

TOWN OF PLYMOUTH
PROCUREMENT DIVISION
11 LINCOLN STREET
PLYMOUTH, MASSACHUSETTS 02360

RFP 21544, OWNER'S PROJECT MANAGER FOR SIMES HOUSE RENOVATION

Issued: August 24, 2015
Pre-Bid: September 9, 2015, at 11:00 a.m.
Due: September 23, 2015, at 11:00 a.m.

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TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

August 28, 2015

REQUEST FOR PROPOSAL 21544
OWNER'S PROJECT MANAGER FOR SIMES HOUSE

I. GENERAL INFORMATION

The Town of Plymouth requests proposals from a qualified owner's project manager (OPM) or management firms to provide pre-construction and construction management services associated with the renovation/restoration of the Simes House. The work includes renovating/rehabilitation of the Joseph Simes House located at 29 Manomet Point Road.

All interested parties must submit one (1) unbound original, six (6) copies, and one (1) electronic copy of their proposal containing complete information as requested herein by **11:00 a.m., Wednesday, September 23, 2015**. All proposals shall be for the entire work required to complete the project.

Any person interested in submitting a proposal is encouraged to inspect the premises. Arrangements have been made for such inspections on Wednesday, September 9th, at 11:00 a.m. All participants should meet at 29 Manomet Point Road, Plymouth. All inspections are to be completed during that time.

Funding for this project is contingent upon vote of Fall Annual Town Meeting scheduled for October 17, 2015.

II. BACKGROUND

In 2011 the Town's Community Preservation Committee granted the Simes House Foundation \$1.5 million dollars to restore and renovate the Joseph Simes House into affordable housing units, commercial office space, and public meeting space. The exterior of the 160 year old mansion was subsequently renovated by replacing all the roofing, replacing or restoring masonry at chimneys and foundations, repairs of wood verandas, repairs or replacements of windows and doors, repairs of deteriorated exterior walls, exterior painting, and miscellaneous items to make building weather tight.

In 2015 the Simes House Foundation conveyed the building to the Town's

Board of Selectmen to continue the interior renovations. The Community Preservation Committee will be requesting approval from Town Meeting to fund the continuation of construction.

III. SCOPE OF SERVICES

- The OPM must meet the minimum qualifications set forth in M.G.L. 149, Section 44A1/2. The OPM shall be a person who is registered by the Commonwealth as an architect or professional engineer and who has at least five (5) years experience in the construction and supervision of construction of buildings or a person, if not registered as an architect or professional engineer, who has at least seven (7) years experience in the construction and supervision of construction of buildings.
- The OPM must have the Commonwealth of Massachusetts Certified Public Purchase Officer (MCPPO) certification.
- The OPM is to represent the Town's interests during the design, construction, and close-out phases of the project. The OPM will be responsible to the Building Committee acting as the Town's principal agent and will be independent of the designer and construction contractors. The OPM will be designated as the authorized representative of the Town to administer both consultant and construction contracts as specified in this request for proposal and/or as negotiated;
- The services of the OPM shall commence upon issuance of the Notice to Proceed. These services shall continue through the design phase, through the construction phase until completion of the project close-out phase;
- The OPM will maintain complete, up-to-date project records during design and construction. Written reports will be submitted to the Building Committee and the designer, including information on each contractor and each contractor's work, as well as the entire project. These reports shall provide data on percentages completed versus percentage scheduled, the number and amounts of change orders, and the percentage of change orders as a percentage of the total cost of construction contracts. The OPM will keep a daily log containing a record of the weather, contractors' work on-site, number of workers, work accomplished, problems encountered and other similar relevant data as the Building Committee may require. The OPM will make the log available to the Building Committee and the designer as requested. At the completion of the project, the original log will be the property of the Town.
- Oral reports will be made to the Building Committee on a regular basis as required by the Committee. Oral reports will include, but not be limited to, project coordination, progress, budget updates, issues of non-compliance with Owner/Contractor Agreement or other contract documents and schedule status updates.

- The OPM will be responsible for ensuring that all state required reports are submitted on a timely basis, i.e. certified payrolls, certificates of inspection, certificates of compliance, etc.
- The OPM will attend public meetings and presentations regarding the project as requested by the Building Committee.
- The OPM will be responsible for providing the following services, including but not limited to: general management and consultation during design phase; development of a master project schedule; participation in the value engineering process to ensure that construction materials and methods specified are the most cost effective; development of a quality assurance/control process; review of information provided or required by the designer and/or contractor including, but not limited to, procurement, budget, schedules, specifications and drawings; close-out activities; and any other responsibilities associated with this project and the items outlined herein.
- The OPM will facilitate teamwork among all the involved parties and be proactive in identifying, addressing and minimizing potential obstacles that may arise and providing recommendations to the Building Committee for corrective action.
- The OPM shall assign a competent professionally trained and licensed employee or employees as determined by the Town to perform the following tasks:

A. Design Phase

Design phase project management activities will include, but not be limited to:

1. Guide the Town in exercising M.G.L. Ch. 7C §51(h) by providing assistance in negotiating the fee with Red Hawk Studio Architects for continuation of design services through completion of construction;
2. Provide advice on design and various design options, including costs of alternative designs or materials, life cycle costs, value engineering, preliminary budgets and possible economies;
3. Review plans & specifications as developed. Advise the Town of opportunities to control costs during the bid phase and make the process more efficient where possible. Verify the technical accuracy of drawings, specifications, or other information furnished to the Town;
4. Review the construction contract documents for conformance with engineering/architectural instructions in effect at the time, and recommend the necessary modifications to incorporate any requirements for specific project conditions;
5. Assist in obtaining any required building permits and special permits, excluding permits required to be obtained directly by the general and sub-contractors. Assist in obtaining approvals from

authorities having jurisdiction over the project.

