



REQUEST FOR QUALIFICATIONS (RFQ)

FOR

OWNER'S PROJECT MANAGER SERVICES

FOR

TOWN OF WILLIAMSBURG

PUBLIC SAFETY COMPLEX

APRIL 11, 2018

SUBMISSIONS DUE: MAY 14, 2018 AT 2PM

BY
TOWN OF WILLIAMSBURG, MASSACHUSETTS

SUBMIT RESPONSES TO:

TOWN OF WILLIAMSBURG
P.O. BOX 447
141 MAIN STREET
HAYDENVILLE, MA 01039
ATTN: CHARLENE NARDI, TOWN ADMINISTRATOR & CHIEF PROCUREMENT OFFICER

Firms who have received this RFQ other than directly from the Town of Williamsburg should register to receive update notifications by notifying the Town Administrator.

A Bidder with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFQ information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing to the contact person below, and reasonable accommodation will be made by agreement with the contact person on behalf of the Town of Williamsburg.

The Town of Williamsburg does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities.

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I. GENERAL INTRODUCTION, TERMS AND CONDITIONS

A. Introduction

The Town of Williamsburg is seeking proposals for Owner's Project Manager (OPM) services in accordance with M.G.L. c. 149, section 44A 1/2, for a Public Safety Complex. This contract consists of five phases. Phase I is the initial study, which includes working with the OPM Steering Committee and requires reviewing work previously done and revising and updating facility programming and size under a construction budget of \$2.5 million. Phase II is the design phase, which will include oversight of architectural and engineering work. Phase III is construction bidding. Phase IV is construction. Phase V is close-out. Each phase is detailed in the scope of services.

The successful OPM will review the previous work done by the Town of Williamsburg's Public Safety Complex Committee, Repurposing Committee, and Facilities Master Plan Committee. The successful OPM will familiarize themselves with the current police and fire stations, the Helen E. James building and site as detailed in the Town Building Needs Report, and with a site visit to selected other potential sites. A key task will be assisting the town with its site selection process. The town is looking to weigh benefits and challenges for key sites while reflecting its values and priorities in the process. Considerations identified by townspeople include, but are not limited to, cost, elevation, parcel ownership, impact on open space, impact on subsequent town facility needs and appropriateness for intended function. Use of more than one site or facility will also be an option for consideration.

The project has been estimated at \$2.5 million and the Town desires all design services be completed so that construction may be completed during the 2020 construction season.

The term Owner's Project Manager is defined as "an individual, corporation, partnership, sole proprietorship, Joint Stock Company, joint venture, or other entity engaged in the practice of providing project management services for the construction and supervision of construction buildings." The OPM is prohibited from having any affiliation with the designer, contractor, or any other party having an interest in the project.

Notice of this RFQ is published in the Central Register (which is a weekly publication of the Office of the Secretary of State), the Daily Hampshire Gazette (a newspaper of general circulation) and posted on the Town of Williamsburg's website (www.burgy.org).

This is not a price competition, but rather the Town's decision will be based upon qualifications and experience with similar projects. The Town will evaluate proposals and enter negotiations with the highest scoring proposer. If unsuccessful, the Town may attempt to negotiate with the second highest scoring proposer.

The Town of Williamsburg may cancel this RFQ or reject in whole or in part any and all proposals, if they determine that cancellation or rejection serves the best interest of the Town.

<p>An on- site Briefing Session (highly encouraged, but not mandatory) will be held APRIL 23, 2018 AT 10AM AT THE WILLIAMSBURG TOWN OFFICES, 141 MAIN ST, HAYDENVILLE, MA 01039.</p>

B. Overview of OPM Services Sought

Working on behalf of the Town of Williamsburg, the person or firm shall be consistent with State and Federal statutes, be an advocate for the Town of Williamsburg through the Initial Study, Design, Bidding, Construction, and Close-out Phases of the project (if retained for further phases) to ensure that the quality of design meets all standards that are specified, as detailed in Massachusetts General Law Chapter 149 s 44A1/2.

Each Respondent must designate an individual who will serve as the Project Manager. The Project Manager shall be certified in the Massachusetts Certified Public Purchasing Officer Program as administered by the Inspector General of the Commonwealth of Massachusetts.

C. Project Schedule and Submission Instructions

It is the intent of the Town that the services begin as soon as contract negotiations are complete, which is expected to be on or before June 18, 2018. The Contract between the Town and the selected Firm will be for Phase I of the project with the option of the Town to negotiate and amend the contract for Phase II -V.

One (1) original signed, eight (9) copies and one PDF on USB flash drive of the Response must be submitted to the Williamsburg Town Administrator / Chief Procurement Officer, Town of Williamsburg, PO Box 447, 141 Main Street, Haydenville, MA 01039. Sealed Responses should be marked “WILLIAMSBURG PUBLIC SAFETY COMPLEX OPM SERVICES” on the front left bottom of the envelope. Submissions should not include plastic covers, bindings, dividers, tabs or other materials that cannot be recycled.

