

**Town of Dedham, Massachusetts**

**Building, Planning, and Construction Committee**

**As agent of**

**Board of Selectmen**



**Request for Qualifications**

**Date of Issue: May 20, 2020**

**Title: Owner's Project Manager  
For a Public Safety Building**

Town of Dedham, Request for Qualifications: Owner’s Project  
Manager for a Public Safety Building

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# Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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## **REQUEST FOR QUALIFICATIONS, OWNER'S PROJECT MANAGER FOR A PUBLIC SAFETY BUILDING.**

### **1. Introduction**

The Town of Dedham ("Town"), acting by and through its Board of Selectmen ("Owner"), is seeking the services of a qualified "Owner's Project Manager" (OPM) as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this Request for Qualifications (RFQ), for the Public Safety Building in Dedham that will serve as the combined Police and Fire Station Headquarters ("Project"). With this RFQ, the Owner is seeking OPM services for the trade contractor prequalification/bidding, construction administration, and close-out phases of the Project.

The Owner is the Awarding Authority and Approving Body for the Project. The Approving Body designated the Building, Planning, and Construction Committee ("Committee") to act as its agent in conducting the Designer selection process. BPC is a duly appointed board by the Board of Selectmen, responsible per the Town Charter for the supervision of all work relating to construction and renovation of Town buildings, including site planning, preliminary architects' drawings, final plans, and construction. Per Town By-laws, the Town Manager (Leon Goodwin), shall be a non-voting, ex-officio member of the Committee. The Owner intends to hire an independent Commissioning agent for the Project.

### Preliminary Project Schedule

The following is a preliminary schedule for the Project with targeted milestone dates for tasks to be completed:

- Trade Contractor Bidding: 2 Months
- Construction: 30 Months
- Closeout: 2 Months

### **2. Project Background, Objectives, and Scope**

#### Background

The Town of Dedham's Annual Town Meeting of May 19, 2014 authorized the borrowing of \$28.25 million for the acquisition and renovation of the Ames Schoolhouse property located at 450 Washington Street to create a combined

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Town Hall and Senior Center, and to subsequently renovate the existing Town Hall building for use as a Police Station.

The renovation of the Ames Schoolhouse to serve as the Combined Town Hall and Senior Center is currently underway and is anticipated to be complete for occupancy in June 2020. The Public Safety Building Project, together with the Ames Building, has received final approval by the Planning board.

The subject property is located in a dense urban area in the Central Business District of the Town of Dedham. Currently the existing Town Hall and Fire Station Headquarters are located on the property. Currently the Police station is located in a separate building at 600 High Street.

## Objectives

The primary objective of the Project will include construction of a new Public Safety Building, demolition of the existing Fire Headquarters, and creation of a parking lot that shall meet the all the parking requirements for the entire municipal campus (Public Safety Building, Town Hall, and Senior center.). To assist in accomplishing this objective, the OPM will oversee, through all phases of the project, the functions of Project Management, Cost Management, Time Management, Contract Administration, and Quality and Safety Management as described in the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) Owners Project Manager Guidelines, available at [www.mass.gov/dcamm](http://www.mass.gov/dcamm). OPM services sought under this RFQ are limited to design through close-out phases of the Project as specified above.

## Scope

Specific OPM services sought include concluding of the trade contract prequalification and bidding, construction administration and closeout. Estimated total construction costs for the project are \$35 million.

The Project is divided into the Phases listed below. The durations of the Project Phases shown below are estimates only. Actual durations may vary depending upon the Project design agreed upon by the Owner and additional Project factors. A summary of the Phases, deliverables, and estimated duration of the Project are below:

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<u>Phase</u>	<u>Tasks</u>	<u>Deliverable</u>	<u>Approx. Duration</u>
1. Bid	Bid process administration*	Assist designer with solicitation and award on Construction Documents.	2 months
2. Construction	Contract administration*	Selected contractor completes Project construction.	13 months
3. Close-out	Contract administration	Punch list and commissioning	2 months

\*Concurrent tasks

A more detailed description is provided in Attachment B, Tasks, Duties, and Responsibilities.

### **3. Minimum Requirements and Evaluation Criteria**

#### Minimum Requirements

Each Respondent must designate an individual who will serve as the Project Director. The Project Director shall be certified in the Massachusetts Certified Public Procurement Officer program administered by the Inspector General of the Commonwealth of Massachusetts. In accordance with the requirements of Massachusetts General Laws Chapter 149, Section 44A½, the Project Director must also meet the following requirements:

- The Project Director shall have participated and directed a minimum of three projects utilizing the construction manager at risk delivery method provided for in Massachusetts General Law Chapter 149A, and
- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least five years of experience in the construction and supervision of construction and design of public buildings.  
OR;
- If not registered as an architect or professional engineer, the Project Director must be a person who has at least seven years of experience in the construction and supervision of construction and design of public buildings.

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The Committee will consider these as a minimum threshold for experience of Project Director for this project. A greater number of years of experience and MA Professional Registration (PE/AIA) will be considered highly advantageous.

## Evaluation Criteria

In accordance with the adopted Designer Selection Procedures, the Committee's evaluation of Responses shall include consideration of the following general criteria:

- a. Prior municipal building and Town of Dedham experience;
- b. Past performance on public and private projects;
- c. Financial stability; and
- d. Identity and qualifications of the consultants who will work with the applicants on the project.

Respondents must demonstrate that they have significant experience, knowledge, and abilities with respect to public construction projects, particularly involving the construction of municipal buildings in Massachusetts. The Committee shall rank Responses based on the following specific criteria:

1. Prior similar experience and past performance on construction projects for municipal buildings in the Commonwealth of similar scale and complexity, as determined through reference checks on projects listed in the Designer Application Form (Attachment C). Factors to be evaluated may include but are not limited to the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions;
2. Satisfactory working relationship with designers, contractors, owners, and local officials, as determined through reference checks on projects listed in the Designer Application Form;

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3. Past performance and experience as OPM in Massachusetts with MGL Chapter 7 and 7C Designer Selection and MGL Chapter 149 and/or 149A construction projects of similar size and complexity;
4. Past experience on projects with LEED guidelines for municipal buildings. Demonstrated experience working on high performance green buildings, green building rating system used (e.g., NE-CHPS or LEED-S); life cycle cost analysis and recommendations to Owners about building materials, finishes, etc.; ability to assist in grant applications for funding and track Owner documentation for NE-CHPS or LEED-S prerequisites.
5. Identity and qualifications of personnel: Distinguishing employees of the firm and contractors, identify all members of the proposed Project team, by name and qualifications including LEED, who will fill the role of Project Director, and those who will be responsible for the following categories of work: project management; field supervision; cost estimating; cost control; schedule control; value engineering; design review; quality control; and safety. For each category of work listed, address whether it is to be performed by employees of the firm or contractors; failure to address each category may result in the elimination of the Response from consideration. Describe the time commitment and experience, and provide references for each of these personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value, and complexity to the project being considered. Provide an organizational chart that shows the number and interrelationship of key personnel to be provided by the Respondent for this project.
6. Management approach: The Respondent's described approach to providing the level and nature of services required for a Public Safety Building of 38,000+/- square feet; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.
7. Capacity of the firm: Capacity to meet the time commitments required by

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the project, current and projected workload of the team and lead OPM for projects estimated to cost in excess of \$1.5 million, and capacity of support services from the firm;

8. Knowledge and experience: Knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project; Knowledge and demonstrated experience with life cycle cost analysis, cost estimating, and value engineering with actual examples of recommendations and associated benefits to Owners; Knowledge of the purpose and practices of the services of Building Commissioning Consultants; Knowledge of Commonwealth construction procurement laws, regulations, policies and procedures.
9. Financial stability of the firm: Evidenced by a current balance sheet and income statements that adequately demonstrate the Respondent's financial stability and capacity to support the proposed contract.

Each criterion will be evaluated based on the Response submitted, and shall be assigned a score ranging from zero (0) to ten (10) points as follows:

- 0 = Not Advantageous
- 5 = Advantageous
- 10 = Highly Advantageous

In order to establish a short list of Respondents to be interviewed, the Committee will base its initial ranking of Respondents on the above Evaluation Criteria. The Committee will establish its final ranking of the short-listed Respondents after conducting interviews and reference checks. This process is described in more detail in Selection Process and Schedule.

The Owner reserves the right to consider any other relevant criteria and undertake additional investigation of the Respondents as it may deem appropriate, within its sole discretion. The Owner may or may not, within its sole discretion, seek additional information from Respondents.

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## 4. Requirements for Content of Response

### General Requirements

Respondents shall submit (1) One Electronic version in PDF format of the response to this RFQ clearly labelled "OPM for Dedham Public Safety Building" with "Name of Respondent Individual or Firm" in the subject line of the email no later than 11:00am on June 10, 2020 to Mike Cox, Project Manager, Dore & Whittier. Email: [mcox@doreandwhittier.com](mailto:mcox@doreandwhittier.com). Responses shall be in ink or typewritten and presented with numbered pages in an organized and clear manner. The total length of the response, including the Designer Application Form but excluding Required Certifications and Acknowledgment of Receipt forms, may not exceed thirty (30) single-sided pages with a minimum acceptable font size of 12 for all text.

Responses must include the following information:

1. Cover Letter, a maximum of two pages in length, including the following:
  - a. Acknowledgement that the Respondent has read both the RFQ and the Contract, noting any exceptions to either. The Owner may consider but shall not be bound by any exceptions, at the Owner's sole discretion. Failure to specify exceptions will be deemed an acceptance of the Contract's terms and conditions;
  - b. A description of the Respondent's organization and its history;
  - c. A specific statement regarding compliance with the Minimum Requirements of this RFQ to include identification of registration, number of years of experience and where obtained (as supported by the resume section of the Designer Application Form), as well as the date of the MCCPO certification. (A copy of the MCCPO certification should be attached);
  - d. The signature of an individual authorized to negotiate and execute the Contract, in the form that is attached to the RFQ, on behalf of the Respondent; and
  - e. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.