B. Procurement Phase

Procurement phase project management activities will include, but not be limited to:

1. Assist the Building Committee in the development of procurement strategy. Prepare a review of all bid documents with comments and recommendations prior to the release of the documents. The timeliness of the presented review should allow for an appropriate time frame for the procurement process;
2. Coordinate with the designer and Procurement Officer a pre-bid conference to familiarize bidders with the bid documents and site. Coordinate communications relative to bidder inquiries and seek resolution from the appropriate party.
3. Assist the designer and Procurement Officer with the issuance of any addenda. Provide a review of each addendum during the bidding phase for time, cost or constructability impact and make appropriate comments or recommendations. Provide a cost estimate for each addendum that would affect overall contract cost;
4. Assist the designer in evaluating bids and make a formal recommendation to the Town for award of contracts;
5. Assist with bid protests, re-bidding and/or renegotiating contracts for construction, materials, equipment and services;
6. Advise the Building Committee on the acceptability of sub-contractors and material supplies proposed by the contractors.

C. Construction Phase

Construction phase project management activities will include, but not be limited to:

1. Serve as the Town's representative in administering the construction contract. Provide administrative management and related services as required to coordinate work of the contractors with the activities and responsibilities of the OPM, the Building Committee and the designer to complete the project in accordance with the objectives for cost, time and quality;
2. The General Contractor will be responsible for providing an on-site facility with all required communications, personnel and facilities to carry out the OPM's responsibilities from the time the contractor is performing on-site until completion of the project and acceptance by the Town;
3. Schedule and conduct pre-construction, construction progress and project meetings as required by circumstances and/or the Building Committee, bringing together representatives of the designer, general contractor, and necessary sub-contractor's for the purpose of discussing procedures, progress, problems and scheduling;

4. If required, assist the Building Committee in selecting and retaining the professional services of special consultants and testing laboratories. Coordinate their services;
5. Observe on-site construction at all times while active construction is taking place to assure that work is being performed according to plans and specifications and that work is being performed to the specified level of quality. Provide full time continuous construction inspection through the use of an experienced superintendent, or similarly qualified individual, to ensure that the work underway and completed conforms to contract requirements. Should the OPM be absent from the site for three (3) or more working days, the Town will be advised of the name of the appropriately experienced substitute. The Town will have the right of approval of any substitutes;
6. Endeavor to achieve satisfactory performance from the designer, general contractor and any sub-contractors. Recommend courses of action to the Town when requirements of any contract are not being fulfilled and the nonconforming party will not take satisfactory corrective action;
7. Consult with the Building Committee, when necessary, and the designer if the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in the resolution of questions that might arise;
8. Establish and implement procedures for processing submittals. Receive from the contractor(s) and coordinate the review of all shop drawings, product data, samples and other submittals by designer. Coordinate submittals with information contained in related documents and transmit to the designer those recommended for approval. In collaboration with the designer establish procedures for expediting the processing/approval of shop drawings, product data, samples and other submittals. Maintain a log of submittals and their status. Update the Building Committee on submittal status as requested;
9. Determine, in general, that the work of each contractor is being performed in accordance with the requirements of the construction contract documents. Endeavor to guard the Town against defects and deficiencies in the work. As appropriate, require special inspection or testing or make recommendations to the designer regarding special inspection or testing of work not in accordance with the provisions of the construction contract documents whether or not such work is then fabricated, installed or completed. Subject to prior approval of the designer and the Building Committee, reject work that does not conform to the requirements of the construction contract documents;
10. Proactively mitigate construction impact on the neighborhood and address unforeseen impacts quickly. The OPM will attend public meetings as required by the Town;

11. Implement the change order processing system. Review, assist and expedite resolution of all suggested change orders. The OPM will intervene during construction to resolve issues without change orders. Recommend necessary or desirable changes to the designer and the Building Committee, review requests for changes, evaluate contractors' proposals, submit recommendations to the designer and the Building Committee and, if they are accepted by the Building Committee, prepare change orders for the designer's signature and the Town's authorization. Prepare and distribute change order reports on a monthly basis throughout the construction phase. Assist in the resolution of issues related to change orders. The OPM will provide a written recommendation stating all relevant facts and summarizing the various positions. Prepare independent cost and time estimates for change orders for comparison to the contractor's estimate and provide a recommendation to the Building Committee. Upon authorization negotiate change order values with the general contractor;
12. Administer project schedule to ensure that the project is completed in the allotted time. The OPM will review, evaluate, and approve the general contractor's baseline project schedule, including, construction phasing and sub-contractor relationships;
13. The OPM will attend weekly project meetings to review the work in progress with the general contractor. At these meetings the OPM will issue a revised project schedule with look ahead schedules (2 weeks, 3 weeks, or monthly, as applicable), and review work progress, critical path work items, late work, late critical path items, late deliveries, etc. The revised project schedule becomes the As-Built Project Schedule for the system, to differentiate from the originally approved official project schedule;
14. Work with the contractor to avoid delays and if unavoidable, work to find the quickest recovery. Evaluate any claim for a time extension by the general contractor. The OPM will ascertain whether or not the claimed time delay was valid by determining if the delay impacted any work activity on the critical path of the official project schedule. The OPM will establish a position in relation to any claim for time extensions, and, if valid, will determine the appropriate number of days to extend the completion date of the project, as well as stating the cause of the delay. Any time delays, and reasons therefore, will be reported to the Building Committee immediately;
15. Maintain at the project site, on a current basis, a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions and other related documents and revisions that arise out of the contracts or work. Make all records available to the designer and the Town, including a set of reproducible as-built drawings and

digital as-built file. The as-built drawings will become the property of the Town of Plymouth.