All Responses must be properly signed.

Statements of Qualifications are due to the Town of Williamsburg Town Administrator / Chief Procurement Officer by MAY 14, 2018 AT 2PM. Proposals must be in a sealed envelope marked “WILLIAMSBURG PUBLIC SAFETY COMPLEX OPM SERVICES”

Late submissions will not be accepted. It is the responsibility of the submitting Individual, Partnership or Firm (hereinafter referred as the “Firm”) to ensure that its Response is delivered by the deadline. The Town of Williamsburg offices are located at 141 Main Street, Haydenville, MA. **The contact information for the Town Administrator / Chief Procurement Officer is 413-268-8418 or townadmin@burgy.org**. Delivery by facsimile or other electronic means will not be accepted.

Bold - Critical Date

Tentative Process Date at Discretion of Town

Briefing Session on Site	April 23, 2018 at 10 A.M.
Written Question Period:	through May 1, 2018 at 4pm
Addendum issued, if necessary	May 7, 2018
Deadline for Proposals	May 14, 2018 at 2pm
Review/evaluation period for Responses	May 17 -31, 2018
Interviews, if necessary	May 21 – May 24, 2018
Interviews may be conducted by phone.	
Contract negotiations and award are expected to take place through June 18, 2018.	
Design Services	late 2018
Construction Services	Construction season 2019 - 2020

Costs associated with the preparation of the Response are the sole responsibility of the Firm.

A consultant may correct, modify, or withdraw a proposal by written notice received by the Town prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____." Each modification must be numbered in sequence, and must reference the original RFQ.

Questions concerning this solicitation may be submitted in writing to: Charlene Nardi, Town Administrator / Chief Procurement Officer, Town of Williamsburg by email to townadmin@burgy.org. Questions are preferred in email form. Faxes will not be accepted for any purpose. Any required addenda will be e-mailed to all persons on record as having received the Request for Qualifications from the Town Administrator.

Bidders are not to communicate directly with any employee of the Town of Williamsburg, except as specified in this RFQ, and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFQ. The Town reserves the right to cancel this Request for Qualifications, or reject, in whole or in part, any and all proposals, if the Town determines that cancellation or rejection serves in its best interests. The Town reserves the right to waive informalities, and to issue addenda to this RFQ.

All Responses shall become the property of the Town upon receipt. Firms should be aware that any information given to the Town in response to this RFQ or any correspondence between the Firm and the Town may not be deemed to be proprietary or confidential.

The Town intends to negotiate the Fee with the selected Firm based upon qualification, experience and the project approach (work/plan/level of effort that best meets the Town's needs). Subsequent phases of work will also be negotiated.
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D. Limitation on Funding

The Contract for Owner's Project Manager services resulting from this RFQ will be subject to the availability of funds from the Town. The Town has secured funding through Initial Study Phase and intends to secure funding for the Design and Construction Phases at future Town Meetings.

E. Inspection

Firms shall permit authorized representatives of the Town to inspect the Firm's data, facilities, equipment and records relating to this RFQ. Unsubstantiated statements or the refusal to permit an audit or inspection may cause the Firm to be deemed non-responsive.

F. Proprietary Information

All Responses shall become the property of the Town. If any proprietary information is contained in or attached to a Response, it must be clearly identified as such. Please note that the Town is subject to the provisions of Chapter 4, Section 7, Clause twenty-six, of the General Laws of Massachusetts (public records), and other Chapters thereof related thereto.

G. Amendments to the Contract

The Town reserves the right to negotiate mutually acceptable amendments to the Contract arising from the RFQ and, in particular, with respect to the addition of services that are consistent with the services solicited by the RFQ. The right to negotiate mutually acceptable amendments applies for the term of the Contract and any extensions.

II. SCOPE OF SERVICES

The Owner's Project Manager will be responsible for, but not limited to, providing the following services in accordance with the terms and conditions set forth in the Town's Standard Owner's Project Management Contract. The budget for the project is set for 2.5 million dollars.

