



CITY OF GREENFIELD
GREENFIELD, MASSACHUSETTS

RFS TITLE: Request for Services (RFS) Owner's Project Manager
Anaerobic Digester

RFS #: 20-01 (Re-Issued)

DATE OF ISSUANCE: September 4, 2019 at 10:00 a.m.

RESPONSE DATE: September 24, 2019 at 2:00 p.m.

SUBMIT TO: PURCHASING DEPARTMENT
CITY OF GREENFIELD
14 COURT SQUARE
GREENFIELD, MA 01301

As of 10:00 a.m. on September 4, 2019 copies of this RFS 20-01 for Anaerobic Digester Owner's Project Manager (OPM) may be obtained from the City of Greenfield website at www.Greenfield-ma.gov under "Departments", "Purchasing", "Active Bids/RFQ/RFP" or electronically by contacting the Purchasing Department of the City of Greenfield at purchasing@greenfield-ma.gov or by calling Philip Wartel at 413-772-1569 for additional information.

Proposals must be submitted in a sealed envelope marked "RFS 20-01 (Re-Issued) Anaerobic Digester OPM Services". See Section VI for details.

Contract/Proposal Awarding Owner: City of Greenfield
Greenfield, Massachusetts

(Legal Advertisement)

Request for Services (RFS) 20-01 (Re-Issued)
City of Greenfield

Owner's Project Manager
Construction of an Anaerobic Digester

The City of Greenfield is seeking the services of a qualified "Owner's Project Manager" (OPM) as defined in Massachusetts General Laws Chapter 149 Section 44A 1/2 and as further defined in the RFS to provide project management services for design development, construction documents, bid and award, construction and final closeout for the construction of a Anaerobic Digester. The estimated total project cost is \$4,100,000.

The OPM services will include all activities necessary to assist the City in applying for grant funding, manage the permitting process, procuring a qualified design engineer and contractor, design and engineering oversight, construction and startup, and commissioning and closeout of the Project. The OPM will manage all aspects of the Project from the selection of the design team through the closeout and warranty period of the Project. It is anticipated that construction services for the Project will be procured using procurement procedures in accordance with Massachusetts General Laws Chapter 149. Familiarity and/or experience with Waste Water Treatment Plants and/or Anaerobic Digesters preferred.

As of 10:00 a.m. on September 4, 2019 copies of this RFS 20-01 (Re-Issued) for Anaerobic Digester Owner's Project Manager (OPM) may be obtained from the City of Greenfield website at www.Greenfield-ma.gov under "Departments", "Purchasing", "Active Bids/RFQ/RFP" or electronically by contacting the Purchasing Department of the City of Greenfield at purchasing@greenfield-ma.gov or by calling Philip Wartel at 413-772-1569.

Contract/Proposal Awarding Owner: City of Greenfield
Greenfield, Massachusetts

Advertisement to be published in the Greenfield Recorder
and in the Central Register on, Wednesday, September 4, 2019

REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES (RFS)

SECTION I. GENERAL OVERVIEW

A. Introduction

The City of Greenfield, Massachusetts, ("Owner"), acting through its Purchasing Department is seeking the services of a qualified "Owner's Project Manager" as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFS, to provide Project Management Services for design development, construction documents, bid and award, construction, and final closeout of a Anaerobic Digester at its waste water treatment plant ("Project). The total project cost is estimated to be \$4,100,000.

Contrary to many municipalities in the Commonwealth, Greenfield is a growing City, having been chosen for tens of millions of dollars in new private and public investment. New infrastructure includes a regional transit center with Amtrak service along the Burlington-New York-Washington corridor, a new parking garage, and a new \$60M Franklin County Courthouse.

B. History, Profile, and Organizational Structure of the City

The City of Greenfield is located in Western Massachusetts just south of the Vermont border at the intersection of Rte. 2 and Interstate 91. Settled in 1686, it was incorporated in 1753 and serves as the county seat of Franklin County. It has a population of approximately 17,550 people according to the 2012 US Census.

The City is governed under a home-rule charter, which vested executive authority and responsibility in an elected Mayor, who serves a four-year term. Legislative authority is vested in a 13-member Council of which nine members are elected from the City's nine precincts and four are elected at large. Members of the Council serve for four years. A seven member School Committee is elected every four years and appoints the Superintendent of Schools, who has responsibility for the daily administration of the Greenfield Public Schools (K-12). The Mayor is also a member of the School Committee.