D. Close-out Phase

Close-out phase project management activities will include, but not be limited to:

1. Assist the designer in determining when the project is substantially complete. Prepare for the designer and the Building Committee a summary of the status of the work of the contractor(s), listing changes in the previously issued Certificates of Substantial Completion of the Work and recommending the times within which the contractor(s) will complete unfinished items on their previously issued Certificates of Completion of work;
2. When the OPM considers the contractor's work substantially complete, the OPM will prepare for the designer and the Building Committee a list of the incomplete or unsatisfactory items and a schedule for their completion. The OPM will assist the designer in conducting follow-up inspections. After the designer certifies the Date of Substantial Completion of the Work, the OPM will coordinate the correction and completion of the work;
3. With the designer and Town personnel, observe the contractor's check-out of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing;
4. Assist the Building Committee in obtaining required occupancy permits. If necessary, prepare an occupancy plan which will include a schedule indicating critical interfaces for relocation of furniture, equipment, and personnel;
5. Participate in the preparation of the punch list indicating all items that are not complete or satisfactory. Follow up to ensure that all items are satisfactorily completed;
6. Ensure that spares, extra stock warranty requirements and operations and maintenance manuals are completed and relevant items turned over to the Building Committee;
7. Ensure that all systems are functioning properly and in compliance with construction contract documents;
8. Provide documents to the Building Committee on final project completion and recommend release of retainage;
9. Serve as a consultant and/or witness for the Town in any litigation, arbitration administrative proceeding involving the project;
10. Arrange for training sessions for affected employees to be provided by the contractor for all systems furnished. Review for completeness the contractors' training of maintenance personnel on the operation and maintenance of utilities and equipment;

11. Following the designers issuance of a Certificate of Substantial Completion of the Project, evaluate the completion of the work of the contractor(s), and make recommendations to the designer when work is ready for final inspections. In conjunction with the designer, at the conclusion of all corrective action on punch list items make a final comprehensive review of the project. Secure and transmit to the Town required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stock to the Town;
12. Conduct warranty inspections prior to the expiration of the contractor warranty and monitor contractor compliance in correcting items found outstanding.

E. Quality Assurance/Control (QA/C)

1. Conduct warranty inspections prior to the expiration of the contractor warranty and monitor contractor compliance in correcting items found outstanding;
2. Conduct, perform and/or report the results of tests to verify the quality of the work;
3. Develop a QA/C program for construction to guard the Town against defects and deficiencies in the work;
4. Review of general contractor submittals to ensure that the materials intended for use on the project meet or exceed the quality of those specified;
5. Inspect the work and provide acceptance and certification that the materials, workmanship and equipment incorporated in the work comply with the construction contract documents, including the plans, specifications and approved shop drawings.

F. Financial

1. Provide the Town with an original project cash flow budget. The initial cash flow report should be developed by the OPM in conjunction with the designer and general contractor. This task will be completed prior to construction.
2. Update the cash flow reports monthly upon completion and approval of each month's payment requisitions. The updated reports should reflect the original budget amount and any variances. The Building Committee will be provided with narrative detailing the monthly variances;
3. Provide cost comparative analysis on various construction components for a trade-off study;
4. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials or other work requiring accounting records. At the completion of the project the original accounting records will become the property of the Town;

5. Implement procedures for the review and processing of all project invoices and applications from contractor(s) for progress and final payments. Review contractor payment requests with the designer to ensure that all work being billed has been performed satisfactorily. Make recommendations to the designer for certification to the Building Committee for payment. Recommend payment or denial of payment to the Building Committee.

IV. PROPOSAL SUBMISSION REQUIREMENTS

A. One (1) unbound original, six (6) bound copies, and one (1) copy of the proposal on CD must be submitted no later than 11:00 a.m., Wednesday, September 23, 2015. Proposals should be submitted to and addressed as follows:

Town of Plymouth
ATTN: Procurement Officer
Town Office Building
11 Lincoln Street
Plymouth, MA 02360

Postmarks will not be considered. It is the sole responsibility of the proposer to insure that their proposal arrives on time at the designated place.

B. Proposals should be clearly marked:
"Project Management Services"

C. Complete proposals must include the following:

- a. An expanded scope of services for all work required with time frames included for work completion. Include inspection staffing in relation to the General Contractor's work schedule and the OPM's proposed progress scheduling and reporting approach;
- b. Completed Designer Selection Board Application - only the most current form of Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction will be accepted;
- c. A listing of all current and past public and private projects of a similar nature with name and telephone number of reference person to contact;
- d. A general company/firm profile or brochure and list of key personnel who will participate on this project with resumes included;
- e. The identification of any and all consultants who will work with the applicant with resumes attached; please identify the individual who will bear primary responsibility for this project;
- f. Conditions of proposal offered, if any; and

g. Any other information that the applicant considers relevant for the purpose of evaluating its qualification for the project.
ALL PROPOSALS MUST BE COMPLETE TO BE CONSIDERED BONA FIDE.

V. SELECTION PROCESS

A. Each proposal submitted to the Town will be reviewed by the Designer Selection Board for completeness. Proposals will be reviewed and ranked by the Board according to the following criteria:

1. Prior experience with similar projects;
2. Past performance on public projects and working knowledge of Chapter 149 of the Massachusetts General Laws relating to public construction projects;
3. Financial stability of proposer;
4. Professional qualifications of staff and consultants who will work on the project;
5. Current workload or clearly established capacity to complete scope of work on a qualitative, timely basis.
6. Completeness of proposal submitted by each firm; and
7. Any other criteria that the Board considers relevant to the project;
8. The Town retains the right to re-advertise if less than three (3) responses are received or to re-advertise if fee negotiations fail.

B. Based upon the ranked proposals, the Board will select at least three (3) firms, ranked according to preference, to be interviewed jointly by the Designer Selection Board and Building Committee.

C. In accordance with those interviews, the Designer Selection Board will then rank those finalists and make a recommendation of award to the Town Manager as the awarding authority.

D. During the evaluation or interview process, the Board reserves the right to request additional information or clarification from any proposer, or to allow corrections of errors or omissions.