A. Phase I - Initial Study Phase

1. The OPM shall review relevant documents prepared by various town committees from 2010 forward. The OPM will call attention to any additional information needed to make informed decisions for the project, such as prospective site details;
Link to documents: <https://www.burgy.org/owners-project-manager-steering-committee/pages/important-documents>
2. Review the program and space needs of the Williamsburg fire and police departments to become familiar with the issues and confirm their understanding with the OPM Steering Committee;
3. Review the existing site selection process performed by various town committees since 2010 to either verify previous conclusions or offer an alternative. This review will include the criteria used and their weight, and basic assumptions such as building size and combined or separate police and fire facilities. 3-5 sites will be examined and ranked for suitability with strong preference given to town-owned sites. Develop a decision matrix to compare and present alternatives with respect to the Town criteria, priorities and values;
4. Attend OPM Steering Committee meetings as needed to achieve deliverables and contribute to setting agenda topics and schedule as appropriate;
5. Review with the OPM Steering Committee, alternative approaches to design and construction of the Project, including, but not limited to, phasing of the construction, life cycle operational costs, construction type, and current best practices for environmental concerns such as energy efficiency, sustainable building materials, water conservation, indoor air quality, and local and/or recycled sourcing;
6. Prepare conceptual designs in consultation with the OPM Steering Committee and other Committees, as appropriate, to sufficiently show the building being suitable to the site with site plans and elevation drawings.
7. Prepare preliminary cost estimates based on past similar projects and accepted standard costs. Provide value engineering and resource prioritization suggestions;
8. Set a timeline and schedule for taking the project successfully through the town meeting appropriation process;
9. Assist in identifying grant and other funding opportunities;

10. Attend Public Meetings for the purpose of presenting the project for obtaining phase II funding;
 11. Assist in the preparation of the RFQ/RFP for the selection of the architect/designer and other engineering services;
 12. Assist in the release / putting out to bid the RFQ/RFP for architectural design and engineer services;
 13. Assist the OPM Steering Committee at the pre-bid conference prior to the selection of the architectural phase services;
 14. The OPM shall assist the OPM Steering Committee, in its review of the RFQ for architectural phase services and perform reference checks on no less than three of the architectural firms submitting Qualification Statements. In addition, the OPM shall assist in designer negotiations.
- B. Phase II - Design. The following tasks of Phase II will be confirmed with the Selectboard, or its designee.
1. The OPM shall attend meetings with the Select Board, or its designee, and architect on an as-needed basis. Additionally, the OPM shall prepare and submit timely minutes of design and project meetings to the Select Board, or its designee;
 2. Oversee and review the architect's work as it relates to the quality and efficiency of design and preparation of the architect's schedules and cost estimates;
 3. Confirm schedule for bringing forth project to the Town for funding support;
 4. Review architect's invoices for services rendered and make recommendations for payment;
 5. Review cost estimates and consider, evaluate and recommend value engineering and resource prioritization;
 6. Review the schematic plans, evaluations and specifications for cost effectiveness, constructability issues, review for consistency of documents between overlapping trades, coordination, and compliance with the vision of the Select Board, or its designee, and the requirements of M.G.L. Chapter 149, Section 44A-M and all other applicable laws, codes, and regulations;
 7. Review detailed cost estimates developed by the architect, as required by the Select Board, or its designee. At a minimum the architect will prepare cost estimates at 30%, 60%, 90%, and 100% design completion;
 8. In general, provide advice and consultation to the Board of Selectmen, or its designee, with respect to design, value engineering, and scope of work, cost estimating, general contractor and sub-contractor pre-qualifications, scheduling and coordination of all work;

9. Attend public meetings, as needed, to present project to town for funding of construction phase;
10. When requested by the Select Board, or its designee, review bid documents for clarity and completeness prior to bidding;
11. Coordinate with National Grid efficiency programs that provide assistance with designing energy efficient buildings
12. Ensure design meets stretch code requirements

C. Phase III – Bidding

The following tasks of Phase III will be confirmed with the Selectboard, or its designee

1. The OPM shall review and critique the Designer's conceptual plans, project cost estimates, and resulting bid documents, for cost, constructability issues, missing items, coordination, and compliance with applicable laws and regulations;
2. Complete Cost Estimating Review and Evaluation – Services include review and acceptance (reconcile if required) of conceptual estimates and provide value engineering and resource prioritization suggestions. Perform systematic cost review as outlined by the Select Board, or its designee, and provide written acceptance. Work with Designer to reconcile estimates to Project Budget as required;
3. Scheduling – Prepare a Project Master Schedule and preliminary Construction Schedule. Assist in the preparation of the Project Control Specification for inclusion in the contract documents;
4. Assist the Select Board, or its designee, and Architect with the issuance of a bid(s) for contract work, as well as all required filed sub-bids in accordance and compliance with all public bidding requirements and General Laws of the Commonwealth of Massachusetts;
5. Assist the Select Board, or its designee, with the pre-bid conferences to clarify the project's needs and assure responsive bids;
6. Contractor Selection/Bidding – Assist the District and Designer with bid opening, review contractor bids, check bidder references, assist in final selection, prepare Construction Contract and assist in execution of the Contract for Construction;
7. Subcontractor Selection/Bidding – Assist the Select Board, or its designee, and Designer with bid opening, review subcontractor bids, check bidder references, assist in final selection, prepare Construction Contract and assist in final selection;

8. Oversee the work of the Designer and complete an Architect Evaluation upon completion of the project.

D. Phase IV - Construction Phase.

The following tasks of Phase IV will be confirmed with the Selectboard, or its designee.