2. Required forms

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- a. Designer Application Form (Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction): Applications are limited to the standard application plus a maximum of three supplementary pages, double sided, not including the other required documents. Supplementary information in excess of three pages may be the basis for rejection;
  - b. Preliminary Project Work Plan: Identifying Project Management tasks and responsible sub-consultants and incorporating the specified schedule into a project calendar;
  - c. SOWMBA-MBE or WBE certificates as applicable to project team members; and
  - d. Proof of professional liability insurance, described in the Contract.
3. Required Certifications (Attachments C-1 through C-4): In order to be eligible for selection, each Respondent must provide the Required Certifications listed below in the Response. Any Response that fails to include the Required Certifications will be rejected without further consideration.
- a. C-1: Certificate of Non-Collusion
  - b. C-2: Certifications
  - c. C-3: Certificate of Authority
  - d. C-4: Certificate of Compliance with Massachusetts Tax Laws; and
4. Acknowledgement of any addendum issued to the RFQ.

Respondents may supplement the Response with graphic materials and photographs that best demonstrate its project management capabilities of the team proposed for this project. This additional information shall be limited to a maximum of three 8½"x 11" pages, double-sided.

## Project Work Plan

As a requirement of this RFQ, each respondent must include a Project Work Plan and a preliminary schedule. The estimated total duration of the OPM Services is estimated to be about thirty-four (34) months. It is anticipated that a contract for services will be awarded on or before July 10th, 2020. The completion of the Bidding Phase is anticipated to be no later than September

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30, 2020, Substantial Completion by December 31, 2022, and final project completion by February 28, 2023.

The Project Work Plan and schedule submitted with the OPM proposal will be considered an estimate. After award of a contract the Owner, the OPM and the selected Designer will review the work plan originally submitted and accept as submitted or modify to meet the project requirements. The OPM's adherence to the accepted Project Work Plan times will be part of the Owner's performance evaluation of the OPM's work, which will be conducted at the end of the Project.

## **5. Selection Process and Schedule**

A selection sub-committee appointed by the Committee will review the OPM submissions and rank the top three to five firms. If the sub-committee desires, it will schedule and conduct interviews with each of the top ranked firms, and then again rank the selected firms. The sub-committee will then submit a list of finalists to the Committee, including the order of ranking and an explanation of the sub-committee's reasons for its rankings. The finalists will be given equal opportunity to submit additional information to, and/or participate in, an interview with the Committee. The Committee will select the Owner's Project Management firm from that list in accordance with the Owner's adopted Designer Selection Procedures (Attachment D), using Evaluation Forms (Attachment E) to rank each firm based on the Response and, if applicable, interview.

The Awarding Authority will negotiate a fee with the top-ranked firm for all services during the life of the Project. If the Awarding Authority is unable to negotiate a contract with the first ranked selection, the Committee will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the owner.

The Owner reserves the right to re-advertise if less than three responses are received or if fee negotiations fail.

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

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- Wednesday May 20, 2020: Advertise RFQ in the Central Register of the Commonwealth of Massachusetts and a newspaper of general circulation in the area in which the project is located or to be located.
- A complete copy of the RFQ is available by emailing Mike Cox, [mcox@doreandwhittier.com](mailto:mcox@doreandwhittier.com) on or after May 20, 2020.
- Please note that notification of all addenda will be emailed out to all respondents who have requested this RFQ.

Questions related to the RFQ should be addressed by email to [mcox@doreandwhittier.com](mailto:mcox@doreandwhittier.com) (Mike Cox, Project Manager, Dore & Whittier).

- Wednesday June 3, 2020, 11:00 am: Deadline for questions from Respondents.

Any Questions related to the RFQ should be addressed by email to Mike Cox, Project Manager, Dore & Whittier [mcox@doreandwhittier.com](mailto:mcox@doreandwhittier.com) with the message titled "OPM RFQ Question, Public Safety Building". No questions will be accepted by fax or methods other than email. No oral inquiries shall be accepted, and no oral responses may be relied upon. All responses will be electronically emailed to all respondents before 11 am on Monday June 8, 2020.

- Wednesday June 10, 2020, 11:00 am: Deadline to submit Responses. Electronic PDF versions to be emailed must be clearly labeled in the subject line.

**"OPM for a Public Safety Building" and "Name of Respondent Individual or Firm"**

and delivered no later than **11:00 am June 10, 2020** to:

**Mike Cox, Project Manager**  
**Email: [mcox@doreandwhittier.com](mailto:mcox@doreandwhittier.com)**

RESPONSES SUBMITTED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.

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The Owner assumes any no responsibility or liability for late delivery or receipt of Responses. Any responses received after the deadline date and time will be judged to be unacceptable and will be returned unopened to the sender. No Responses will be accepted by fax or other methods than described under General Requirements.

- Wednesday June 17, 2020: Respondents short-listed.
- Wednesday June 24, 2020: Interview short-listed Respondents.
- Wednesday July 1, 2020: Negotiate with first ranked Respondent.
- Monday July 6, 2020: Execute contract; Project to proceed upon award.

## **6. Agreement Between Owner and Project Manager**

Services provided by the successful Respondent shall be rendered through the Agreement between Owner and Project Manager (Attachment F, "Contract"). This RFQ, any addenda issued by the Owner, and the selected Respondent's Response, will be appended to and become part of the Contract. Any OPM selected as a result of this RFQ will be required to execute the Contract or a contract substantially in that form, provided however that indemnification and insurance provisions shall be maintained as included in Attachment F.

At the time of Contract execution, the selected Respondent will be required to provide to the Owner a certificate of professional liability insurance that meets or exceeds the requirements set forth in the Contract.

## **7. Other Provisions**

### **a. Fee**

The negotiated 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

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estimate will not, in and of itself, constitute a justification for an increased OPM's fee. All fees shall be stated in the OPM contract and in any subsequent amendments thereto as a total dollar amount.

b. Public Record

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

c. Waiver/Cure of Minor Informalities, Errors, and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Owner and its beneficiaries.

d. Communication with the Owner

The Owner's Procurement Officer for this RFQ is:

Leon Goodwin, Town Manager  
26 Bryant Street, Room 209  
Dedham, MA 02026  
781-751-9100

Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Procurement Officer must be limited to that business and must not relate to this RFQ. In addition, such respondents shall not discuss this RFQ with any of the Owner's consultants, legal counsel, or other advisors. FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.

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e. Costs

Respondents shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated in preparation of the Response. The Owner will not be liable for any costs incurred by any Respondent in preparing a Response to this RFQ or for any other costs incurred prior to entering into a Contract with an OPM.

f. Withdrawal/Irrevocability of Responses

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

g. Rejection of Responses, Modification of RFQ

The Owner reserves the right to reject any and all Responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFQ does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a Response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.

h. Contractual Commitment

The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the subcontractors identified in the Response shall take place without the prior written approval of the Owner.

i. Respondent and Other Project Entities Not Employees of the Town

The successful Respondent and any other firms, individuals, or entities authorized to work on the Project through subcontract, partnership, or joint venture will not be considered an employee of the Town and will not receive any benefits of any employee. Respondent's intention to subcontract, partner, or joint venture with other firms, individual or entity must be clearly described in the response.

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j. Validity of Response

Submitted Responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline. The contract will be awarded within 90 days after the Response opening. The time for award may be extended for up to 45 additional days by mutual agreement between the Owner and the highest ranked Responder, on the basis of the selection criteria contained in the RFQ.

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## **8. Attachments**

Attachment A: Tasks, Duties, and Responsibilities

Attachment B: Designer Application Form\*

Attachment C: Required Certifications\*

C-1: Certificate of Non-Collusion

C-2: Certifications

C-3: Certificate of Authority

C-4: Certificate of Compliance with Massachusetts Tax Laws

Attachment D: Designer Selection Procedures

Attachment E: Evaluation Forms

Attachment F: Agreement between Owner and Project Manager

Attachment G: Acknowledgment of Receipt – Addenda\*

\* These attachments must be signed and submitted in the Response.

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## **ATTACHMENT A: TASKS, DUTIES, AND RESPONSIBILITIES**

### START-UP

Within one week of the notice to award the Contract, the OPM firm will meet with Town of Dedham's Town Manager, Designer, Facilities Director, Police and Fire Chiefs. In preparation for the meeting, the OPM will have thoroughly reviewed the existing documents.