The following is a tentative schedule of the selection process, subject to change at the Owner's discretion.

Aug Advertise RFP in Central Register of the Commonwealth of
 Massachusetts and Old Colony Memorial

Sept Attendance at pre bid conference on September 9, 2015
Oct Fall Annual Town Meeting
Nov If funding approved, proposals reviewed by Designer Selection Board
Nov Interview short-listed Respondents
Nov Negotiate with selected Respondent
Dec Execute contract

VI. GENERAL AND SPECIAL PROVISIONS

A. An applicant may withdraw and resubmit their proposal prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

B. The Town reserves the right to reject any and all proposals, waive informalities, and to award contracts as may be in the best interests of the Town. This RFP does not commit the Town to select any applicant, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Town also reserves the right to cancel or modify this RFP in part or in its entirety, or to change the RFP guidelines. An applicant may not alter the RFP or its components.

C. Ownership of Documents: All proposals, materials, drawings, plans, etc. shall become the property of the Town and may be disposed of without notification and shall be considered public information. All responses and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Ch. 66 §10 and Ch. 4 §7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

D. The Town will not be liable for any costs incurred by any applicant in preparing a response to this RFP or for any other costs incurred prior to entering into a Contract for Owner's Project Management Services.

E. An applicant's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the proposal. Members of a joint venture must have appropriate certifications and qualifications.

F. Proposals must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

G. The applicant selected shall be expected to comply with all applicable federal and state laws in the performance of services.

H. The consideration of all proposals and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

I. The successful applicant shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Chapter 151B of the Massachusetts General Laws).

J. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful applicant may receive as a result of this contract.

K. The Town encourages proposals from all eligible bidders.

L. Services provided by the successful bidder shall be rendered through a professional services contract; the successful applicant will not be considered an employee of the Town and will not receive any benefits of any employee.

M. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

1) General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. **The Town shall be named as an "Additional Insured".** Products and Completed Operations should be maintained for up to 3 years after the completion of the project.

2) Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured".**

3) Professional Liability of at least \$1,000,000/occurrence, \$3,000,000/aggregate. **The Town shall be named as an "Additional Insured".**

4) Workers' Compensation Insurance as required by law.

5) Umbrella Liability of at least \$2,000,000/occurrence, \$2,000,000/aggregate. **The Town shall be named as an Additional Insured.**

All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.

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 required by this Contract. The Contractor shall make no claims against the Town of Plymouth or its officers for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract.

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

N. Any questions regarding this Request for Proposal should be mailed or emailed to Pamela Hagler, Procurement Officer, 11 Lincoln Street, Plymouth, MA 02360, or phagler@townhall.plymouth.ma.us.

VII. FEE

To be negotiated between the Town Manager and successful proposer for each project. Before negotiations, the successful proposer will be expected to submit a cost proposal reflecting costs per task, hourly rates for personnel and sub-consultants, markup, and any other costs.

The fee for services will be dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased Owner's Project Manager fee.

ATTACHMENTS:

- Attachment 1: Owner's Project Manager Contract
- Attachment 2: OPM Application Form - May 2014
- Attachment 3: Non-Collusion Affidavit and Tax Compliance Certification
- Attachment 4: Delegation of Authority

ATTACHMENT 1

PROJECT MANAGER CONTRACT

**TOWN OF PLYMOUTH
AGREEMENT FOR PROJECT MANAGEMENT SERVICES**

PROJECT TITLE: Joseph Simes House
**AWARDING
AUTHORITY:** Town Manager
PROJECT TYPE: Owner's Project Management Services

The following provisions shall constitute an Agreement between the Awarding Authority of the Town of Plymouth, acting by and through its Town Manager, hereinafter referred to as "Awarding Authority", with an address of 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, 02360, and _____, with a usual place of business located at _____, hereinafter referred to as "Project Manager", effective as of the _____ day of _____, 2015. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

1.1. Generally.

1.1.1. The Project Manager will perform all project management services in connection with the management of design and construction of the Project. The scope of the Project Management Services described in this Agreement is, in the reasonable opinion of the Project Manager, expected to cover all necessary services of the Project Manager for the Project. Therefore, the Project Manager shall perform all necessary services related to the Project through completion and, absent a material change in scope, the Project Manager

shall provide all necessary services at no additional cost to the Awarding Authority, unless such service is requested by the Awarding Authority in writing as an additional service or such service is specifically performed after the completion date of the Project, and such additional or post-completion service was not made necessary by an act or omission of the Project Manager as determined by a court of competent jurisdiction.

1.1.2. In providing the Project Management Services, the Project Manager shall endeavor to maintain an effective working relationship with the Designer (as hereinafter defined) general contractors and subcontractors (collectively, the "Contractors") and other consultants performing services on any aspect of the Project.

1.1.3. The Project Manager shall be the Awarding Authority's advisor in providing the Project Management Services. The Project Manager and the Awarding Authority shall perform as stated in this Agreement and the Project Manager accepts the relationship of trust and confidence established between it and the Awarding Authority by this Agreement.

1.1.4. The Project Manager recognizes and understands that this Project will be constructed in the neighborhood of existing residential and commercial facilities that will continue to be inhabited throughout the life of this Project and understands that the Awarding Authority places special emphasis on this fact. The Project Manager agrees, insofar as possible and reasonable, to provide the Project Management Services in a manner that is compatible with the Awarding Authority's special needs, taking into consideration that certain limitations will be imposed on the Contractors during

construction, and that the Project Management Services must allow for implementation by the Contractors in a manner that will minimize any disruption of or interference with the operation of such facilities. In allowing implementation by the Contractors, it is understood that the Project Manager will not be responsible for interferences or disruptions caused by the Contractors.