1. OPM Shall oversee the work of the General Contractor or Construction Manager throughout construction;
2. Review and comment on the construction schedule developed by the contractor;
3. When requested by the Select Board, or its designee, manage the change order process for maximum effectiveness while minimizing delay and costs by submitting a copy of all change order proposals to the Select Board, or its designee;
4. Monitor the construction process to anticipate difficulties, resolve issues early, and keep work flowing;
5. As requested by the Select Board, or its designee, coordinate final stages of construction administration, including contractor punch lists and close-out work;
6. Be responsible for receipt and review of certified payroll compliance with State prevailing wage law and applicable governmental regulations;
7. Attendance at periodic meetings (times to be determined) with the Select Board and/or designated committees to present reports on status of project and progress in meeting the desired schedule which will be agreed upon with the successful applicant.
8. Ensure coordination with National Grid energy efficiency incentive program wherever applicable.

E. Phase V – Close-out.

The following tasks of Phase V will be confirmed with the Selectboard, or its designee

1. Project Closeout – At the conclusion of the project, the OPM shall secure and deliver the as-built drawings and all other construction related documents and all materials necessary for occupancy and full operation of the facility. Collect all O&M manuals and instructions, warranties, record drawings and as-builts and deliver same to the Select Board office; ensure that the Contractors perform equipment testing and assist with training of Town employees on equipment usage and maintenance;
2. Prepare a standard contractor evaluation form for the Division of Capital Asset Management concerning the Designer, General Contractor and Subcontractors

performance as required. Report to the Select Board, or its designee, on all aspects of the project;

3. Provide support and assistance in any claims-related matters or litigation.

III. EXPERIENCE REQUIREMENTS

3.1 The OPM shall be a person and/or firm who is registered by the Commonwealth as an Architect or Professional Engineer and who has experience in the construction and supervision of construction of buildings or a person, if not registered as an Architect or Professional Engineer, who has relevant experience in construction and supervision of construction of buildings. The OPM shall be independent of the designer, general contractor, and/or any subcontractor involved in the building project.

3.2 Proposers must regularly provide all of the services described in Section II: Scope of Service and comply with Section V: Proposal Submission Procedures/Criteria.

3.3 The OPM must have excellent presentation and communication skills.

3.4 The individual or firm must be able to demonstrate financial adequacy and managerial stability.

3.5 The OPM must demonstrate knowledge of best environmental practices and local/state/federal environmental requirements for construction.

3.6 Each person and/or firm must submit 1) the Project Manager Qualification Statement 2) a certificate of non-collusion; 3) a certification of tax compliance.

3.7 Each Respondent must designate an individual who will serve as the Project Manager. The Project Manager shall be certified in the Massachusetts Certified Public Purchasing Officer Program as administered by the Inspector General of the Commonwealth of Massachusetts.

IV. REQUIRED SUBMISSIONS

4.1 All information requested shall be provided according to the following instructions in order to be considered responsive. Firms must provide qualifications that meet or exceed all requirements listed in the RFQ. At a minimum, the following should be included:

- Each Response shall be typed and should be concise but comprehensive.
- All required certifications must be completed, signed and submitted with each Response. Failure to return completed certifications may deem the submittal non-responsive.
- All Responses shall start with General Information Form followed by the Table of Contents.

4.2 Cover Letter and General Information Form

The Firm must provide a Cover Letter which summarizes their acknowledgement and statement of the services outlined in this RFQ. Include a statement of financial stability by your auditing firm, a Dun and Bradstreet rating, or other similar attestation by an appropriate third party. Summarize what you believe your business offers which might be unique from other businesses in this field.

Follow this with the completed and signed General Information Form as included in this RFQ.

4.3 Professional Qualifications and Experience

The Response should include a statement of qualifications and experience. This statement should, at a minimum, include a discussion of the ability to perform necessary service requirements within the Firm or through the use of subcontractor(s). Skills and resources to be addressed include: experience with similar projects; proven knowledge of and experience with Massachusetts procurement and construction laws. The Response must include a description of similar undertakings provided by the Firm or their subcontractors.

Discuss capabilities of firm's public building management experience including:

- Cost and budget controls
- Timeliness, construction completion to client's satisfaction
- Contractor supervision
- Contract administration
- Working knowledge of current Public Safety Building Construction Guidelines.
- Familiarity and experience of firm with public bidding, including history of previous and successful experiences with general and sub-bid challenges under MGL Chapter 149. MCPPO Certification is required.
- List all experiences with public contracts in the past ten years that required some form of arbitration or legal action in the state or federal court systems to complete the contract work and the role your firm played in the resolution of these disputes, if any.

The Response must include a list of at least three (3) references for projects that are similar in scope and complexity to this project. Public Safety projects are preferred. The most recent reference should be listed first, then others in reverse chronological order. Include the name of the reference, contact person, title of contact person, telephone number, contract cost, period of performance of contract, description of contract work, and any photos available. Contact information should be current.

A comprehensive list of all OPM projects undertaken in the past five years is also desired and should include the OPM's cost estimate and final cost of construction, if constructed.