The City was the first of four municipalities in the state to be designated as a "Green Community" in recognition of reduced energy use, increased recycling, and environmental quality initiatives. The recent renovation of Greenfield Community College earned LEED gold certification and helped Massachusetts become a top state for energy efficient construction according to the U.S. Green Building Council. A *Comprehensive Sustainable Master Plan*, which demonstrates Greenfield's ongoing commitment to environmental and financial sustainability, was completed early in 2014.

C. Project Description

The project consists of designing and building an Anaerobic Digester at the current location of the waste water treatment plant (WWTP) located on Deerfield Street. The Project is expected to process a volume of 5,500 gallons of sludge per day. The total project cost is estimated to be \$4,100,000.

SECTION II. GENERAL REQUIREMENTS

A. Key Project dates and Schedule

The following is a preliminary tentative schedule noting target dates for phases and tasks to be completed:

9/4/2019	RFS Issued and advertised	@10:00 am
9/4/2019	Posted in Central Register	
9/4/2019	Advertised in <i>the Recorder</i>	
9/13/2019	Last Day for Questions	@2:00 pm
9/18/2019	Answers to Questions	@2:00 pm
9/24/2019	RFS Responses Due to Owner	@2:00 pm
9/26/2019	Begin Review of Owner Project Manager RFS Responses	
10/3/2019	Begin Interviews for Pre-Selected Candidates	
10/10/2019	Committee Recommends Owner's Project Manager for Approval	

B. Submission Deadline

Sealed proposals addressed to the Purchasing Department, City of Greenfield, 14 Court Square, Greenfield, MA 01301 and endorsed "RFS 20-01 (Re-Issued) Anaerobic Digester OPM Services" will be accepted on behalf of the Greenfield Department of Public Works until Tuesday, September 24, 2019 at 2:00 p.m. Any proposal which is not received by the Owner at that location, and by that date and time will be determined to be late and shall not be considered. Electronic submissions will not be accepted.

SECTION III. QUALIFICATION SUBMITTAL INSTRUCTIONS

A. Instructions to Proposers

1. The City of Greenfield may cancel this RFS, in whole or in part, or may reject all Qualification submittals, or may procure only some goods and/or services outlined in this RFS whenever such action is determined to be fiscally advantageous to the City of Greenfield, or if it is otherwise in the best interest of the City of Greenfield.
2. The City of Greenfield may request that supplementary information be furnished to assure the City of Greenfield that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by the Awarding Authority in the Appendices. All submittals shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications rising from these documents shall be submitted to the Purchasing Agent in writing. They must be submitted in accordance with Section II “Key Project Dates and Schedule”.
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Qualifications by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the submittal as being unresponsive.
6. The proposer shall sign the submittal correctly in ink; or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the submittal will sign the document.
7. Proposers may correct, modify or withdraw the original submittals on or before the date and time as stated in the legal advertisement. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. Any late correction or modification to the submittal will not be accepted. A proposer who wishes to withdraw a submittal must make a request in writing.
8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her submittal.
9. It is understood that the proposer’s submittal to the City of Greenfield to provide said services and products will remain valid for 90 days past the submission deadline. The successful proposer’s Qualification submittal shall be attached thereto and become a part of the contractual Agreement between the City of Greenfield and the proposer the same as though therein written out in full.
10. The proposer’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over these services shall apply to the Agreement throughout, and they shall be deemed to be included in the contractual Agreement the same as though herein written out in full.