ARTICLE 2: AWARDING AUTHORITY RESPONSIBILITIES:

2.1. The persons from time to time designated by the Awarding Authority as the Awarding Authority's representative, shall be reasonably acquainted with the Project, shall have the authority to request services under this Agreement and shall render decisions reasonably promptly and furnish information reasonably expeditiously so as to avoid undue delay in the Project Manager's services on the Project. Unless otherwise provided by the Awarding Authority, the Building Committee is hereby designated as the Awarding Authority's representative for this Project.

2.2. The Awarding Authority will retain a design firm (the "Designer"), with the assistance of the Project Manager, to design and to prepare contract documents for the Project.

2.3. The Awarding Authority shall be responsible for the removal of any hazardous materials in connection with the Project; provided, however, that the Project Manager shall coordinate with the Awarding Authority's abatement consultant the oversight of such work until completion.

ARTICLE 3: TIME OF PERFORMANCE

3.1 The Project Manager shall perform all Project Management Services in a prompt and expeditious manner, consistent with, and to further,

the interests of the Awarding Authority. If the Project Manager performs any services for the Project after completion of the Project, such services shall be deemed additional services, and the Project Manager shall be entitled to be paid for such additional services in accordance with Paragraph 4.3 below.

3.2 If the Project is delayed at any time in the commencement or progress of the Work by an act beyond the Project Manager's control, including an act of the Awarding Authority, Designer or Contractors or their employees or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or by delay authorized by the Owner pending mediation and/or arbitration, then the Contract Time and the Contract Sum shall be equitably extended and adjusted by Change Order for such reasonable time and amount as the parties shall agree to.

ARTICLE 4: COMPENSATION:

4.1. In consideration of the performance of the Agreement, the Awarding Authority shall pay to the Project Manager a fixed fee of \$ _____, payable in monthly installments.

4.2. The fixed fee in Section 4.1 includes all reasonable reimbursable and out-of-pocket costs of the Project Manager with respect to the Project, all of which costs are included in the fixed fee and shall not be otherwise chargeable to or reimbursable by the Awarding Authority.

4.3. If additional services, not required under the Agreement, are requested in writing by the Awarding Authority, or if the Project Manager performs any services for the Project after completion, unless

such services were made necessary by an act or omission of the Project Manager as determined by a court of competent jurisdiction, the Awarding Authority shall pay the Project Manager at the hourly rates set forth on Attachment A for hours worked. Such rates shall include all salary, benefits, overhead and profit and all expected reimbursable expenses; provided, however, such rates shall not include actual third party out-of-pocket expenditures. The Awarding Authority reserves the right to request that the Project Manager provide a lump sum fee for any additional services and if such lump sum fee is agreed upon by the parties, the agreed upon lump sum fee shall be the fee for that particular additional service.

4.4. The Project Manager shall provide the Awarding Authority with an estimate of expected costs for any requested additional services prior to undertaking such work.

4.5. Records of reimbursable expenses pertaining to additional services and other cost information with respect to additional services shall be available to the Awarding Authority or the Awarding Authority's authorized representatives at mutually convenient times.

4.6. The Project Manager shall submit monthly to the Awarding Authority a statement for its services rendered in the prior month in accordance with the compensation described in Article 4.

4.7. Payment by the Awarding Authority to the Project Manager of the approved statement amount shall be made within thirty (30) days after it is submitted.

4.8. Payments due but unpaid sixty (60) days after the invoice submittal date shall bear interest at the legal rate in Massachusetts.

ARTICLE 5: AGREEMENT DOCUMENTS:

5.1. The following documents form the Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Awarding Authority shall govern. In the event that the above documents prescribe for the same work different quantities or quality, the Project Manager shall provide the greater quantity or higher quality.

ARTICLE 6: AGREEMENT TERMINATION:

6.1. The Awarding Authority may suspend or terminate this Agreement by providing the Project Manager with ten (10) days written notice for any of the following reasons:

1. Failure of the Project Manager, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the material provisions of this Agreement by the Project Manager.
3. A determination by the Awarding Authority that the Project Manager has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

In addition, the Awarding Authority may terminate this agreement without cause upon thirty (30) days written notice to the Project Manager.

6.2. If the Awarding Authority fails to make payment to the Project

Manager of sums due and owing as provided in Article 4, then after ten (10) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such ten (10) day period, the Project Manager may terminate this Agreement.

6.3. If the Awarding Authority fails to perform any of its obligations (other than as provided in Section 6.2), then after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Project Manager may terminate this Agreement.

6.4. In the event of such termination, the Project Manager shall be compensated for all services rendered prior to the date of termination.

ARTICLE 7: INDEMNIFICATION:

7.1. The Project Manager shall defend, indemnify and hold harmless the Awarding Authority, its officers, agents, and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Project Manager's performance of the services under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by the willful misconduct or negligent acts or omissions of the Project Manager, anyone directly or indirectly employed by it, or anyone for whose acts

it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This indemnification obligation does not require the Project Manager to indemnify the Awarding Authority for such claims, damages, losses or expenses where such are caused solely by parties other than the Project Manager, anyone directly or indirectly employed by the Project Manager, or anyone for whose acts the Project Manager may be responsible.

7.2 In claims against any person or entity indemnified under paragraph 7.1 by an employee of the Project Manager, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under paragraph 7.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Project Manager under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.3 The Project Manager shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement. The within language shall not be construed as a limitation of the Project Manager's liability under this Agreement or under any applicable law. The Awarding Authority agrees to include in the general conditions of the construction contract a provision requiring contractors to

indemnify and hold harmless the Project Manager, and to name the Project Manager as an additionally insured party on all applicable insurance certificates.

ARTICLE 8: AVAILABILITY OF FUNDS:

8.1. The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 9: PERFORMANCE STANDARD - COMPLIANCE WITH LAW:

9.1 The Project Manager will provide all Project Management Services in a manner (i) that is expeditious and economical based on established compensation provisions in this Agreement, (ii) that is consistent with service standards for comparable projects by qualified project managers, and (iii) demonstrating an understanding of the established schedule, budget and other Awarding Authority objectives for the Project and each component thereof, it being understood that the Project Manager is not guaranteeing compliance of the Project with the schedule, budget or other Awarding Authority objectives.