The Town reserves the right to seek references beyond those supplied by the proposer, which may be used as part of the evaluation process.

4.4 Personnel Qualifications and Experience

Provide a detailed resume for each staff person that will be assigned to this project.

Additionally, for each staff person to provide services, the Firm must clearly identify, at a minimum, the individual's current duties, which position the individual would be assigned to, and identification of the tasks to be performed by them. This must include any proposed sub-consultants. The Firm is encouraged to highlight the staff persons' relevant experience to the services being requested in this document and show that their qualifications meet or exceed the requirements. An Organization Chart is recommended to identify the proposed Project Manager and key staff and/or sub-consultants. As the project progresses and if staff substitutions are needed, identify the new staff person and provide his or her qualifications.

4.5 Work Plan

Provide a detailed program describing the methodology and approaches to be used to accomplish the project services by tasks. The Firm must list, for each task, the number of person hours

expected. A detailed project schedule must be supplied which illustrates their capability to complete the project on time. Any recommendations for changes or additions to the Scope of Service consistent with the objectives of the Project Manager services must also be included. The work plan shall illustrate the Firm's capability to manage, coordinate and integrate the work of its personnel and any proposed sub-consultants; to interface with the Town's building committee and staff and consultants; and to provide the experienced personnel required for successful performance of the services.

4.6 Additional Information

The Firm is encouraged to submit other information which may be pertinent to the evaluation of the Response.

4.7 Required Certifications

The Response must include the following completed and signed certifications from Attachment A.

- ☐ Certification of Eligibility
- ☐ Certification of Non-Collusion
- ☐ Attestation of Tax Compliance
- ☐ Statement on MGL/Building Code
- ☐ W-9 Form
- ☐ Proof of insurance covering general liability, workers' compensation, professional liability, errors and omissions and Excess Umbrella coverage.
- ☐ Initialed Sample Contract for Acknowledgement of Terms and Conditions

V. RESPONSE RATING AND SELECTION PROCESS

The Contract will be awarded to the most responsible and responsive firm in accordance with the minimum and comparative criteria in this RFQ. All Responses received will be reviewed by an Evaluation Committee who will evaluate each Response to see that it has met the Minimum Criteria and those Responses that so qualify shall be evaluated based on the Comparative Criteria.

5.1 Minimum Requirements

The following are the MINIMUM Requirements for a Response to be considered and evaluated

- ☐ Firm shall have professional registration in architecture or engineering with five (5) years of construction management experience, or for those not registered, at least seven (7) years of relevant experience in the construction and supervision of building construction.
- ☐ Firm must identify and commit an individual Project Manager, employed by the firm, who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has a least five (5) years' experience in the construction and supervision of building construction and is MCPPO certified.
- ☐ Firms and identified staff shall demonstrate thorough knowledge of the Massachusetts State Building Codes; the Americans with Disabilities Act; and working knowledge of the Commonwealth of Massachusetts Designer Selection and procurement laws including public building construction with pre-qualified filed sub-bids, general contractors and horizontal construction.
- ☐ Firms shall demonstrate knowledge of and experience with best environmental

practices for new or rehabbed sites.

- ☐ Proposed OPM team must demonstrate prior successful working relationships with clients similar to the Town on projects of comparable size and complexity.
- ☐ Firm or individual must have experience as an Owner's Project Manager or experience with related duties on a minimum of three (3) public building projects similar in scope to this project within the last five (5) years.
- ☐ The Response must include a list of at least three (3) references for projects that are similar in scope and complexity to this project.

5.2 Comparative Criteria

Firms must adequately address the following in their Responses and will be reviewed by the committee and given scores of *Highly Advantageous*, *Advantageous*, *Not Advantageous* or *Unacceptable*. The Committee may invite some or all of the proposers to submit additional material to support or clarify their Responses, but this is not required; therefore, Responses shall be as clear and unambiguous as possible. The Committee may request that finalists attend an interview to further explain or clarify any part(s) of their Response. Interviews will be conducted as part of posted public meeting. The Committee shall rank top finalists from all the Responses received. Top ranked finalists will be recommended to the Williamsburg Board of Selectmen of award.

5.2.1 Prior Experience. The Committee will rate Firms based upon the number and complexity of successfully performed full range project management services on similar projects, utilizing the Key Personnel and sub-consultants (if any) identified in the proposal.

Highly Advantageous – Firm and its Project Managers have shown excellent capacity and ability to complete all aspects of the project, have experience with more than three similar projects and more than one similar size Public Safety Building project in Massachusetts, has experience soliciting and managing design and construction consultants, demonstrates experience keeping contractors within time and financial constraints, and has proven their financial stability.

Advantageous – Firm and Project Managers have sufficiently shown their capacity and ability to complete all aspects of the project, has experience with at least three similar projects and one similar size Public Safety Building project in Massachusetts, has experience soliciting and managing design and construction consultants, demonstrated experience keeping contractors within time and financial constraints, and has proven their financial stability.