### GENERAL RESPONSIBILITIES

#### Duties, Responsibilities, and Limitations of Authority of the OPM for Renovations and Construction

1. General: The intent of this document is to define the role of the position of OPM for the Construction work defined as the Public Safety Building Project.
  - A. Terms: The following references are made throughout the proposal:
    - i. Awarding Authority: Town of Dedham Board of Selectmen
    - ii. BPC: The Town of Dedham's Building, Planning, and Construction Committee;
    - iii. Contractor: The selected firm performing the construction and renovation;
    - iv. Designer: The architectural and/or engineering firm hired for Design of the specific project;
    - v. OPM: The firm or individual hired to represent the Town of Dedham as the Owner's Project Manager for this project;
    - vi. Town Manager: The individual or designee serving the Town of Dedham as the Owner's day to day contact for construction and design issues in coordination with the BPC; and
    - vii. Town Project Team: The Town's representatives from the Town Manager, Finance, Facilities, Engineering, Police and Fire Chiefs who will provide program, design, operational and technical feedback on the project coordinated through the BPC.
    - viii. CM-R: Construction Manager at Risk (if owner elects to follow MGL 149A).
  - B. The OPM shall provide overall project leadership and project coordination. The OPM will not have the authority to bind the Town of

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- Dedham regarding the contract between the Town and its Contractor. The OPM will confer on at least a weekly basis with the Town Manager during all project phases to assist in developing a comprehensive schedule and budget and to expedite communication between all parties;
- C. The OPM, through observations and advice and consultation, will endeavor to protect the Town of Dedham against defects and deficiencies in the work and delays in the completion of the project;
  - D. The OPM shall provide reports regarding project budget, invoices, schedule, design and construction status to the BPC, with presentations as requested to the BPC, public, and other Town agencies relating to this project;
  - E. The OPM shall attend weekly project meetings and maintain project records in coordination with the BPC, Designer, Contractor and the Town's Project Team;
  - F. The OPM shall establish Project Protocols and Document and Communications Control Systems to expedite activities and achieve timely project flow, including but not limited to reviews, approvals, changes, start-up, procurement, commissioning and project close-out; and
  - G. Acting as the Awarding Authorities agent and consultant the OPM must be independent from the Designer, Contractor, and Sub-contractors involved in the project at all times.
2. Duties and Responsibilities, Design Phase
- A. Assist the Town with the project permitting and approval process including the Town of Dedham Planning Board, Building Department, utility providers (Verizon, NSTAR, etc.), and similar agencies; and
  - B. Assist the Town in the procurement of any independent consultants or companies required for the project for code peer review, etc.
3. Duties and Responsibilities, Construction Procurement Phase
- A. Project leadership and Designer oversight and coordination with the Town's Project Team for the construction procurement including the Filed Subcontractor (FSB) bid process. Attend pre-bid meetings. Review bids for quality assurance in coordination with the Designer,

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- Town's Project Team and the BPCC. Assist with resolution of Bid Protests, if any. Prepare bid analysis and make recommendations to the project team and BPCC for approval;
- B. Assist the Town of Dedham with the preparation of the construction contract. Establish Cost Control and Schedule Update Mechanisms that will provide clear monthly reporting to the BPCC to monitor construction progress, progress payments, and project completion updates; and
  - C. Review the development and oversee the administration of the Contractor's Construction Mitigation Plan in coordination with the Town, Designer and Contractor to minimize abutter impacts.
4. Duties and Responsibilities, Construction Phase
- A. Observe the progress and quality of the work at all stages of construction to determine that work is proceeding in accordance with the Contract Documents. Document all inspections and work progress daily. Notify the Town Manager and Designer immediately if, in the OPM's opinion, work does not conform to the Contract Documents, or requires special inspection or testing;
  - B. Monitor the construction schedule and report to the Town Team and BPCC of Construction and Designer conditions that may cause delay in completion;
  - C. Review Contract Documents with the Contractor's Construction Superintendent. Obtain necessary interpretations from the Designer and ensure timely transmittal to the Contractor. Coordinate with the Town, Designer and Contractor to manage and expedite the flow of information;
  - D. Consider the Contractor's suggestions and recommendations, evaluate them and submit them, with recommendations, to the Designer, Town Project Team and the BPCC, for final decision;
  - E. Chair weekly on-site Job Meetings with assistance of the Designer as well as bi-weekly Project Meetings with Town representation;
  - F. Observe tests required by the Contract Documents. Record and report to the Town Manager, Town Project Team, and Designer on test procedures and results;

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- G. Maintain records at the construction site in an orderly manner. Records include, but are not limited to, correspondence, Contract Documents, Change Orders, Construction Change Authorization, Designer's Supplemental Instructions, reports of site conferences, Shop Drawings, Product Data, MSDS sheets, Samples, supplementary drawings, color schedules, requests for payment, and names and addresses of contractors, subcontractors and principals material suppliers. Follow record-keeping and filing system method used in Town Manager's office;
- H. Provide full time site representation. Maintain a daily-diary, or log book recording the time and activities related to the Project, weather conditions, nature and location of work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Make record of any occurrence or Work that might result in a claim for change in Contract Sum or Contract Time. Maintain a list of visitors and workmen, their titles, and time and purpose of their visit;
- I. Notify the Town Manager and Designer if any portion of the work requiring Shop Drawings, Product Data or Samples is commenced before such submittals have been approved by the Designer. Receive and log Samples which are required to be furnished at the site, notify the Town Manager, and Designer when they are ready for examination, and record the Designers approval or other action. Maintain custody of the Samples;
- J. Observe the Contractor's Progress and Record Drawings at intervals appropriate to the stage of construction and notify the Town Manager, and Designer of any apparent failure by the Contractor to maintain up-to-date records;
- K. Review Applications for Payment submitted by the Contractor and the Designer and present them with recommendations for disposition to the PPBC. Coordinate with the Facilities Department for Project payments;
- L. Review the list of items to be completed or corrected in coordination with the Designer who will prepare an accurate "punch list," which is agreed to by the Contractor prior to request for issuance of a Certificate of Substantial Completion. Inspect the Work and if the list

## Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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- is accurate, forward it to the Town Manager, Town Project Team and Designer for final disposition if list is not accurate and advise the Town's Project Team and, Designer and return the list to the Contractor for correction;
- M. Review and report to the Town Manager, and Designer on conditions of the portions of the Project being occupied or utilized by contractors, in order to minimize the possibility of claims for damage;
  - N. Assist the Town of Dedham Project Team and Designer in final inspection of the Work and assist the designer to update a final punch list. Receive from the Contractor and prepare for transmittal to the Owner the documentation the Contractor is required to furnish at the completion of the Work;
  - O. Monitor the current log of RFIs, Change Orders, and Submittals as prepared by the General Contractor. Monitor the status of each and comment to the BPCC as appropriate to ensure the work is proceeding in a timely manner;
  - P. Have available at all times for inspection by the town any correspondence, field notes, drawings, photos, and electronic files that pertain to the project. All information obtained by the OPM will become the property of the Town of Dedham;
  - Q. Coordinate with the Designer who will maintain a Web based log of shop drawing submittals as prepared by the General Contractor. Monitor the status of each and comment to the Designer and BPCC as appropriate to ensure the work is progressing in a timely manner;
  - R. Coordinate the activities of the Commissioning Agent(s), with the Town and Designer to confirm that all the building systems are functioning according to the design specifications. Help expedite and review the close out documentation from the contractor including the warranties, operating manuals, operator training instructions and related documents; and
5. Duties and Responsibilities, Post-Construction Phase
- A. Assist with the closure of Project Accounts, and reimbursements if any. Monitor Project close-out Audits. Prepare final project accounting and present to the BPCC. Assist with Claims, related matters, or Litigation if any;

## Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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- B. Obtain all warranties and guaranties provided by the general contractor and sub-contractors and maintain such warranties and guaranties in a manual to be provided to the Owner; and
- C. Develop and monitor warrantee period assessments and work until the facility is handed over to the Facilities Department.

### 6. Limitation of Authority

The Owner's Project Manager will not:

- A. Authorize deviations from the current Contract Documents without a vote of approval from the BPCC;
- B. Approve substitute materials or equipment except as authorized in writing by the Town Manager and/or BPCC;
- C. Personally conduct or participate in tests or third-party inspections except as authorized in writing by the Town Manager or Designer;
- D. Assume any of the responsibilities of the General Contractor's Superintendent or Subcontractors;
- E. Expedite the work for the Contractor;
- F. Advise the contractor on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedure, or safety precautions and programs in connection with the work;
- G. Authorize or suggest that Town of Dedham Departments occupy the Project in whole or in part until approved by the Town Building Department by a Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy;
- H. Issue a certificate for Payment or Certificate of Substantial Completion. These certificates shall be issued by the designer;
- I. Certify to the preparation of Record Drawings;
- J. Reject Work or require special inspection or testing except as authorized in writing by the Town Manager and/or BPCC;
- K. Order the Contractor to stop the Work on any portion thereof, except in case of emergency and then in consultation with the Town Manager and/or BPCC;
- L. Authorize any extension of the completion dates;
- M. Authorize changes prior to approval of Change Orders by the BPCC; and

## Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

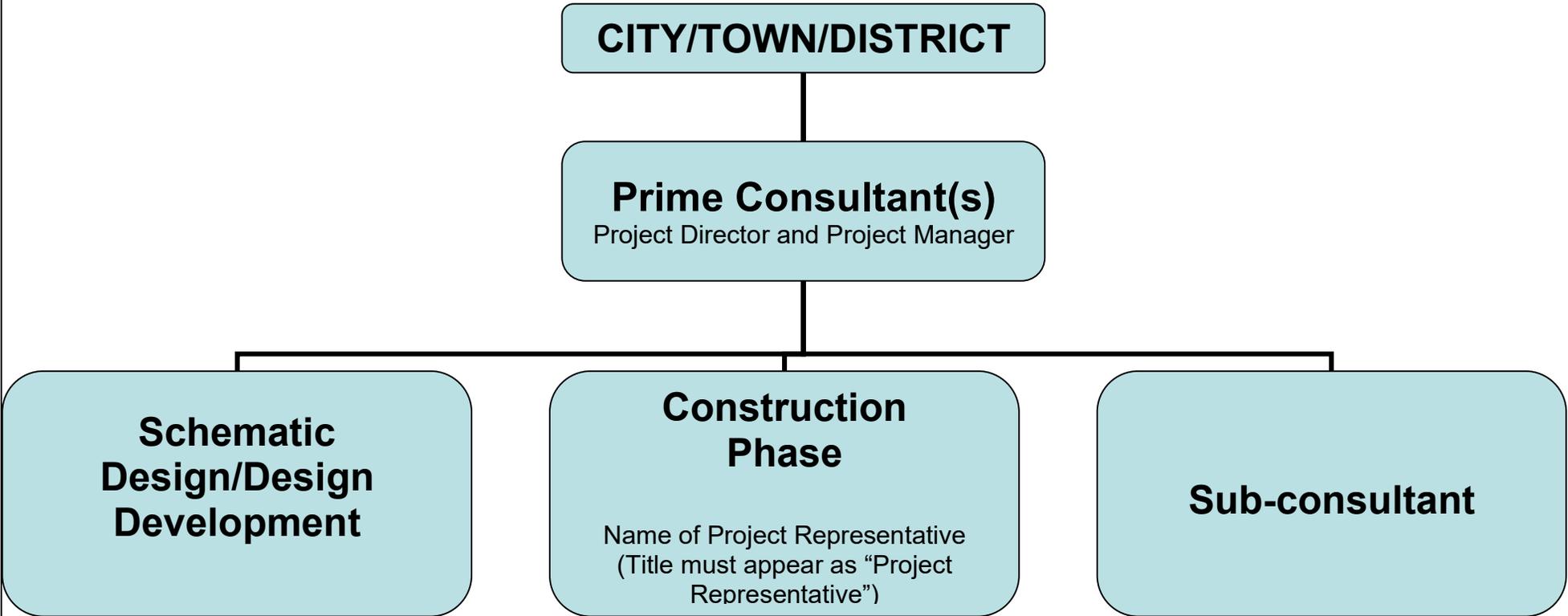
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N. Authorize any work be performed in areas where hazardous materials are uncovered or suspected, unless and until the OPM has received written authorization from the Town Manager and/or BPC