9.2. The Project Manager represents that all Project Management Services will be performed in accordance with all applicable Federal, State, and local laws, ordinances, by-laws, codes, and regulations and in accordance with sound project management practice.

9.3. The Project Manager agrees that, in performing the Project Management Services under this Agreement, it shall comply with all of the terms of all governmental approvals in connection with all aspects of the Project.

ARTICLE 10: ASSIGNMENT:

10.1. The Project Manager shall not make any assignment of this

Agreement without the prior written approval of the Awarding Authority.

ARTICLE 11: AMENDMENTS:

11.1. All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Awarding Authority and Project Manager. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Awarding Authority and Project Manager. Additionally, all amendments and changes shall be approved by the Awarding Authority's Town Accountant prior to execution by the Awarding Authority. No amendment or change to the Agreement provisions shall be made until after the written execution of the amendment or change to the Agreement by both parties.

ARTICLE 12: INSURANCE:

12.1 The Project Manager shall obtain and maintain throughout the duration of the Project the following insurance limits and coverages:

- 1) **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. **The Town shall be named as an "Additional Insured".** Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) **Automobile Liability** of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured".**
- 3) **Professional Liability** of at least \$1,000,000/occurrence, \$3,000,000/aggregate. **The Town shall be named as an "Additional Insured".**
- 4) **Workers' Compensation Insurance** as required by law.

5) **Umbrella Liability** of at least \$2,000,000/occurrence, \$2,000,000/aggregate. **The Town shall be named as an Additional Insured.**

12.2. The Project Manager's Commercial General Liability Insurance shall include premises - operations (including explosion, collapse and underground coverage) independent contractors and completed operations, all including broad form property damage coverage.

12.3. Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

12.4. The Awarding Authority shall be named as additional insured parties on the Project Manager's insurance policies for the Project, except for workers' compensation.

12.5. The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverages to be in force shall be filed with the Awarding Authority prior to the execution of this Agreement, and upon the renewal of any such coverage during the term of this Agreement.

Certificates shall indicate effective dates and dates of expiration of policies. All insurance policies required hereunder shall be written by companies satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.

12.6. The Awarding Authority shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may

purchase and maintain such insurance as will protect it against claims which may arise from operations under this Agreement.

ARTICLE 13: DOCUMENTS AND DELIVERABLES:

13.1. All documents, plans, drawings, reports and data prepared for and delivered to the Awarding Authority by the Project Manager under this Agreement including, without limitation, all daily reports, RFI's, proposed change orders, and change directives, shall become the property of the Awarding Authority. Any re-use of such materials for a project other than the project specified herein without the Project Manager's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Project Manager or to the Project Manager's independent professional associates, sub-Project Managers or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project named herein shall not be construed as an act in derogation of the Project Manager's rights under this Agreement.

ARTICLE 14: NOTICE:

14.1. All notices required to be given hereunder shall be in writing and delivered, or mailed first class, to the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

ARTICLE 15: DISPUTE RESOLUTION

15.1. All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to review by any court having appropriate jurisdiction. Notwithstanding the foregoing, the Awarding Authority and the Project Manager may at any time, upon written agreement of both parties, submit to mediation and, in case the mediation is not successful, submit to arbitration any existing claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, provided such agreement is in writing, is signed by authorized representatives of the two parties and specifically describes such existing claim, dispute or matter in question. Any such arbitration, unless otherwise agreed, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

ARTICLE 16: STAFFING

16.1 It is understood that the unique abilities of the Project Manager have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Project Manager will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Awarding Authority. The Awarding Authority shall have the right of approval of Project Management staff assigned to the project in accordance with Section 16.2. The Project Manager hereby agrees and acknowledges that one of the conditions of this Agreement is that the individuals in charge of the direction and supervision of the Project on behalf of the Project Manager shall be named and approved by the Awarding Authority at least

one month prior to the commencement of construction work on the Project, and such individuals and the members of the Project Manager's project team set forth below (the "Project Manager's Project Team") shall be available to attend meetings and respond to requests, comments, questions and concerns of the Awarding Authority and other parties identified by the Awarding Authority. This condition is a substantive inducement to the Awarding Authority without which the Awarding Authority would not have entered into this Agreement with the Project Manager. Notwithstanding the foregoing, the Project Manager shall submit to the Awarding Authority as soon as possible information on the credentials of the proposed project manager and assistant project manager. In consideration of the foregoing, the Project Manager agrees that for so long as any such member of the Project Manager's Project Team is employed by (or, as appropriate, a principal of) the Project Manager, such member(s) shall direct, shall be responsible for, and shall be available to provide the Project Management Services in connection with the Project. If at any time any such member of the Project Manager's Project Team is no longer available as aforesaid, then his replacement shall be subject to the prior approval of the Awarding Authority. The Project Manager's Project Team will consist of the persons noted below and necessary assistants and other technical and administrative personnel. All of the Project Manager's Project Team shall be experienced in projects similar in size, scope and complexity of the Project. Each member of the Project Team shall be appropriately licensed and certified and qualified by training and experience in their respective fields. No change will be made in the composition of the Project Team without the

Awarding Authority's approval. No personnel in the Project Team designated as full-time on the Project shall assume additional responsibilities outside of the Project without the written consent of the Awarding Authority. The Awarding Authority may require replacement of any member of the Project Manager's Project Team upon notice to the Project Manager with or without cause. The members of the Project Manager's Project Team are as follows:

16.3. The Project Manager shall provide the Awarding Authority with a schedule listing the names, job descriptions and professional biographical information for all other staff expected to work on the Project. The Project Manager shall provide emergency contact information to the Awarding Authority for all members of the Project Team.

