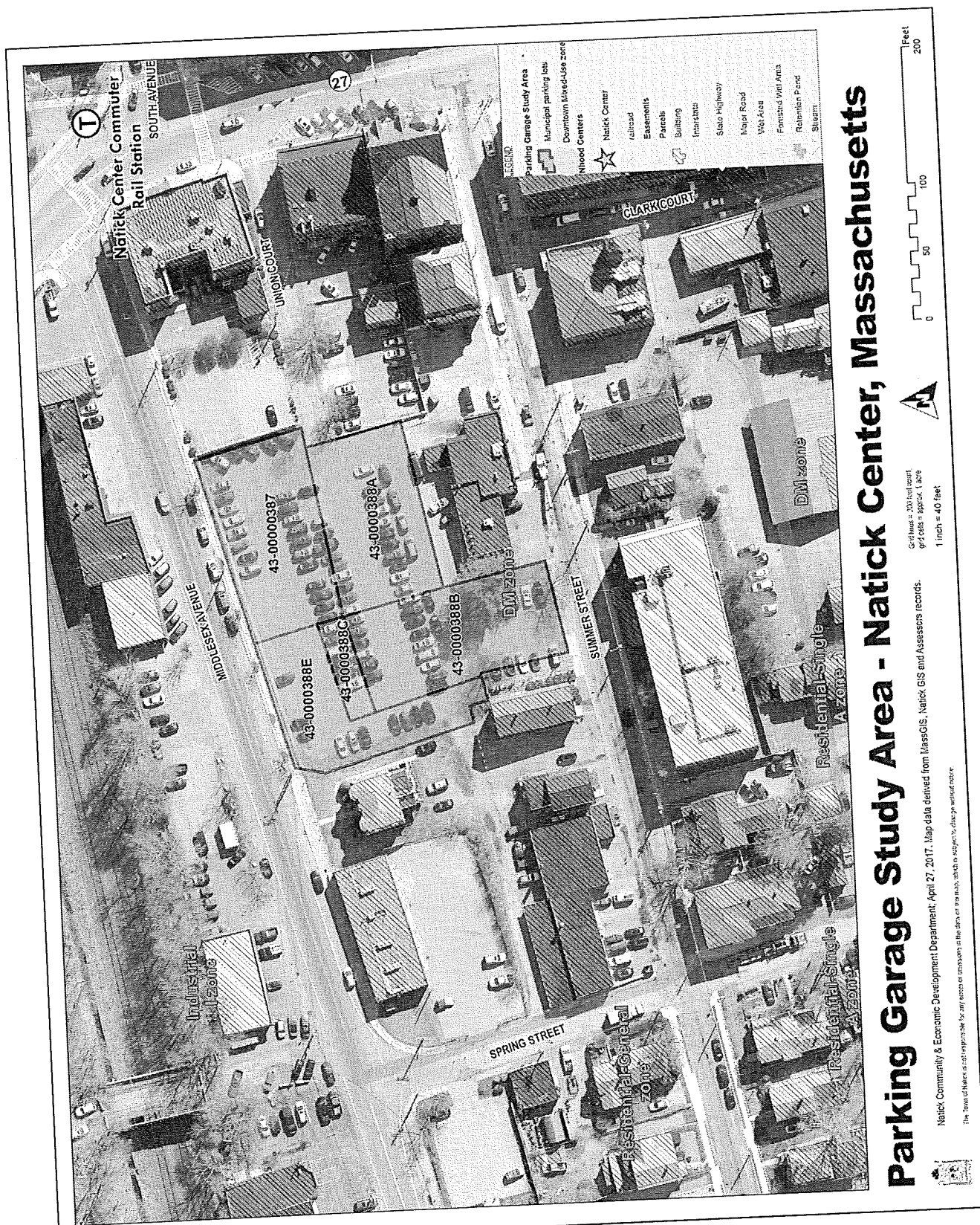


Figure 4: Natick Center Parking Garage - Parcel Map



Figure 5: Natick Center Parking Garage - Site, looking southeast from Spring Street