# ATTACHMENT B: STANDARD DESIGNER APPLICATION FORM

<b>Owner's Project Manager Application Form – March 2017</b>			
1. Project Name/Location for Which Firm is Filing:			
1a. MSBA Project Number:			
2a. Respondent, Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	2b. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:		
2c. Date Present And Predecessor Firms Were Established:	2d. Name And Address Of Parent Company, If Any:		
2e. Federal ID #:	2f. Name of Proposed Project Director:		
3. Personnel From Prime Firm Included In Question #2 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):			
Admin. Personnel	_____	Cost Estimators	_____
Architects	_____	Electrical Engrs.	_____
Acoustical Engrs.	_____	Environmental Engrs.	_____
Civil Engrs.	_____	Licensed Site Profs.	_____
Code Specialists	_____	Mechanical Engrs.	_____
Construction Inspectors	_____	Other	_____
		Total	_____
4. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No			

5. List **ONLY** Those Prime and Sub-Consultant Personnel identified as Key personnel in the Response to Request for Services. This Information Should Be Presented Below In The Form Of An Organizational Chart modified to fit the firm’s proposed management approach. Include Name of Firm And Name Of The Person:



# Town of Dedham, Request for Qualifications: Owner’s Project Manager for a Public Safety Building

<p>6. Brief Resume for Key Personnel <b>ONLY</b> as indicated in the Request for Services. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 5. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel And They Must Be In The Format Provided. By Including A Firm As A Subconsultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.</p>	
<p>a. Name And Title Within Firm:</p>	<p>a. Name And Title Within Firm:</p>
<p>b. Project Assignment:</p>	<p>b. Project Assignment:</p>
<p>c. Name And Address Of Office In Which Individual Identified In 6a Resides:</p>	<p>c. Name And Address Of Office In Which Individual Identified In 6a Resides:</p>
<p>d. Years Experience: With This Firm: _____ With Other Firms: _____</p>	<p>d. Years Experience: With This Firm: _____ With Other Firms: _____</p>
<p>e. Education: Degree(s) /Year/Specialization</p>	<p>e. Education: Degree(s) /Year/Specialization</p>
<p>f. Date of MCPPO Certification:</p>	<p>f. Date of MCPPO Certification:</p>
<p>g. Applicable Registrations and Certifications :</p>	<p>g. Applicable Registrations and Certifications:</p>
<p>h. Current Work Assignments And Availability For This Project (<i>availability should be identified as a percentage: eg: "As of 5/30, 50% available"</i>):</p>	<p>h. Current Work Assignments And Availability For This Project (<i>availability should be identified as a percentage: eg: "As of 5/30, 50% available"</i>):</p>
<p>i. Other Experience And Qualifications Relevant To The Proposed Project: (Identify OPM Firm By Which Employed, If Not Current Firm. Please distinguish between OPM work and any design work performed by the firm.):</p>	<p>i. Other Experience And Qualifications Relevant To The Proposed Project: (Identify OPM Firm By Which Employed, If Not Current Firm. Please distinguish between OPM work and any design work performed by the firm.):</p>

# Town of Dedham, Request for Qualifications: Owner’s Project Manager for a Public Safety Building

7a	Past Performance: List all Completed Projects, in excess of \$1.5 million, for which the Prime Applicant has performed, or has entered into a contract to perform Owner’s Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.									
a.	Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Project Dollar Value	d. Completion Date (Actual Or Estimate)	e. On Time (Yes Or No)	f. Original Construction Contract Value	g. Change Orders	h. Number of Accidents and Safety Violations	i. Dollar Value of any Safety fines	j. Number And Outcome Of Legal Actions
(1)										
(2)										
(3)										
(4)										
(5)										

# Town of Dedham, Request for Qualifications: Owner’s Project Manager for a Public Safety Building

7b. Past Performance: Provide the following information for those completed Projects listed above in 7a for which the Prime Applicant has performed, or has entered into a contract to perform (cont) Owner’s Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.							
a.	Project Name And Location Project Director	b. Original Project Budget	c. Final Project Budget	d. If different, provide reason(s) for variance	e. Original Project Completion	e. Actual Project Completion On Time (Yes or No)	f. If different, provide reason(s) for variance.
(1)							
(2)							
(3)							
(4)							
(5)							

# Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

8. <b>Capacity:</b> Identify all current/ongoing Work by Prime Applicant, Joint-Venture Members or Sub-consultants. Identify project participants and highlight any work involving the project participants identified in the response.								
Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Original Project Budget	d. Current Project Budget	d. Project Completion Date	e. Current forecast completion date On Time (Yes Or No)	f. Original Construction Contract Value	g. Number and dollar value of Change Orders	h. Number and dollar value of claims
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

# Town of Dedham, Request for Qualifications: Owner’s Project Manager for a Public Safety Building

9. References: Provide the following information for completed and current Projects listed above in 7 and 8 for which the Prime Applicant has performed, or has entered into a contract to perform Owner’s Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.						
a.	Project Name And Location Project Director	Client’s Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client’s Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client’s Name, Address and Phone Number. Include Name of Contact Person
	1)		5)		9)	
	2)		6)		10)	
	3)		7)		11)	
	4)		8)		12)	

# Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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

10. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted By (Signature) \_\_\_\_\_ Printed Name And Title \_\_\_\_\_ Date \_\_\_\_\_

## **ATTACHMENT C-1: CERTIFICATE OF NON-COLLUSION**

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

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Signature of individual submitting Response

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Name of Business

***This form is required with the RFQ Response.***

# Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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## **ATTACHMENT C-2: CERTIFICATIONS**

In accordance with Massachusetts General Laws Chapter 7, Section 38H(b), the undersigned states that the wage rates and other costs used to support the OPM's compensation are accurate, complete, and current at the time of contracting; and agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amount if the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs; and

Certifies under penalties of perjury that:

- The Project Manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for project management services;
- No consultant to or subcontractor 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 subcontractor of a contract by the Project Manager;
- 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 the contract for Project Management services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the Project Manager.
- The Project Manager has internal accounting controls as required by M.G.L.c.30, §39R(c), and that the Project Manager has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, §39R(d).

***This form is required with the RFQ Response.***

Town of Dedham, Request for Qualifications: Owner's Project  
Manager for a Public Safety Building

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**ATTACHMENT C-3: CERTIFICATE OF AUTHORITY**

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
Full Name of Business

2. Corporation, and that \_\_\_\_\_  
Name of officer who signed contract and bonds

3. Is the duly elected \_\_\_\_\_  
Title of officer on line 2

4. Of said corporation, and that on \_\_\_\_\_  
Date on or before date the officer signed  
the contract and bonds

At a duly authorized meeting of the Board of Directors of said business, at which  
all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
Name from line 2 Title from line 3

of this corporation be and hereby is authorized to execute contracts and bonds  
in the name and on behalf of said corporation, and affix its Corporate Seal  
thereto, and such execution of any contract of obligation in this corporation's  
name and on its behalf, with or without the Corporate Seal, shall be valid and  
binding upon this corporation; and that the above vote has not been amended  
or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ AFFIX CORPORATE  
Signature of Clerk or Secretary\* SEAL HERE

7. Name: \_\_\_\_\_  
Print or type name from line 6

8. Date: \_\_\_\_\_  
Date on or after the date the officer signed the contract and bonds

Town of Dedham, Request for Qualifications: Owner's Project  
Manager for a Public Safety Building

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\* The name and signature on lines 6 and 7 must be that of the Clerk or Secretary of the corporation.

***This form is required with the RFQ Response if the Response is signed by a person other than the owner or president of the company.***

Town of Dedham, Request for Qualifications: Owner's Project  
Manager for a Public Safety Building

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**ATTACHMENT C-4: CERTIFICATE OF COMPLIANCE WITH  
MASSACHUSETTS TAX LAWS**

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, the undersigned acting on behalf of the Bidder\*, certify under the penalties of perjury that to my best knowledge and belief, the Bidder\* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Bidders, and withholding and remitting child support.