11. It is understood that the proposer has submitted the Qualification submittal in good faith and without collusion or fraud with any other individuals, firms, or corporations in creating the Qualification submittal to subvert the market process. See attached Certificate of Non-Collusion, and other required submittal forms.
12. All costs involved in preparing the Qualification submittal will be borne by the proposer; the City of Greenfield will not be liable for any costs associated with the creation of the Qualification submittal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
13. All responses are to include a statement that the Qualification submittal is in accordance with this Request for Qualifications and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
14. Qualification submittals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the Awarding Authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The Awarding Authority's decision or judgment on these matters shall be final, conclusive and binding.
15. Any Qualification submittal received after the due date and time stated in the legal advertisement will be deemed non-responsive and shall not be opened. Unopened Qualification submittals will be returned to the proposer.
16. The evaluation of the submitted qualifications will be conducted by the City of Greenfield Anaerobic Digester Building Committee, appointed by the Mayor. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFS and shall be final.
17. The Qualification submittals will be opened on the date and at the time stated in the legal advertisement and the name of the person or organization submitting qualifications will be read and recorded. The contents of all Qualification submittals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of Qualification submittals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded.
18. Any contractual Agreement resulting from this RFS shall be awarded to the proposer whose Qualification submittal is deemed to be the most highly advantageous to the City of Greenfield. The Anaerobic Digester Building Committee will determine whether a proposer's Qualification submittal satisfies the requirements of this RFS and whether or not the Qualification submittal will prove advantageous to the City of Greenfield. Assuming successful fee negotiations, the selected proposer will be under contractual Agreement to the City of Greenfield per the attached Agreement.
19. Response to this Request for Qualifications acknowledges the proposer's acceptance of all sections and requirements of this document. If the proposer's qualification submittal does not comply with the requirements of this request for qualifications, or if an item is not understood in any way, a copy of that section of the request for qualifications must then be

included in the submittal and all its copies must clearly state the deviation, additions, or other comments.

B. Questions and Clarifications

Questions requiring clarification shall be submitted in writing to the Purchasing Agent only, prior to the deadline stated in Section II, Key Project Dates and Schedule, in order to afford the City of Greenfield adequate time to respond with a correction or additional information prior to the deadline for submission of qualifications. Should it be found necessary, a written addendum will be incorporated into the RFS and will become part of the Agreement. Those known to have received a copy of the RFS will be notified of such changes.

C. Notification of Award

All proposers will be notified of the selection decision within 60 days of the date Qualification submittals are due to the City of Greenfield unless otherwise notified by the City of Greenfield. In no case will the award be made beyond 90 days unless the proposer agrees to extend the period of time in which the Qualification submittal is valid.

D. Agreement Between Proposer and the City of Greenfield

This Request for Services, as well as the selected proposer's Qualification submittal, and any addenda to that RFS, will become part of the final Agreement.

The Agreement shall be subject to Force Majeure considerations, and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations, shall be excused for the period of the non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the City. In the event that the extension is not possible, the provider may be required to rebate to the City a portion of the fee.

It is agreed, however, that since the performance dates of this Agreement are important to the implementation of the requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the contractor, shall be deemed to render performance impossible, and the City shall thereafter have the right to terminate this Agreement in accordance with the provisions of the section entitled "Termination of Agreement."

It is also agreed that the City of Greenfield may terminate this agreement for no cause and without prejudice by a written notice at least thirty (30) days in advance to the firm/individual. The City of Greenfield may also terminate the agreement if an appropriation is not available to continue the project.

E. Insurance Requirements

General - The firm/individual shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried should not be less than the kinds and amounts designated herein, and the contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the City, the provider shall indemnify, defend and hold harmless the City of Greenfield, its elected or duly appointed offices, directors and employees, against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon negligent or intentional acts or omissions of the provider, its employees or its agents in providing its services to employees of the City of Greenfield or their dependents pursuant to the agreement.

Level of insurance must adequately cover the liability exposure of project site and is subject to City of Greenfield approval.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this Agreement, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the contractor.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the firm/individual.

All insurance coverage shall be placed with such company as may be acceptable to the City of Greenfield and shall constitute a material part of the contractual documents.

The City of Greenfield and its employees must be named as an additional insured and as a certificate holder on each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the Agreement. Upon execution of the Agreement the firm/individual will provide copies of certificates of insurance to the City of Greenfield.

Proposer will indemnify and save harmless the City of Greenfield and its employees against any and all claims for damages on account of personal injury, death and/or property loss by any act of omission due to negligence of the Proposer, its agents, or

employees to any property of or under the control of the City of Greenfield during the term of, or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings which shall be brought or instituted against the City of Greenfield on account of any such claims, Proposer shall indemnify and save harmless the City of Greenfield. However, should the claim be due to the negligence of the City of Greenfield, and/or its employees, Proposer will be held harmless.