16.4. The Project Manager acknowledges and agrees that the project manager shall be at the Project site at least _____ days a week for a total of _____ hours; if this option is selected, the Clerk of the Works shall be at the Project site full time (40 hours a week), and shall possess an unrestricted Massachusetts Contractor License. The group manager for the Project shall work on the Project matters at least one day a week, unless mutual agreement determines otherwise.

16.5. The Project Manager will at all times remain an independent contractor and is not an agent of, employee of, or a joint venturer with, the Awarding Authority.

16.6. Except as provided in the immediately following sentence, the

Project Manager will not have the authority to enter into agreements on the Awarding Authority's behalf or otherwise bind the Awarding Authority by its decisions and the Project Manager will not hold itself out as the Awarding Authority's agent. The Project Manager shall act in the capacity of an agent or representative of the Awarding Authority only to the extent as expressly authorized by the terms of this Agreement or as the Awarding Authority may from time to time otherwise expressly authorize the Project Manager in writing.

ARTICLE 17: CERTIFICATIONS:

17.1. The Project Manager certifies that:

1. The wage rates and other costs used to support the Project Manager's compensation are accurate, complete and current at the time of contracting.
2. The original Agreement price and any additions to the Agreement may be adjusted within one year of completion of the Agreement to exclude any significant amounts due to inaccurate, incomplete or non-concurrent wage rates or other costs.
3. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
4. No consultant to or sub-Project Manager for the Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Project Manager,

or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub-Project Manager of a contract by the Project Manager.

5. No person, corporation or other entity, other than a bona fide full time employee of the Project Manager, has been retained or hired by the Project Manager to solicit for or in any way assist the Project Manager in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Project Manager.
6. It has internal accounting controls as required by M.G.L. c.30, §39R and that the Project Manager filed and will continue to file an audited financial statement as required by M.G.L. c.30, §39R(d).

18. ARTICLE 18: MISCELLANEOUS

18.1. This Agreement will be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.

18.2. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

18.3. This Agreement represents the entire and integrated agreement between the Awarding Authority and the Project Manager and supersedes all prior negotiations, representations or agreements, either written

or oral.

18.4. This Agreement shall be binding upon and inure to the benefit of the Awarding Authority and its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Project Manager and its permitted successors and permitted assigns. The Project Manager may not assign any right or delegate any obligation hereunder without the Awarding Authority's prior written approval.

18.5. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be amended as mutually agreed by the Awarding Authority and the Project Manager to make such insertion or correction.

18.6. The Awarding Authority acknowledges that it will obtain the services of the Designer (which term shall be understood to also include all design professionals utilized in the Project) and will retain the services of Contractors, to whom it has respectively delegated full, specific project design and construction and safety responsibilities; and, the Awarding Authority has obtained the services of others such as testing and inspection agencies and attorneys. As such, the services of the Project Manager are intended to afford the Awarding Authority assistance in administering the services of others, and are not to include responsibility, in any way, for the work of others. In the event the Designer fails to perform its work and/or any Contractors fail to maintain a safe jobsite and/or

properly perform their Work, for example, the Awarding Authority will not look to the Project Manager for the Awarding Authority's losses due to the failure of the Designer, the Contractors and/or others to perform their respective obligations.

18.7 No employee or official of either the Awarding Authority or the Project Manager shall assume any personal liability pursuant to this Agreement.

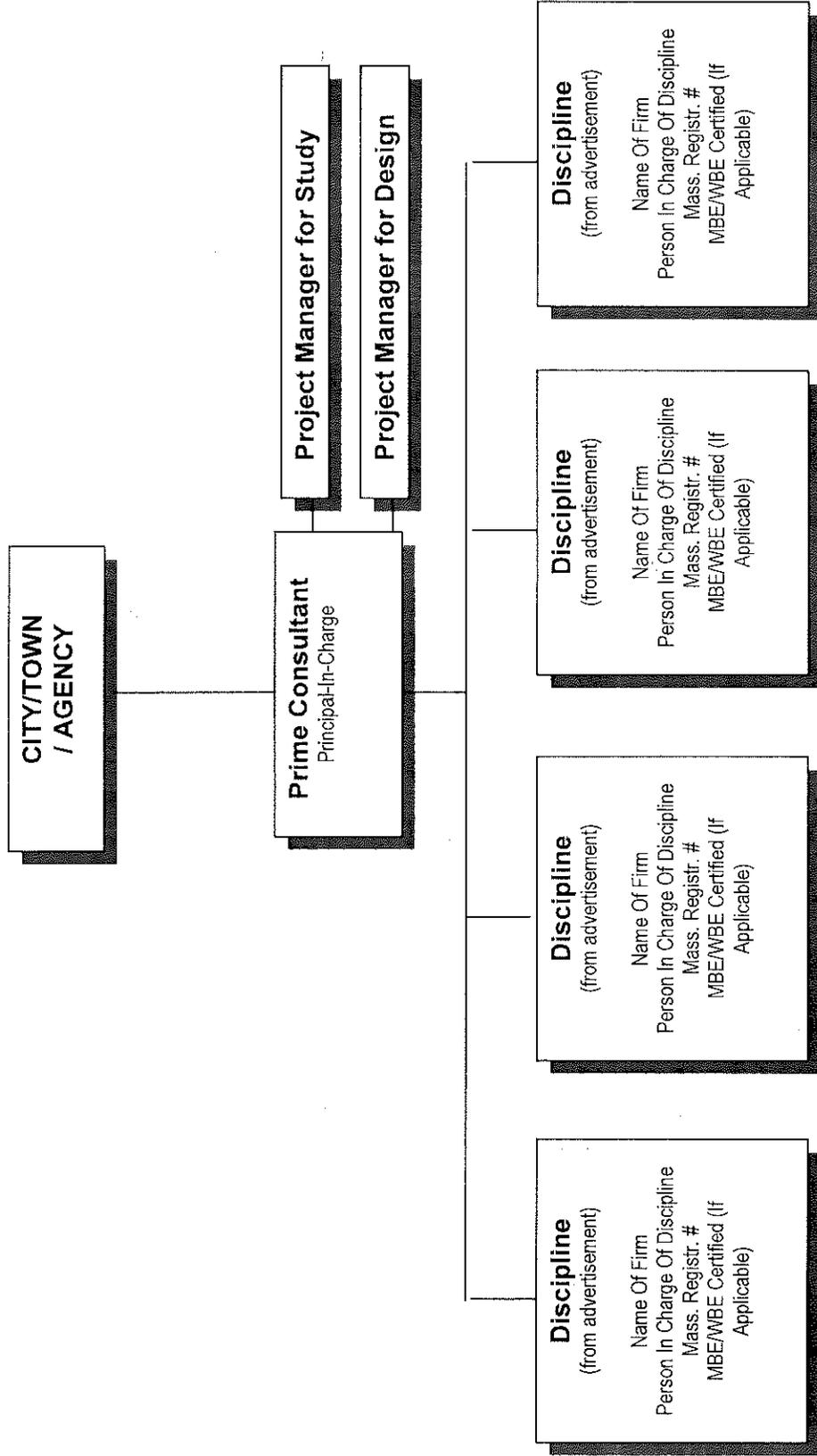
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ATTACHMENT 2