**Individual**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Social Security Number

**Corporate**

\_\_\_\_\_  
Corporate Name (print or type)

\_\_\_\_\_  
Signature of Corporate Officer Date

\_\_\_\_\_  
Name of Corporate Officer (print or type)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Taxpayer Identification Number

Town of Dedham, Request for Qualifications: Owner's Project  
Manager for a Public Safety Building

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\* As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

***This form is required with the RFQ Response.***

# Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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## **ATTACHMENT D: DESIGNER SELECTION PROCEDURES**

### Dedham Board of Selectmen ("Awarding Authority")

Designer Selection Procedures  
Adopted [date]

1. These procedures govern the selection of designers for any the Town of Dedham's building project subject to the state designer selection law, M.G.L. c. 7C, §§ 44-57. Any other local law governing the procurement of services will be inapplicable to these procurements.
2. The Board of Selectmen ("Approving Body") has the authority to conduct the designer selection process for the Awarding Authority. The Approving Body may delegate any duties described herein to the extent such delegation is permissible by law.
3. The Approving Body shall designate the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct the designer selection process. No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:
  - a) has a direct or indirect financial interest in the award of the design contract to any applicant;
  - b) is currently employed by, or is a consultant to or under contract to, any applicant;
  - c) is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
  - d) has an ownership interest in, or is an officer or director of, any applicant.
4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the Central Register published by the Secretary of the Commonwealth, and in any other place required by the Approving Body, at least two weeks before the deadline for filing applications.

## Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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5. The advertisement shall contain the following information:
  - a) a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;
  - b) if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
  - c) when and where a briefing session (if any) will be held;
  - d) the qualifications required of applicants;
  - e) the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
  - f) whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
  - g) when and where the RFQ can be obtained and the applications must be delivered.
  
6. The RFQ shall include the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction," which is available for download from the Massachusetts Designer Selection Board website at Procedures for Municipalities and Public Agencies not within DSB Jurisdiction. The Application Form may be amended to include additional information on a project-specific basis.
  
7. The Committee shall evaluate applicants based on the following criteria:
  - a) prior similar experience;
  - b) past performance on public and private projects;
  - c) financial stability;
  - d) identity and qualifications of the consultants who will work with the applicants on the project; and
  - e) any other criteria that the Committee considers relevant to the project.
  
8. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so.

## Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Approving Body. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, § 44C, shall be included as a finalist on the list.

The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

10. If the fee was set prior to the selection process, the Approving Body shall select a designer from the list of finalists. If the Approving Body selects a designer other than the one ranked first by the Committee, the Approving Body shall file a written justification for the selection with the Committee and maintain a copy in the contract file.
11. If the fee is to be negotiated, the Approving Body shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Approving Body shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Approving Body is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Approving Body prior to selection of finalists.
12. If the Approving Body is unable to negotiate a satisfactory fee with any of the finalists, the Approving Body shall recommend that the Committee select additional finalists.
13. The Approving Authority may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Approving Authority may commission, at its discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to insure its

## Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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reasonableness and its adequacy before allowing the designer to continue on the project, provided the Approving Authority otherwise complies with the statutory requirements for selecting a designer under Chapter 7C of the General Laws, including those set forth in M.G.L. c. 7C, § 54(a)(i).

14. Every contract for design services shall include the following:
  - a) certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
  - b) certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;
  - c) certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and
  - d) certification that the designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R(d).

All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

15. The Awarding Authority shall not enter into a contract for design services unless the Awarding Authority or the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the

## Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the Awarding Authority may require, for the applicable period of limitations. A designer required by the Awarding Authority to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the Awarding Authority prior to the award of the contract.

16. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.
17. In the event of an emergency that precludes the normal use of these designer selection procedures, the Approving Body may elect to authorize expedited procedures to address the emergency. The Approving Body shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.  
  
The Approving Body may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Approving Body shall rank the finalists in order of qualification and select the designer for the emergency work.
18. The Awarding Authority shall publish the name of any designer awarded a contract in the Central Register.
19. The following records shall be kept by the Awarding Authority:
  - a) all information supplied by or obtained about each applicant;
  - b) all actions taken relating to the project; and
  - c) any other records related to designer selection.

# Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

20. The Awarding Authority shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in accordance with M.G.L. c. 7C, § 48(g), and file completed evaluations with the Board and any other agency named in M.G.L. c. 7C, § 48(g).
21. Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements of any other applicable law or regulation.
22. For any municipal design or construction project that includes funding provided by the Commonwealth, in whole or in part (such as reimbursements, grants and the like), cities and towns must incorporate minority-owned business enterprise and women-owned business enterprise participation goals. If applicable, the Awarding Authority shall take steps to assure that it complies with all State Office of Minority and Women Business Assistance requirements.

## Board of Selectmen

\_\_\_\_\_  
Chair  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Vice Chair  
\_\_\_\_\_

Town of Dedham, Request for Qualifications: Owner's Project  
Manager for a Public Safety Building

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**ATTACHMENT E: EVALUATION FORMS**

EVALUATION PART 1: RESPONSE

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

Evaluator: \_\_\_\_\_

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

Firm Meets All Minimum Criteria: \_\_\_\_\_  
Initial

Rating Scale:

0 \_\_\_\_\_ 5 \_\_\_\_\_ 10 \_\_\_\_\_  
Not Advantageous                      Advantageous                      Highly Advantageous

CRITERIA

RATING

- |                                                          |           |
|----------------------------------------------------------|-----------|
| 1. Prior similar experience, municipal buildings         | 1. _____  |
| 2. Prior similar experience, Town of Dedham              | 2. _____  |
| 3. Past performance as an OPM (MGL Ch.7 and 7C/149/149A) | 3. _____  |
| 4. Financial stability of the firm                       | 4. _____  |
| 5. Identity and qualifications of personnel              | 5. _____  |
| 6. Satisfactory working relationships                    | 6. _____  |
| 7. Experience with green buildings                       | 7. _____  |
| 8. Management approach                                   | 8. _____  |
| 9. Capacity of the firm                                  | 9. _____  |
| 10. Knowledge and experience                             | 10. _____ |
| 11. Previous experience with Town of Dedham              | 11. _____ |
| TOTAL                                                    | _____     |

# Town of Dedham, Request for Qualifications: Owner's Project Manager for a Public Safety Building

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## EVALUATION PART 2: INTERVIEW

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

Presentation: \_\_\_\_\_  
Time      Date

Evaluator: \_\_\_\_\_

Rating Scale:

0	5	10
Not Advantageous	Advantageous	Highly Advantageous

**CRITERIA**

**RATING**

- |                                                                                                                                                                                            |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. Record of meeting deadlines                                                                                                                                                             | 1. _____  |
| 2. Record of maintaining appropriate Project records                                                                                                                                       | 2. _____  |
| 3. Record of keeping construction costs within the project budget design estimates                                                                                                         | 3. _____  |
| 4. Validity of cost estimates                                                                                                                                                              | 4. _____  |
| 5. Handling of bid specifications                                                                                                                                                          | 5. _____  |
| 6. Responsiveness to RFIs and COs from contractors                                                                                                                                         | 6. _____  |
| 7. Responsiveness to Owner and designers                                                                                                                                                   | 7. _____  |
| 8. Availability of personnel                                                                                                                                                               | 8. _____  |
| 9. Work relationship with contractor and designer                                                                                                                                          | 9. _____  |
| 10. Demonstration of continuing interest by the consultant in the success, efficiency, and workability of the facilities designed, both during construction and after placed in operations | 10. _____ |
| 11. Ability to arbitrate                                                                                                                                                                   | 11. _____ |
| 12. Other _____                                                                                                                                                                            | 12. _____ |

TOTAL

TOTAL SCORE, RESPONSE \_\_\_\_\_

TOTAL SCORE, INTERVIEW \_\_\_\_\_

**TOTAL SCORE** \_\_\_\_\_

Town of Dedham, Request for Qualifications: Owner's Project  
Manager for a Public Safety Building

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**ATTACHMENT F: AGREEMENT BETWEEN OWNER & PROJECT MANAGER**

**OWNER'S PROJECT MANAGEMENT SERVICES GENERAL CONDITIONS  
TOWN OF DEDHAM, MA**

**The Town and the Owner's Project Manager Agree to the  
Following:**

**ARTICLE 1  
DEFINITIONS**

**1.1. In General.**

**1.1.1. Well-known meanings.** When words or phrases which have a well-known technical or construction industry or trade meaning are used herein, such words or phrases shall be interpreted in accordance with that meaning, unless otherwise stated.

**1.1.2. Capitalization.** The words and terms defined in this Article are capitalized in this Agreement. Other capitalized words may refer to a specific document found in the Contract Documents or may be defined in the General Terms and Conditions of the Contract.

**1.1.3. Persons.** Whenever the word person or persons is used, it includes, unless otherwise stated, entity or entities, respectively, including, but not limited to, corporations, partnerships, and joint ventures.

**1.1.4. Singular and Plural.** The following terms have the meanings indicated which are applicable to both the singular and the plural thereof.

**1.2. Definitions**

**1.2.1. APPROVAL** – a written communication from the Town approving either the work of the current Phase, as identified on Attachment F-1, or authorizing the Owner's Project Manager to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

**1.2.2. ARCHITECT/ENGINEER** – herein also referred to as the **DESIGNER** -- the person or firm with whom the Town has contracted to perform the professional designer services for this Project.

**1.2.3. BASIC SERVICES** – the minimum scope of services to be provided by the Owner's Project Manager under this Contract, unless the Contract is otherwise terminated pursuant to Article 12.

**1.2.4. CERTIFICATE OF FINAL COMPLETION** – the form which contains the certification of the Designer, OPM and the Town that the Project has reached Final Completion.

**1.2.5. COMMISSIONING CONSULTANT** – a person or firm which may be engaged by the Town to provide building commissioning services, including advisory services during design and construction.

**1.2.6. CONTRACT** – this Contract, inclusive of all Attachments, between the Town and the Owner's Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

**1.2.7. CONTRACTOR or GENERAL CONTRACTOR** – the person or firm with whom the Town has contracted to perform the construction for this Project.