Comprehensive General Public Liability, Property Damage Liability Insurance and

Comprehensive Professional Services Liability/Errors and Omissions Insurance

The firm/individual shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one accident, a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of injury or destruction of property during the policy period.

The firm/individual shall also carry Comprehensive Professional Services Liability/Errors and Omissions Insurance coverage in an amount no less than Two Million Dollars (\$2,000,000.00), or ten percent (10%) of the project's estimated cost of construction, whichever is higher.

Automobile Liability and Property Damage Insurance - The Contractor shall carry standard Automobile Liability Insurance covering all owned vehicles at sufficient levels to cover all damages incurred or caused by contracted employees of the awarded Contractor.

Workers' Compensation Insurance - A firm or incorporated business shall carry Workers Compensation Insurance as required by the Massachusetts General Law c. 152, Section 25.

F. Monitoring

On a regular basis, the Mayor of the City of Greenfield or his/her designee will review the proposer's operations and inform the proposer if there are any issues associated with the service provided by the proposer. In light of serious infractions, illegal activities, or potential harm to the environment, the Mayor or his designee will have the authority to cease any and all proposer operations at any time.

G. Interview

At the discretion of the City of Greenfield, an applicant preliminarily selected as a candidate for an Agreement shall be required to interview with the Anaerobic Digester Building

Committee prior to the award of the Agreement. This interview will be used to further enhance the selection process.

You should be prepared to meet during the week of **10/3/2019**.

Reimbursement for expenses incurred for this RFS or this interview will not be forthcoming to either the awarded proposer or any other candidate asked to be interviewed. The City of Greenfield reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

H. Licenses and Permits

The proposer is responsible for attaining and holding in good standing all relevant licenses and certificates associated with the completion of these services. Evidence of these requirements is to be made part of the Qualification submittal. If a permit is not currently held or the application process is pending, the proposer should indicate such. The City of Greenfield reserves the sole right to decide if the Agreement may be awarded to the successful proposer despite the failure to produce the actual permits or copies thereof. Licenses and permits must be held in force throughout the terms of the services as contractually agreed upon.

The firm should be experienced with Massachusetts Public Procurement and Construction Laws and Procedures. Professional registration of proposers and engineers is required on this project. (See MGL Ch. 149, Sect. 44A ½) The name(s) of the proposer's key individual who will be performing the functions of the Owner's Project Manager must be submitted along with their resume(s) and professional registration(s). The individuals listed shall attend the interview. The proposal firm must have sufficient qualified staff to undertake and complete the project in a timely manner.

Manage process to obtain permits to construct and operate the anaerobic digesters and the engine and backup flare. Develop the scope of the permitting process, meet with MassDEP to agree on a permitting path in a pre-application meeting, prepare conceptual design at a sufficient level to support permit applications, and prepare permit applications for submittal to MassDEP. Obtain MEPA confirmation under 310 CMR 4, air plans approval for the engine and back-up flare under 310 CMR 7, construction and operating permit for the project under 314 CMR 12.00, and biosolids composting under an existing or amended yard waste compost registration. Coordinate with MassDEP to obtain approvals.

I. Miscellaneous Information

All information acquired by the Proposer from the City of Greenfield, or from others at the expense of the City of Greenfield, in performance of the agreement, shall be and remains the property of the municipality. All records, data file, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the proposer for delivery to the City of Greenfield shall be and will remain the property of the City of Greenfield.

The Proposer agrees that they will use this information only as required in the performance of this Agreement and will not, before or after the completion of this agreement, otherwise use said information, or copy, nor reproduce the same in any form except pursuant to the sole written instructions of the City of Greenfield.

J. Minority or Woman Business Enterprise Participation

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit qualifications in response to the Request for Services (RFS). For the purposes of this RFS, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is still certified at the time the vendor's Qualification submittal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at 617-727-8692.

SECTION IV. QUALIFICATION SUBMITTAL REQUIREMENTS

A. Minimum Qualifications

M.G.L. chapter 149, section 44A1/2 requires public awarding authorities to engage the services of an Owner's Project Manager (OPM) on all building projects estimated to cost \$1.5 million or more.