Not Advantageous – Firm and Project Managers have either not sufficiently shown their capacity and ability to complete all aspects of the project, has experience with at least three similar projects but has no similar size Public Safety Building experience but has experience with one or more public projects in Massachusetts, or has not shown their experience soliciting and managing design and construction consultants and keeping contractors within time and financial constraints, or has not sufficiently shown their financial stability.

Unacceptable – Firm and Project Manager do not have experience with at least three similar projects or has not addressed more than one of the categories in the requirements of this section.

5.2.2. Qualifications of Team/Key Staff. The Committee will rate firms on identified Key Personnel who have demonstrated appropriate experience in successfully

completing engagements similar to the scope of this engagement.

Highly Advantageous – Key staff who may be assigned to this project is extremely qualified to complete this engagement by demonstration of more than 10 similar projects and Proposal has linked key staff to their projects which includes more than one similar Public Safety Building project and presented complete resumes.

Advantageous – Key staff who may be assigned to this project is qualified to complete this engagement by demonstration of more than five similar projects and Proposal has linked staff to their projects which includes at least one Public Safety Building project and presented complete resumes.

Not Advantageous – Key staff who is assigned to this project is qualified to complete the engagement by demonstrating more than one similar project but has not identified a link from key staff to a Public Safety Building project.

Unacceptable – Key staff who is assigned to this project does not have any similar project experience or does not meet minimum qualifications of an OPM.

5.2.3. Work Plan/Technical Approach. The Committee will rate Firms based upon whether their work plan and technical approach clearly sets forth an effective organization for management of the Firm's services, the responsible key personnel assignments for all major tasks, and estimated levels of effort for the performance of tasks that are reasonable and consistent with other aspects of the proposer's work plan and with the scope of services specified in this document, and that reflects a practical, in-depth understanding of the Town's objectives and the requirements of the Project.

Highly Advantageous – Firm's proposal clearly demonstrates a work plan/technical approach to meet all of the above criteria and clearly proposes a sound project plan with clear and adequate descriptions and identifiable end products.

Advantageous – Firm's proposal demonstrates a work plan/technical approach to meet all of the above criteria and proposes an acceptable project plan with adequate descriptions and identifiable end products.

Not Advantageous – Firm's proposal does not address a complete work plan/technical plan or does not propose an adequate end product for the Town.

Unacceptable – Proposal does not address a work plan/technical approach to the project.

5.2.4. Quality and Responsiveness

Review of this section will be based on the quality of the proposal including if the proposal is well written and concise, addresses all points of the RFQ, and is organized and responsive in meeting the requirements of the RFQ.

Highly Advantageous – Proposal is extremely well written, concise, addresses all points, is very organized, and meets and exceeds all requirements of the RFQ.

Advantageous – Proposal is well written, addresses all points, is organized, and meets all requirements of the RFQ.

Not Advantageous – Proposal is not well written, does not sufficiently address all points in the RFQ, but meets minimum requirements.

Unacceptable – Proposal does not meet minimum requirements.

5.2.5. Interviews. The Committee reserves the right to conduct or waive interviews based upon the qualifications of each Firm as established through their Response. Firms may be asked to detail their qualifications and their ideas and approach to the project further at an interview via a presentation. The Committee may pose questions as part

of the interview process. The parties who make the presentation must be the same as those named to be assigned to the project in the proposal. Through this interview process, the Committee may request additional information which may be applicable to experience, approach, or other items in the Response. OPM must have excellent presentation and communication skills which will be evaluated in Interviews.

Highly Advantageous - Firm demonstrates excellent presentation and communication skills by the actual project key staff who will manage the project and demonstrates a clear understanding of project needs.

Advantageous – Firm demonstrates satisfactory presentation and communication skills by the actual project staff who will manage the project and demonstrates an understanding of project needs.

Not Advantageous – Firm demonstrates poor presentation or communication skills, does not present actual project staff who will manage the project or does not demonstrate an understanding of the project needs.

Unacceptable – Firm demonstrates a lack of qualifications and adequate communication and presentation skills.

5.2.6. References. The Committee may contact some or all references provided by the Firm and may contact other representatives of clients of the proposer, or other clients, whether or not the Firm has identified them as references. The Committee will rate those Firms based on the number of references for similar projects and whether they have uniformly positive recommendations regarding (i) compliance with the terms of the proposer's contractual obligations; (ii) demonstrated ability to provide effective project management services and sound advice on construction and constructability, achieve savings through value engineering, and assisting the owner in maintaining schedules, controlling costs, assuring quality, minimizing disruptions, and managing information; and (iii) proven and successful experience and ability to interface with project administrators and team, outside consultants, construction contractors, regulatory agencies, and residents. The Committee will rate those Firms based on each of the key personnel and each sub-consultant(s) and whether they have uniformly positive recommendations regarding their demonstrated ability to perform Owner's Project Manager services within their area(s) of responsibility in an effective, high quality and professional manner.