COMMONWEALTH OF MASSACHUSETTS
DESIGNER SELECTION BOARD APPLICATION

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)	1. Project Name/Location For Which Firm Is Filing: 2. Project # This space for use by Awarding Authority only.																																																																
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)																																																																
3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																																																
3c. Federal ID #:	3g. Name and Address Of Parent Company, If Any:																																																																
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):	3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>																																																																
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="0"> <tr> <td>Admin. Personnel</td> <td>()</td> <td>Ecologists</td> <td>()</td> <td>Licensed Site Profs.</td> <td>()</td> <td>Other</td> <td>()</td> </tr> <tr> <td>Architects</td> <td>()</td> <td>Electrical Engrs.</td> <td>()</td> <td>Mechanical Engrs.</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Acoustical Engrs.</td> <td>()</td> <td>Environmental Engrs.</td> <td>()</td> <td>Planners: Urban./Reg.</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Civil Engrs.</td> <td>()</td> <td>Fire Protection Engrs.</td> <td>()</td> <td>Specification Writers</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Code Specialists</td> <td>()</td> <td>Geotech. Engrs.</td> <td>()</td> <td>Structural Engrs.</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Construction Inspectors</td> <td>()</td> <td>Industrial Hygienists</td> <td>()</td> <td>Surveyors</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Cost Estimators</td> <td>()</td> <td>Interior Designers</td> <td>()</td> <td></td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>Drafters</td> <td>()</td> <td>Landscape Architects</td> <td>()</td> <td></td> <td>()</td> <td></td> <td>()</td> </tr> </table>	Admin. Personnel	()	Ecologists	()	Licensed Site Profs.	()	Other	()	Architects	()	Electrical Engrs.	()	Mechanical Engrs.	()		()	Acoustical Engrs.	()	Environmental Engrs.	()	Planners: Urban./Reg.	()		()	Civil Engrs.	()	Fire Protection Engrs.	()	Specification Writers	()		()	Code Specialists	()	Geotech. Engrs.	()	Structural Engrs.	()		()	Construction Inspectors	()	Industrial Hygienists	()	Surveyors	()		()	Cost Estimators	()	Interior Designers	()		()		()	Drafters	()	Landscape Architects	()		()		()	
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Cost Estimators	()	Interior Designers	()		()		()																																																										
Drafters	()	Landscape Architects	()		()		()																																																										
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.



<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:	
b. Project Assignment:	
c. Name and Address Of Office In Which Individual Identified In 7a Resides:	MBE <input type="checkbox"/> WBE <input type="checkbox"/>
d. Years Experience: With This Firm: _____ With Other Firms: _____	
e. Education: Degree(s) /Year/Specialization	
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	
g. Current Work Assignments and Availability For This Project:	
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	

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

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

Be Specific – No Boiler Plate

11. Professional Liability Insurance:
 Name of Company _____ Aggregate Amount _____ Policy Number _____ Expiration Date _____

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If **YES**, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

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

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

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

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

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

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

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 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.

Submitted by _____ Printed Name and Title _____ Date _____
 (Signature)

ATTACHMENT 3

NON-COLLUSION AFFADAVIT AND TAX COMPLIANCE CERTIFICATION

THIS PAGE IS TO BE RETURNED WITH PROPOSAL

THE UNDERSIGNED BIDDER HEREBY CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THE FOLLOWING:

This bid in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Project Manager has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By _____
Corporate Officer
(if applicable)

ATTACHMENT 4

DELEGATION OF AUTHORITY

DELEGATION OF AUTHORITY

At a meeting of the Board of Directors of the _____

(Name of Corporation)

_____ duly called and held on _____
(Date)

at which a quorum was present, and acting throughout, the following vote
was duly adopted: VOTED: That _____

(Name of Individual)

the _____ of the Corporation, hereby is authorized
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf
of the Corporation, bids, proposals, contracts, bills of sale,
conditional sale agreements, chattel mortgages, leases, bonds,
applications, affidavits, certificates, and any other similar documents
required in connection with the sale of the Corporation's services or
products to any purchaser, including assignments and satisfactions of
any such documents.

Any and all applications, affidavits, statements, certificates, and
similar documents required by law in connection with the licensing of
the Corporation or its representatives for the sale, distribution, and
servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the
aforesaid person in connection with the duties as

_____ of _____
(Title) (Name of Corporation)

and not otherwise.

ATTEST: _____ DATE: _____

NOTE: This form must be completed if the contractor is a corporation.