The Owner shall reject Qualification submittals which do not meet the following certain minimum requirements:

Each applicant must possess the following minimum qualifications:

1. The RFS Qualification submittal must be from an individual or established business, corporation, partnership, sole proprietorship, joint stock company, joint venture, firm, or other entity engaged in the practice of providing project management services for the construction and supervision of construction of buildings, including its staff, and all of its sub-consultants.
2. Submitting proposal firm, or its key individual(s), must be registered by the Commonwealth as an Architect or Professional Engineer and who has a minimum of five (5) years of experience in the construction and supervision of construction of buildings; or a person, if not registered as an Architect or Professional Engineer, who has at least seven (7) years of experience in the construction and supervision of construction of buildings (see MGL Chapter 149, Section 44A ½).

3. A thorough knowledge of the Massachusetts State Building Code, the regulations of the Massachusetts Architectural Access Board, and the Americans with Disabilities Act.
4. A thorough knowledge of all public bid laws, including without limitation M.G.L. Chapter 149, Section 44A1/2.
5. Prior experience administering design and construction projects of similar size and scope.
6. Financial and operational ability to perform project management services on the project within all established budget limits and time schedules.
7. Familiarity and/or experience with Waste Water Treatment Plants (WWTP) and/or Anaerobic Digesters.

B. Selection Criteria

Each proposal will be reviewed by the Owner to determine if it is complete prior to actual evaluation. The Owner reserves the right, but shall have no obligation, to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the RFS. The Owner will review all proposals and may select one or more responding firms for personal interviews.

The selection of finalists will be based on the following minimum and evaluative criteria which reflect the Owner's objective to contract with a reliable and experienced OPM. An applicant will be deemed unacceptable if their proposal is deemed non-responsive or if the minimum evaluation criteria are not met.

C. Minimum Submission Requirements

- Description of the firm's background
- The team description shall include the name of the Principal-In-Charge and the Project Manager who will have overall responsibility for the delivery of services and completion of the Project, and the specific responsibilities of each member of the Project team. It shall also include a description of individual and Project team experience, including experience with similar WWTP/AD projects.
- Describe the ability to manage all phases of development of a small AD facility with 50,000 to 250,000 gallons of digestion capacity, including conceptual design, acquisition of permits, oversight of detailed design, procurement of equipment and installers, oversight of construction and installation, and AD facility commissioning, performance and acceptance testing, and operations and maintenance.

- List any experience with integration of power and thermal generation with AD operations.
- Description of the firm's experience, with particular attention to identifying and describing projects in which similar services were provided
- A synopsis of the firm's approach to project management services, including how teams are organized to meet the needs of projects in general.
- Grant Funding: The ability to assist Greenfield in approaching Massachusetts state agencies (e.g. Mass Clean Energy Center, Mass DEP, and Mass Department of Energy Resources) to qualify for grant funding for pre-construction and construction tasks and reliability measures for the AD project. Assist Greenfield in preparing grant applications. Assist Greenfield in preparing documents to comply with grant milestones.
- Familiarity with equipment vendors and suppliers of tanks, pumps and mixing equipment for WWTP and AD systems.
- Experience with operating, maintaining and monitoring performance metrics for an AD operation including integrated engine and flare, OR the ability to fully understand and coordinate the same activities with an experienced engineer/consultant.
- Knowledge of and experience with applicable MassDEP permit acquisition processes
- Experience managing disposition of stabilized biosolids (digestate)
- Possess all necessary current licenses and registrations, either within the firm or through independent consults, to qualify under Massachusetts law to perform the function of the Owner's Project Manager for the stated services.
- Not be debarred under M.G.L., chapter 149, section 44C, or disqualified under M.G.L., chapter 7, sections 38E and/or 38H.

Submittals

- Submittal must contain a response containing all qualification and supporting data to the minimum criteria and comparative evaluation criteria stated in Section V under a clearly marked tab and subsections, in the same order.
- All Qualification submittals shall be submitted to the Purchasing Agent as stated in the legal advertisement. Each Qualification submittal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.