5.4 Rejection of Responses

The Town may disqualify any Response it determines to be unresponsive, including, but not limited to:

- Responses determined to be non-responsive to any material requirement of this RFQ.
- Responses that fail to meet the Minimum Requirements listed in this RFQ.
- Responses that are received after the submission deadline.
- Responses in which proposers misrepresent services or provide demonstrably false information.
- Responses from a firm currently debarred by any agency of the State or Federal government or that identify a sub-consultant currently subject to State or Federal debarment order or determination.

5.5 Award Recommendation and Rule

The Committee shall determine the most advantageous Response from a responsible and responsive Firm taking into consideration the elements in the Comparative Criteria and Interview, if necessary. Contract award will be based on satisfactory negotiations of scope and fee. If the Town cannot negotiate an agreeable Contract with the top ranked firm, the second ranked firm will enter negotiations, and so on.

GENERAL INFORMATION FORM

SUBMIT THIS FORM AS THE FIRST PAGE OF YOUR RESPONSE
AFTER THE COVER LETTER

Name of Organization: _____

Telephone Number: _____

Years in Business: _____

Organization is (check one):

☐ Corporation ☐ Partnership ☐ Association
☐ Joint Venture ☐ Sole Proprietorship ☐ Public Agency
☐ Quasi-Public Agency ☐ Other: (Explain) _____

Organization's Address: _____

Email Address of Contact Person: _____

Name, Title and Telephone Number of the Organization's Authorized Representative:


Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the Town of Williamsburg with the services described in the Request for Qualifications dated APRIL ____, 2018 and subsequently amended by any Addenda.

The Proposer agrees to comply with all Local, Federal, and State requirements.

The Proposer hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

The Proposer attests that the firm is financially stable and has included a letter from an auditing firm or other acceptable entity attesting to same.

Authorized Signature:  _____

Date: _____

ATTACHMENT A: REQUIRED CERTIFICATIONS

CERTIFICATION OF ELIGIBILITY


_____ hereby certifies that it (Name of Consultant) is not included on the Commonwealth of Mass or U.S. Comptroller General's Debarred Bidders List. The Proposer certifies to the best of its knowledge and belief that it and its principals

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any State or Federal department or agency.
- B. Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.
- D. Have not, within a three-year period preceding the date of this Proposal, had one or more public transaction (Federal, State or local) terminated for cause or default. Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

(Check One)

_____ I DO CERTIFY _____ I DO NOT CERTIFY

DATE: _____ Printed Name _____

SIGNATURE:  _____

TITLE: _____

Statement on MGL/Building Code

(To Be Signed by Principal Officer of Proposer)

I certify that all information is submitted under penalties of perjury and that I am familiar with the State Building Code and also Massachusetts General Laws, Chapter 149, Sections 44A-44H, Section 44M, Chapter 149A, Chapter 193 of the Acts of 2004 and Chapter 30, Section 39M.

Signed  _____

Printed Name _____

Title _____

Company Name _____

Taxpayer Identification Number (TIN) and Certification W-9

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation

☐ Limited liability company

Circle tax classification: **D** (disregarded entity) **C** (corporation) or **P** (partnership)

☐ Partnership

☐ Other

Address (number, street, and apt. or suite no.)

City, State, and ZIP Code

Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line below. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the IRS instructions on filling out Form W-9. For other entities, it is your employer identification number (EIN).

SSN: DO NOT ENTER ON PUBLIC DOCUMENT.

EIN: _____

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person  _____

Date: _____

Tax Compliance and Non-Collusion Statements

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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.

Authorized Official's Signature

Title of Person Signing



Typed or Printed Name of Person Signing

Company or Corporation

Telephone Number

Address

Fax Number

Address

Date _____

Email address

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid 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.

Authorized Official's Signature

Title of Person Signing



Typed or Printed Name of Person Signing

Company or Corporation

EXHIBIT 1

A SAMPLE CONTRACT SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE FOLLOWING WILL BE SIGNED BETWEEN THE SELECTED OPM AND THE TOWN OF WILLIAMSBURG.

ANY SUBSTANTIAL CHANGE TO THE TERMS AND CONDITIONS MUST BE REQUESTED AS A WRITTEN QUESTION BEFORE THE DEADLINE FOR QUESTIONS IN THIS RFQ PROCESS. OTHERWISE, IT IS ASSUMED THAT THE FIRM WILL SIGN A CONTRACT WITH THE TOWN AFTER NEGOTIATION OF SCOPE AND FEE, USING THIS CONTRACT FORM.

INITIAL EACH PAGE OF THE CONTRACT AND RETURN THIS EXHIBIT IN THE SUBMISSION PACKET.