**1.2.8. EXTRA SERVICES** – services requested by the Town to be performed by the Owner's Project Manager, but which are additional (or "extra") to the services performed as Basic Services.

**1.2.9. FEE FOR BASIC SERVICES** – the fee to be paid to the Owner's Project Manager for satisfactorily performing, in the Town's sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner's Project Manager is entitled pursuant to Articles 9 and 10.

**1.2.10. FINAL COMPLETION** – The work has been completed in accordance with the Construction Contract Documents.

**1.2.11. GENERAL LAWS** – the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

**1.2.12. NOTICE to PROCEED** – the written communication issued by the Town to the Contractor authorizing the Contractor to proceed with the services specified in the construction contract and establishing the date for commencement of the contract time.

**1.2.13. OWNER’S PROJECT MANAGER** – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other legal entity identified as such on page one of this Contract performing the professional Project Management Services under this Contract.

**1.2.14. PHASE** – a distinct portion of the work of this Contract and its associated duration, as identified on Attachment F-1. Prior Approval to proceed for each Phase is required from the Owner.

**1.2.15. PRINCIPALS** – the owners and/or officers of the Owner’s Project Manager who are actively involved in the management of the Project.

**1.2.16. PROJECT** – all work that pertains to the study, planning, design, construction, reconstruction, installation, demolition, maintenance or repair of the project identified on page 1 of this Contract.

**1.2.17. PROJECT BUDGET** – a complete and full enumeration of all costs of the Project.

**1.2.18. PROJECT DIRECTOR** – the employee of the Owner’s Project Manager who has been designated in writing by the Owner’s Project Manager as its authorized representative, as approved by the Owner, pursuant to the requirements of M.G.L. c.149 §44A½ or G.L. c. 149A, § 2, as the case may be, for an “owner’s project manager”, and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

**1.2.19. PROJECT REPRESENTATIVE** – the employee or a Sub-consultant of the Owner’s Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.

**1.2.20. PROJECT SCHEDULE** – a complete list of all activities, time and sequence required to complete the Project.

**1.2.21. REIMBURSABLE SERVICES OR REIMBURSABLE EXPENSES** – the cost of services requested by the Owner to be performed by the Owner’s Project Manager or the cost of expenses paid by the Owner’s Project Manager that are reimbursable pursuant to the provisions of Article 10.

**1.2.22. SUBCONTRACTOR** – for purposes of a project utilizing the design-bid-build construction delivery method pursuant to G.L. c. 149, a person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided herein or as required by Law.

**1.2.23. SUBCONSULTANT** – any individual, company, firm, or business having a direct contractual relationship with the Owner’s Project Manager, who provides services on the Project.

## ARTICLE 2

### RELATIONSHIP OF THE PARTIES

2.1 The Owner’s Project Manager shall act as an independent contractor of the Town in providing the services required under this Contract.

2.2 The Owner’s Project Manager warrants and represents to the Town that it has fully, completely and truthfully represented the qualifications and skills of the Owner’s Project Manager, its Sub-consultants, agents, servants and employees in the proposal submitted by the Owner’s Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner’s Project Manager, its Sub-consultants, agents, servants and employees.

2.3 The Owner’s Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner’s Project Manager’s profession on projects of similar size, scope and complexity as is involved on the Project. The Owner’s Project Manager’s services shall be rendered in accordance with this Contract.

2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in

accordance with the contract between the Owner and Designer.

2.5 The Parties hereto agree that the Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner- Contractor Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, Subcontractors, or the agents or employees of the Contractor, CM at Risk, Subcontractors, the Designer, the Town or the Commissioning Consultant.

2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor for the proper performance of their obligations pursuant to their respective contracts with the Town.

### **ARTICLE 3 RESPONSIBILITIES OF THE OWNER**

3.1 The Town shall designate an individual or individuals who shall have the authority to act on behalf of the Town under this Contract and who shall be responsible for day-to-day communication between the Town and the Owner's Project Manager.

3.2 To the extent such data is available, the Town shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information.

### **ARTICLE 4 RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER**

4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Town when respective contractual requirements are not being fulfilled.

4.2 The Owner's Project Manager shall perform the services required under this agreement in conformance with applicable federal, state, and local laws, by-laws, and regulations.

4.3 The Owner's Project Manager shall report to the Town any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor.

4.4 The Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Sub-consultants, and the continuity of key members' participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments, and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Sub-consultants, listed in Attachment B, shall take place without the prior written approval of the Town, except when necessitated by causes beyond the Owner's

Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The Town shall have the right to approve any substitution or replacement or change in status for the persons or Sub-consultants listed in Attachment B and such approval shall not be unreasonably withheld. At the request of the Town, the Owner's Project Manager shall consult with the Town to resolve any situation in which the Town determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Town shall have the right to direct the removal of any such person or consultant. No act or omission of the Town made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.

4.5 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high-quality performance of the obligations of the Owner's Project Manager.

4.6 The Owner's Project Manager shall be and shall remain liable to the Town for all damages incurred by the Town as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

#### **ARTICLE 5 SUBCONSULTANTS**

5.1 The Owner's Project Manager shall not employ consultants, sub-consultants, sublet, assign or transfer any part of its services or obligations under this Agreement without the prior approval of and written consent of the Town. The employment of Sub-consultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Town's approval of a Sub-consultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.

5.2 Upon request, the Owner's Project Manager shall provide the Town copies of its agreements with Sub-consultants, including amendments thereto, and shall consult with the Town with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Sub-consultants.

5.3 The OPM shall be responsible for all compensation to be paid to a sub-consultant. No Sub-consultant shall have recourse against the Town for payment of monies alleged to be owed to the Sub-consultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Sub-consultants language so providing.

5.4 All contracts between the Owner's Project Manager and its Sub-consultants shall include a provision in which the Town's rights to initiate corrective action shall be stipulated

#### **ARTICLE 6 TERM AND TIMELY PERFORMANCE**

6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Town. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Town. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer or Contractor. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor in accordance with schedules of performance that are established under their contracts with the Town. The Owner's Project Manager shall immediately advise the Town, as well as the Designer or the Contractor, in

writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's performance is jeopardizing the Project Schedule or the Project Budget.

6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.

6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in this Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Town of the revisions to its services. The Town shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

## **ARTICLE 7 COMPENSATION**

7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Town in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment F-1. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment F-1. The Town shall make payments to the Owner's Project Manager within 30 days of the Town's approval of the invoice, which approval shall not be unreasonably withheld or delayed.

7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and re-solicitation of proposals, bids, or qualifications if due to the fault of the Owner's Project Manager, and (b) assisting the Town in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract. The OPM shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the OPM in the preparation of the bid documents as reasonably determined by the Town.

7.3 When the Owner's Project Manager receives payment from the Town, the Owner's Project Manager shall promptly make payment to each Sub-consultant whose work was included in the work for which such payment was received. The Town shall have the contractual right to investigate any breach of performance of a Sub-consultant and to initiate corrective measures it determines are necessary and in the best interest of the Town. All contracts between the Owner's Project Manager and its Sub-consultants shall include a provision in which the Town's rights to initiate corrective action shall be stipulated.

7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Town of the Certificate of Final Completion and submission of evaluations.

**ARTICLE 8  
BASIC SERVICES**

The Owner's Project Manager shall perform the following Basic Services:

**8.1 PROJECT MANAGEMENT (For All Phases)**

**8.1.1** The Owner's Project Manager shall prepare a communication and document control procedure and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Town, Owner's Project Manager, Designer, Contractor, Subcontractors, and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor submittal logs, change order reporting logs and other tracking logs, as needed. A draft of the communication plan shall be submitted to the Town for approval within 30 days of the Approval to proceed with the Contract and be further updated (a) as needed to include the award of Construction Contract(s) and no later than 30 days after approval to proceed to the Construction Phase of the Project. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report, and other reports as appropriate and as outlined in the Communications Plan.

**8.1.2** The Owner's Project Manager shall attend meetings with representatives of the Town and attend neighborhood meetings relating to the Project. The Owner's Project Manager shall take minutes of all the above-referenced meetings and promptly distribute minutes of these meetings to the Town.

**8.1.3** The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, equipment vendors and all other contractors and supplier and make recommendations to the Town relative to amounts due.

**8.1.4** Project Control. This section of the standard agreement is not used for this project.

**8.1.5 Project Budget** The Owner's Project Manager shall prepare a detailed baseline Project Budget in a form acceptable to the Town, which will be submitted to the Town for approval. The Owner's Project Manager shall monitor and compare all Designer estimates, contractor bids, and other cost information to this Project Budget and identify and report all variances to the Town. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report. The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the Town for approval.

**8.1.6 Cost Estimating** This section of the standard agreement is not used for this project.

**8.1.7 Project Schedule** The Owner's Project Manager shall prepare a Project Schedule in a form acceptable to the Town, which shall be submitted to the Town for approval. The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Town for approval.

**8.1.8 Construction Schedule** The Contractor shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the Contractor and Designer to review and update its schedule, develop the monthly progress information to support the Contractor's payment estimate, and monitor the Contractor's performance for compliance with its contract.

**8.1.8.1** The Owner's Project Manager shall notify the Town of and include in its Monthly Progress Report any significant changes or delays to the construction schedule. The Owner's Project Manager shall make appropriate recommendations to the Town relative to the actions that should be taken by the Contractor and/or advise the Town when liquidated damages, if included in the construction contract, are anticipated to be incurred.

**8.1.9 Monthly Progress Report** The Owner's Project Manager shall submit to the Town a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Town and shall describe work performed by all project participants (OPM, Designer, and Contractor) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as

individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's safety performance, Designer's QA/QC, Contractor's compliance, community issues, Designer and Contractor's MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

**8.1.10 MBE/WBE Compliance Monitoring (All Phases)** The Owner's Project Manager shall monitor and report on the Designer's and Contractor's compliance with MBE/WBE requirements.