- The Qualification submittal must be received by the Purchasing Agent before the deadline for receipt of Qualification submittals, and must be complete (must include or address all items specified in Section VI - Qualification Submission Requirements).
- The Qualification submittal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
- All responses are to include a statement that the Qualification submittal is in accordance with this Request for Services and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
- Provide three (3) references of persons with contact phone numbers from other municipalities where similar work has been done and who are familiar with the work of the responding firm. In addition, provide three (3) references of persons with contact phone numbers who are familiar with the work and professional skills of the proposed Principal-in-Charge and Project Manager. By submitting a proposal, a responding firm expressly authorizes the Owner and its representatives to contact all named references regarding the past performance of the firm and any of the proposed team members identified in the proposal.
- Proposed approach to this project will minimize project management costs while assuring high quality standards of performance in meeting the City of Greenfield's goals and objectives for completion of a well constructed anaerobic digester within budget, on time and giving maximum value for money.
- Statement of any legal administrative proceedings, pending or concluded adversely, to the applicant within the past five (5) years which relate to the applicant's performance of this type of work.
- Evidence of financial stability
- Executed copies of each of the following documents in the form attached as **Appendix B:** (a) Certificate of State Tax Compliance (b) Non-Conflict of Interest (c) Certificate of Non-Collusion

Current firm brochures may be submitted with the proposals.

B. Staffing Requirements

1. The Proposer must set forth the staffing to be utilized for this service. Resumes shall include education, relevant past experiences, qualifications, licenses, and any other pertinent information that will assist in making the selection.
2. List each individual, their duties, the number of days each will spend providing this service must be broken down into the following categories:

Name
Work Assignment
Responsibilities

3. Submitting firm must be prepared to contractually commit all individuals as submitted in their Qualification submittal, to this service. Any deviation from the proposed individuals will constitute a breach of agreement to any contractual agreement which may result from this Request for Qualifications.
4. Resumes, experience, and qualifications of any proposed OPMs that would be utilized by the Proposer in the performance of this contract should be included with information submitted.
5. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the proposer's staffing as outlined in the Qualification submittal will be subject to the approval of the City of Greenfield. The Mayor of the City of Greenfield, or designee, shall notify the proposer within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the City of Greenfield.

C. Technical Scope of Services

See Appendix "A" for the detailed Scope of Services required for this project.

D. Additional Narrative Information

1. Summarize what you believe your company offers that are unique from other companies in this field.
2. List the anticipated amount of support services and/or documents the City of Greenfield would be required to provide.

E. Miscellaneous Requirements

Public Relations. The City of Greenfield and the Proposer shall cooperate in maintaining good public relations throughout the period of this project. The business principal, or a representative, of the firm given the contractual Agreement may be required to meet privately or publicly with various representatives, committees, boards, or commissions of the City of Greenfield, or other public forums, to discuss this project and address any concerns or to provide timely updates.

SECTION V. SELECTION PROCEDURES

1. The Anaerobic Digester Building Committee for this project has been appointed by the Mayor for the City of Greenfield.
2. The City of Greenfield Purchasing Agent will review all RFS Qualification submittals to make sure minimum requirements are met. Those Qualification submittals that meet all of the minimum requirements as outlined in this RFS, and are determined to be both responsive (those that offer all of the services requested in the RFS and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contractual Agreement) will be further reviewed by the Anaerobic Digester Building Committee using the selection criteria outlined in this section.
3. Based upon the ranked proposals, the Anaerobic Digester Building Committee will select the highest ranked submittals (3 minimum), to be interviewed jointly by the Anaerobic Digester Building Committee. Relevant City officials may also be included in this interview process. If less than three (3) applications are received, the City may elect to re-advertise.
 - a. After the interview process, the Anaerobic Digester Building Committee will rank each of the Proposers on the pre-selection list based on the evaluation criteria and interview, and make a recommendation of award to the Mayor of the City of Greenfield as the Awarding Authority on this project.
4. Fee negotiations will take place with the most qualified proposer as determined by the Anaerobic Digester Building Committee and as approved by the Awarding Authority. The selected and approved proposer shall provide the Awarding Authority with a fee proposal that includes a proposed lump-sum fixed fee along with a detailed breakdown of the estimated labor and expenses the successful proposer believes are necessary to perform each task. All related cost information requested by the Awarding Authority shall be furnished by the successful proposer for the purpose of complete disclosure during negotiations. This cost information includes, but is not limited to:
 - a. Percentage of time to be devoted to the project by key individuals, such as the Owner's Project Manager, Clerk of the Works, etc;