AGREEMENT BETWEEN
THE TOWN of **WILLIAMSBURG** AND _____
FOR
OWNER'S PROJECT MANAGER SERVICES

PUBLIC SAFETY FACILITY ADDITION AND RENOVATION

The following provisions shall constitute an Agreement between the Town of **WILLIAMSBURG**, Acting by and through its Board of Selectmen, hereinafter referred to as "Awarding Authority", with an address of 141 MAIN ST., HAYDENVILLE, MA 01039 and _____, with a usual place of business located at _____, hereinafter referred to as "Project Manager", effective as of _____, **2018**. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I: SCOPE OF WORK:

1.1. General:

1.1.1. The Project Manager will perform all project management services in connection with the management of design and construction of the Project as set forth in Attachment A. 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 **Initial Study Phase I** 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 _____, 2018(to be

negotiated), and such additional or post-completion service was not made necessary by an act or omission of the Project Manager. It is understood that final design and construction of the Project is at the sole option of the Awarding Authority and that it has no obligation to proceed to the Final Design and Construction phases.

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.

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. The Awarding Authority will designate a representative for this Project.

2.2. The *Awarding Authority / OPM (to be negotiated)* will retain an architectural design firm (the "Designer") to design and to prepare contract documents for the Project.

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 the Initial Study - Phase I, 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 work of the Project is delayed 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, then the Project Manager may request a change to the Time of Performance or the Compensation.

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 as incurred, through the Initial Study - Phase I. If the project proceeds beyond the Initial Study, payment for services beyond that phase shall be established by agreement of the parties.

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 Initial Study - Phase I, unless such services were made necessary by an act or omission of the Project

Manager, the Awarding Authority shall compensate the Project Manager as agreed to by the parties. Such compensation shall include all salary, benefits, overhead and profit and all expected reimbursable expenses. 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 provided to the Awarding Authority or the Awarding Authority's authorized representatives upon request.

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 4.1.

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.

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, including:
 - Attachment A – Request for Qualifications
 - Attachment B – CONSULTANT Fee Schedule
 - Attachment C – CONSULTANT TECHNICAL Proposal – excerpts

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 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.

6.3. 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 properly 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, liabilities, losses and expenses (including, but not limited to, reasonable attorney fees) arising out of or resulting from any work performed in pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Project Manager or subcontractor of the Project Manager or any person directly or indirectly employed by them, or by a defect of a design supplied by the Project Manager or subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Awarding Authority that may exist under statute or in law or equity.

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 from 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 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.

7.4 The Project Manager shall defend, indemnify, and hold harmless the Awarding Authority from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Project Manager for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

ARTICLE 8: AVAILABILITY OF FUNDS:

8.1. The compensation provided by the 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 owner's Project Managers, and (iii) demonstrating an understanding of the established schedule, budget and other Awarding Authority objectives for the Project and each component thereof.

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 coverage.

Commercial General Liability: Minimum \$1,000,000 each occurrence; \$2,000,000 aggregate

Automobile Liability: Minimum \$1,000,000 combined single limit for bodily injury and property damage.

Excess Umbrella Liability: Minimum of \$3,000,000.

Professional Liability: Minimum of \$1,000,000.

Workers' Compensation Insurance: The Project Manager shall, at its own expense, obtain and maintain Workers' Compensation Insurance as required by law.

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 an additional insured party on the Project Manager's Insurance policies for the Project.

12.5. The foregoing policies shall contain a provision that coverage afforded under the policies with 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 coverage 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 DELIVERIES:

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.

13.2. The Project Manager shall return to the Awarding Authority all documents provided to it by the Awarding Authority and all undelivered documents prepared by it in connection with this Agreement within fifteen (15) days of completion of the Project or termination of 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, email 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 a court having appropriate jurisdiction within the County of Hampshire, Commonwealth of Massachusetts, unless the parties agree in a separate writing to some other form of dispute resolution.

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.

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 shall be experienced in projects similar in size, scope and complexity to 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. See attached fee and hour matrix – **Exhibit** _____ – made part of this agreement.

16.5. The Project Manager will, at all times, remain an independent contractor and is not an agent of, employee of, or a joint venture 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 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 amendments to the Agreement may be adjusted within one year of completion of the Project 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(d).

The Project Manager shall not discriminate against any person on the basis of race, color, national origin, sex, age, disability, gender or any other protected class under the law.

ARTICLE 18: MISCELLANEOUS:

- 18.1. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.
- 18.2. If any portion of the Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall, to the extent possible, 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.

18.6. No employee or official of the Awarding Authority shall assume any personal liability pursuant to this Agreement.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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.

Federal Tax Identification Number

Signature of Individual or
Corporate Name

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

PROJECT MANAGER

AWARDING AUTHORITY
TOWN OF WILLIAMSBURG

By: _____
Signature

By its Board of Selectmen

Print Name

Initial Acknowledgment of Terms and Conditions _____

Print Title

Approved as to Funds Availability

WILLIAMSBURG Town Accountant

Dated: _____

Dated: _____