**8.1.11 Site Investigations and Environmental Testing** This section of the standard agreement is not used for this project.

**8.1.12 Project Records and Reports (All Phases)** The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Town- Owner's Project Manager, Town-Architect/Engineer and the Town-Contractor including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager shall assist the Town in responding to any public records request received by the Town.

## **8.2 FEASIBILITY STUDY/SCHEMATIC DESIGN PHASE**

**8.2.1 Feasibility Study** This section of the standard agreement does not apply to this project.

**8.2.2 Design Monitoring** This section of the standard agreement does not apply to this project.

## **8.2 Change Order and Claims Administration**

The Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the Town, consistent with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

### **8.3.1 Change Order Administration**

**8.3.1.1** Review all Contractor proposals for change orders and supporting schedules for time extension requests. For change orders in excess of \$100,000, prepare independent cost estimate analysis with associated schedule impact.

**8.3.1.2** Initiate, conduct, and document negotiations through a memorandum of negotiations with the Contractor.

**8.3.1.3** For all change order requests by the Contractor, make recommendations to the Town for acceptance or rejection.

**8.3.1.4** Prepare and finalize any documentation required for processing change orders including documentation to support or reject the change.

**8.3.1.5** Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Monthly Progress Report.

### **8.3.2 Claims and Disputes Management**

**8.3.2.1** Implement a claims management procedure consistent with the construction contract documents.

**8.3.2.2** Analyze Contractor claims and propose recommendations to the Owner in support of the Town's obligations under the claims article of the construction contract documents. Prepare responsive positions in coordination with the Town and obtain appropriate input from the Designer and/or Contractor.

**8.3.2.3** In the event that a dispute arises between the Contractor, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract

or the Contractors' construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other matters in question relating to the performance by the Contractor, Subcontractor, Designer or vendor to the Town in writing as soon as reasonably possible.

**8.3.2.4** The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

## **8.4 Construction Documents**

**8.4.1** The Owner's Project Manager shall review the construction documents for quality, cost, and schedule improvements, conciseness, and clarity. The Owner's Project Manager shall:

- a. Intentionally omitted
- b. Intentionally omitted
- c. Work with the Town and Designer to update the construction budget and schedule.

**8.4.2** The Owner's Project Manager shall provide advice, consultation and guidance to the Town and the Designer relative to general contractor and subcontractor prequalification requirements pursuant to M.G.L.

c. 149 § 44D $\frac{1}{2}$  and § 44D $\frac{3}{4}$  as applicable, including participation as a member of the Owner's Prequalification Committee.

**8.4.3** The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost-effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer. The review of the construction documents shall include constructability, operability and bid-ability as well as document clarity and coordination between drawings and to identify conflicts between drawings and specification.

**8.4.4** The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the Town relative to access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.

**8.4.5** The Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Consultant, if any, to determine that plans and specifications include the recommendations made in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.

**8.4.6** The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Town when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Town are not being fulfilled.

## **8.5 Bidding Phase**

**8.5.1** The Owner's Project Manager shall monitor the activities and responsibilities of the Designer in the advertisement, distribution of bidding documents and solicitation of public bids in accordance with public construction-related statutes. The Owner's Project Manager shall:

- a. Administer general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D $\frac{1}{2}$  and § 44D $\frac{3}{4}$  as applicable, including participation as a member of the Owner's Prequalification Committee.
- b. Attend, and assist the Town with, all pre-bid conferences and meetings and, assist, if directed by the Town.
- c. Attend, and assist the Town with, all sub-bid and general bid openings and, assist, if directed by the Town.
- d. Review all sub-bids and general bids in conjunction with Designer's determination of responsiveness, bidder eligibility, completeness, accuracy and price. Provide technical guidance to the Town relative to its acceptance of bids and determination of bidder responsibility.
- e. Review alternates and make written recommendations as to their acceptance.
- f. If the bid of the lowest eligible and responsible general bidder exceeds the construction budget, the Owner's Project Manager shall consult with the Designer and make recommendations to the

Town in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending acceptance of alternates, re-bidding or seeking additional funding from the Town.

**8.5.2** The Owner's Project Manager shall make recommendations to the Town relative to the award of a construction contract.

**8.5.3** The Owner's Project Manager shall assist the Town in the preparation and execution of the Owner-Contractor Agreement and shall obtain from the Contractor performance and payment bonds, insurance certificates, and all other documents and certificates required for contract execution.

**8.5.4** The Owner's Project Manager shall assist the Town and the Designer in preparing and sending the Notice to Proceed to the Contractor.

**8.5.5** The Owner's Project Manager shall provide the Contractor, Designer, and Town with required copies of executed construction contract documents.

## **8.6 Construction Phase**

The Owner's Project Manager shall provide for each of the following activities, from Notice to Proceed of the construction contract to contract close-out for each Project.

**8.6.1** The Owner's Project Manager shall monitor the Designer's administration of the Owner-Contractor Agreement including the processing of submittals, issuance of timely decisions and directives and consultant's or sub-consultants' visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.

**8.6.2** The Owner's Project Manager shall provide an on-site Project Representative.

**8.6.2.1** The Project Representative shall be subject to the approval of the Town and the Town reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.

**8.6.2.2** The Project Representative shall have at least five years' experience in on-site supervision of projects similar in size and complexity to the Project.

**8.6.2.3** Unless otherwise directed, the Project Representative shall be present at all times when the Contractor is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the Contractor and continuing until substantial use or substantial completion as determined by the Town and thereafter on an, as needed basis, until issuance to the Contractor of a Certificate of Final Completion by the Town.

**8.6.3** The Owner's Project Manager shall review the Contractor's schedule of values to determine if it represents a reasonably balanced payment schedule for work. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials. The Owner's Project Manager shall submit recommendations for the Contractor's schedule of values to the Owner within forty-five days of the Owner's Notice to Proceed to the Contractor.

**8.6.4** The Owner's Project Manager shall review the Contractor's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the Contractor's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.

**8.6.5** The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:

**8.6.5.1** The Owner's Project Manager shall keep a daily log containing a record of weather, the Contractor's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting

reports or orders, verbal instruction to interpretations given to the Contractor, pay items, and any observed delays, deficiencies and field problems.

**8.6.5.2** The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the Town that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log.

**8.6.5.3** The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.

**8.6.5.4** The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than \$50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.

**8.6.5.5** The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by Contractors.

**8.6.5.6** The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the Town.

**8.6.5.7** The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications design changes and proposed change orders.

**8.6.5.8** The Owner's Project Manager shall prepare responses to Contractor correspondence for the Town.

**8.6.5.9** The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.

**8.6.5.10** The Owner's Project Manager shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.

**8.6.5.11** The Owner's Project Manager shall monitor the Contractor's compliance with federal Davis Bacon prevailing wage requirements and Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§26 to 27H, inclusive including assisting the Town in cataloging and filing payroll affidavits.

**8.6.5.12** The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.

**8.6.6** The Owner's Project Manager shall monitor the Contractor's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Town when, in the opinion of the Owner's Project Manager, requirements of the Contractor in the Owner-Contractor Agreement are not being fulfilled.

**8.6.7** The Owner's Project Manager shall schedule, conduct and prepare minutes of weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall prepare and submit minutes to the Town within three business days of the meeting.

**8.6.8** Intentionally omitted.

**8.6.9** The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the Town in accordance with Article 8.1.4.

**8.6.10** The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the General Contractor's monthly payment requisitions. The Owner's Project Manager shall review the Designer's certification that the percentage of work included in the requisition is accurate and the work performed conforms to the construction contract.

**8.6.11** Intentionally omitted.

**8.6.12** The Owner’s Project Manager shall verify substantial completion of work; assist the Designer in the Designer’s final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the construction contract. The Owner’s Project Manager shall coordinate the detailed punch list with the Designer, including a subsequent walk- through with the Designer and the Commissioning Consultant. The Owner’s Project Manager and the Designer shall then coordinate a walk- through with the Town to finalize the punch list. The Owner’s Project Manager shall then be responsible for tracking and confirming the completion of the punch list items.

**8.7 Completion Phase**

**8.7.1** The Owner’s Project Manager shall monitor the activities and responsibilities of the Designer and the Contractor in the close-out and commissioning of the Project.

**8.7.2** The Owner’s Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents.

**8.7.3** The Owner’s Project Manager shall assist the Town in completing the written evaluation of the Designer(s) pursuant to M.G.L. c. 7 § 38E and prepare, sign and provide to the Town for its signature the written evaluation of the Contractor(s) and Trade Subcontractors pursuant to M.G.L. c. 149 §44D.

**ARTICLE 9  
EXTRA SERVICES**

**9.1 General**

**9.1.1** Extra Services are those services requested by the Town to be performed by the Owner’s Project Manager but which are additional (or “extra”) to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Town.

**9.1.2** The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Town in writing prior to the performance of any Extra Services.

**9.1.3** Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Attachment F-1.

**9.2** Unless specifically prohibited elsewhere and with the prior written Approval of the Town, the Owner’s Project Manager shall perform any of the following services as Extra Services:

**9.2.1** Preparing special studies, reports, or applications at the written direction of the Town, other than those specifically required herein as part of Basic Services;

**9.2.2** Assisting in the appeals process of permitting boards or commissions;

**9.2.3** Rebidding, re-solicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner’s Project Manager, in which events such rebidding shall be deemed part of Basic Services, and subject to the limitation in Article 7.2;

**9.2.4** Intentionally omitted;

**9.2.5** Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor;

**9.2.6** Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;

**9.2.7** Assisting the Town in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner’s Project Manager; and

**9.2.8** Providing other services requested by the Town that are not included as Basic Services pursuant to this Contract.

**9.3** Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title,

date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment F-1.

#### **ARTICLE 10 REIMBURSABLE EXPENSES**

**10.1** For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Sub-consultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:

**10.1.1** Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Town; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.

**10.1.2** Any other specially authorized reimbursement deemed essential by the Town, in the Town's sole discretion, in writing.

**10.2** Non-Reimbursable Items: The Town shall not reimburse the Owner's Project Manager or its Sub-consultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

**10.3** The Owner's Project Manager shall not be entitled to compensation under this Article for the services of Sub-consultants hired to perform Basic Services under this Contract. If a Sub-consultant hired to perform Basic Services performs Extra Services approved by the Town, compensation for such Extra Services shall be made under Article 9.

#### **ARTICLE 11 RELEASE AND DISCHARGE**

**11.1** The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 7 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Town and their employees and agents, from all claims of the Owner's Project Manager and its Sub-consultants for payment for services performed and/or furnished, except for those written claims submitted by the Owner's Project Manager to the Town with, or prior to, the last invoice.

#### **ARTICLE 12 ASSIGNMENT, SUSPENSION, TERMINATION**

**12.1** **Assignment** The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Town. Likewise, any successor to the Owner's Project Manager must first be approved by the Town before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.

**12.2** **Suspension** The Town may, at any time, upon seven (7) days written notice to the Owner's Project Manager, suspend this Contract. If the Town provides such written notice, the Owner's Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices have been properly submitted.

**12.3** **Termination** By written notice to the Owner's Project Manager, the Town may terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then no further payment shall be due to the Owner's

Project Manager beyond the date of termination.

## **ARTICLE 13**

### **NOTICES**

- 13.1** Any notice required to be given by the Town to the Owner's Project Manager, or by the Owner's Project Manager to the Town, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Town at the addresses indicated on page one.

## **ARTICLE 14**

### **INDEMNIFICATION OF OWNER**

- 14.1** With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Town, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Town to the extent caused by the negligence of or the breach of any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Sub-consultants.
- 14.2** For all other claims, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Town, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Town arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any person or Sub-consultants for whom the Owner's Property Manager is responsible under this Contract.
- 14.3** The indemnification obligation in this Article shall be in addition to, and not a limitation of, any other rights and remedies available to the Town under this Contract or at law.

## **ARTICLE 15**

### **INSURANCE**

- 15.1** The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Town under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Sub-consultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Town and the Owner's Project Manager or for such longer period as otherwise required under this Contract.
- 15.2** All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Town.
- 15.3** The Owner's Project Manager and its sub-consultants, shall submit to the Town original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Town prior to the expiration of any of the policies referenced in the certificates so that the Town shall at all times possess certificates indicating current coverage. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to

provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.

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

15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Sub-consultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Town under the terms of this Contract.

15.6 The Owner's Project Manager or its Sub-consultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. The Town shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.7 **Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers**  
The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

**15.7.1** Workers' Compensation Insurance in accordance with MGL c152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Town.

**15.7.2** Employers' Liability insurance in the amounts of at least \$500,000 Each Accident, \$500,000 Disease – Each Employee and \$500,000 Disease – Policy Limit.

**15.7.3** Commercial General Liability Insurance (including Premises/Operations; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Town. The Town shall be added as an additional insured on this policy on a primary and non-contributory basis. The policy shall be endorsed to waive the insurer's rights of subrogation against the Town.

**15.7.4** Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:

\$1,000,000 Combined Single Limit, Bodily Injury & Property Damage

The policy shall include the Town as additional insured on a primary and non-contributory basis, and will include a waiver of subrogation in favor of the Town.

**15.7.5** Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the Town and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to the Town, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting(CADD) systems.

**15.7.6** Umbrella/Excess Liability Insurance in the amount of at least \$1,000,000, which follows the form of the underlying General Liability, Auto Liability and Employers' Liability limits with respect to Additional Insured status on a primary and non-contributory basis, and waivers of subrogation.

15.8 **Professional Liability** The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the Town on or before the effective date of this Contract and for a period of at least six

years after the earlier of: (1) the date of official acceptance of the completed Project by the Town; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Town pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Town. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than \$2,000,000

In the event that the Town terminates this Contract at or before the completion of the Feasibility Study/Schematic Design Phase “without cause” as provided in Article 12.3.1; or the Contract term ends pursuant to its own provisions at the completion of the Feasibility Study/Schematic Design Phase and the Contract is not amended to authorize the Owner’s Project Manager to perform services for subsequent design phases, Construction Phases and/or Completion Phase; or the Town otherwise elects not to proceed with the Project beyond the Feasibility Study/Schematic Design Phase, either because the Town lacks sufficient funding for the Project or for any other reason, the Town may, amend this Article 15.8.

This policy shall include a waiver of subrogation in favor of the Town.

**15.9** **Liability of the Owner’s Project Manager** Insufficient insurance shall not release the Owner’s Project Manager from any liability for breach of its obligations under this Contract. Without limitation, the Owner’s Project Manager shall bear the risk of any loss if its’ valuable papers insurance coverage is insufficient to cover the loss of any work product covered by this Contract.

## **ARTICLE 16 OWNERSHIP OF DOCUMENTS**

**16.1** Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, documents, models, and any other documentation, product or tangible materials authored or prepared, in whole or in part, or purchased, obtained, created by the Owner’s Project Manager pursuant to this Contract (collectively, the “Materials”), other than the Owner’s Project Manager’s administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Town as “works made for hire” or otherwise. The Town will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner’s Project Manager pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Town shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner’s Project Manager. At the completion or termination of the Owner’s Project Manager’s services, all original Materials shall be promptly turned over to the Town.

## **ARTICLE 17 REGULATORY AND STATUTORY REQUIREMENTS**

**17.1** **Truth-in-Negotiations Certificate:** If the Owner’s Project Manager’s fee is negotiated, by signing this Contract, the Owner’s Project Manager hereby certifies to the following:

**17.1.1** Wage rates and other costs used to support the Owner’s Project Manager’s compensation are accurate, complete, and current at the time of contracting; and

**17.1.2** The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Town determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

**17.2** The person signing this Contract certifies, as a principal or director of the Owner’s Project Manager, that the Owner’s Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this

Contract; no consultant to or Sub-consultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Sub-consultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract.

**17.3 Revenue Enforcement and Protection Program (REAP):** Pursuant to Massachusetts General Laws, Chapter 62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**17.4 Interest of Owner's Project Manager:** The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Town, unless approved by the State Ethics Commission.

**17.5 Equal Opportunity:** The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.

**17.6 Certification of Non-Collusion:** The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in 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.

**17.7 Governing Law:** This Contract shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.

**17.8 Venue:** Any suit by either party arising under this Contract shall be brought only in a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

**ATTACHMENT F-1**

**PAYMENT SCHEDULE**

In consideration of Owner’s Project Manager's delivery of Basic Services, the Town shall pay the Owner’s Project Manager on an hourly basis, up to a total fee that shall not exceed **[\$insert total fee amount]**. The **[\$insert total fee amount]** fee is a cap for Basic Services related to this Contract, and the actual amount paid by the Town for Basic Services required during the duration of this Contract may be an amount less than **[\$insert total fee amount]**. The Owner’s Project Manager shall invoice the Town based on hours worked pursuant to this Contract, according to the hourly rates below and the schedule set forth below. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

**Hourly Rate Schedule**

<b><u>Title</u></b>	<b><u>Rate/Hour</u></b>
---------------------	-------------------------

The Owner’s Project Manager shall perform the Services in accordance with the following Schedule:

<b><u>Project Phase/Item of Work</u></b>	<b><u>Not-to-Exceed Fee</u></b>	<b><u>Completion Date</u></b>
Document/Bidding Phase		
Construction Phase/Final Completion		
Extra Services (Identify by Category)		
Reimbursable Services (Identify by Category)		

**Independent Cost Estimates (included in base fee)**

Task 8.2.2	\$X/per estimate	N/A
Task 8.4.2	\$X/per estimate	N/A

Town of Dedham, Request for Qualifications: Owner's Project  
Manager for a Public Safety Building

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**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.

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

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By \_\_\_\_\_  
Corporate Officer  
(if applicable)

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 (CITY) OF \_\_\_\_\_

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

By its: \_\_\_\_\_  
Board or Individual Official

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

\_\_\_\_\_

\_\_\_\_\_  
Print Title

\_\_\_\_\_

\_\_\_\_\_

In accordance with M.G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this Agreement is available therefor and

Town of Dedham, Request for Qualifications: Owner's Project  
Manager for a Public Safety Building

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that the Board of Selectmen has been authorized to execute the Agreement and approve all requisitions and change orders.

By: \_\_\_\_\_  
Town Accountant

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

Approved to as to form:

\_\_\_\_\_  
Town Counsel

Town of Dedham, Request for Qualifications: Owner's Project  
Manager for a Public Safety Building

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**ATTACHMENT G: ACKNOWLEDGMENT OF RECEIPT - ADDENDA**

If the Owner makes any changes to this RFQ or responds to any questions before the deadline, an addendum will be issued.

**As the RFQ is being made available through email it is necessary for prospective respondents to email [mcox@doreandwhittier](mailto:mcox@doreandwhittier) for addenda. Only those companies or individuals who have requested the RFQ will receive addenda.**

Responses from companies or individuals not acknowledging addenda may be rejected as not responsive.

**ACKNOWLEDGMENT OF RECEIPT – ADDENDA (s) # \_\_\_\_\_**

Name of Company or Individual \_\_\_\_\_

Name / Title of Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone numbers \_\_\_\_\_

Email addresses \_\_\_\_\_

\_\_\_\_\_

Contact Signature \_\_\_\_\_

Date

***This form is required with the RFQ Response.***