- b. Hourly rates for the Owner’s Project Manager’s personnel and the estimated number of hours each will devote to the project;
 - c. An itemized breakdown of all other costs included in the fee proposal.
5. If the City of Greenfield is unable to negotiate a contractual Agreement, including the fee, with the top-ranked finalist, the City of Greenfield will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the City of Greenfield.
 6. The City of Greenfield reserves the right to award the contract to the responsive and responsible proposer who submitted the Qualification submittal which best meets the City of Greenfield’s needs, taking into account the Qualification submittal quality and evaluation criteria. The Awarding Authority’s decision or judgment on these matters shall be final, conclusive and binding.

A. Minimum Evaluation Criteria

Failure to meet the minimum evaluation criteria will result in the immediate rejection of the Qualification submittal and will not be subject to further review.

Minimum Requirements

Proposers must meet the minimum requirements as specified in Section IV.A.

B. Evaluation Criteria

In addition to the minimum requirements set forth above, all Respondents must demonstrate that they have significant experience, knowledge and abilities with respect to public construction projects, particularly involving the construction and renovation of public facilities in Massachusetts.

The following rating system will be used for those Respondents whose proposal meets the minimum submission criteria listed above. Those proposals that do not meet the minimum will be judged unacceptable and not reviewed any further. If any part of a proposal is determined to be unacceptable the proposal will not be reviewed further. The City will evaluate proposal using the following rating system for the listed comparative criteria:

Highly advantageous	5 points	Response excels on the specific criterion
Advantageous	3 points	Response meets evaluation standard for the criterion
Least Advantageous	1 point	Response does not fully meet the criterion or leaves a question or issue not fully addressed
Does Not Meet	0 points *	Does not address the criterion

* Proposal is automatically eliminated from further consideration if “0 points” is received in any category.

NOTE: Responding Proposers are to respond to each of the following criteria in a clearly labeled section of their response to this RFS, in the same order.

The following criteria will be used in the evaluation of the proposal firm to be selected:

- I. Project Management Experience: Successful experience of firm or individual in the role of Owner Project Manager in the Commonwealth of Massachusetts over the last five (5) years:
 - ◆ Experience in completing six (6) or more contracts in the role as an OPM will be considered Highly Advantageous (5 points)
 - ◆ Experience in completing three (3) but less than six (6) contracts in the role as an OPM will be considered Advantageous (3 points)
 - ◆ Experience in completing one (1) but less than three (3) contracts in the role as an OPM will be considered Least Advantageous (1 point)
 - ◆ No experience in the role as an OPM will be considered as Does Not Meet (0 points and elimination from further consideration)

- II. Project Design and Construction Oversight: Ability of firm or individual to begin work immediately and maintain an intensive schedule to meet the City's timetable, and oversee the developer/designer's work as it relates to quality of design, efficiency of design, cost effectiveness, bidding, and construction oversight:
 - ◆ Developing presentation materials for this project and able to devote sufficient resources to complete the project according to the City's timetable, and available by October 14, 2019 to begin contract work will be considered Highly Advantageous (5 points)
 - ◆ Some experience in these areas but information provided leaves uncertainty of ability to devote sufficient resources and to meet the project's timetables, and available by the October 14, 2019 to begin contract work will be considered Advantageous (3 points)
 - ◆ Demonstrate limited construction management or limited design oversight ability, but may be able to devote sufficient resources to complete the project in accordance with City's timetable, and available by October 14, 2019 to begin contract work will be considered Least Advantageous (1 point)
 - ◆ Have not overseen a designer's work as it relates to quality of design, efficiency of design and cost effectiveness or unable to devote sufficient resources to meet the project's timetable will be considered as Does Not Meet (0 points and elimination from further consideration)

III. Team and Key Staff: Qualifications and involvement of key personnel to be assigned to this project and the experience of such personnel in relation to successfully completing the role of OPM for projects similar in size and/or nature:

- ◆ Key staff that have at least seven (7) years of relevant experience in construction and supervision of buildings or an individual within the firm having nine (9) years relevant experience in construction and supervision of construction of buildings in the public sector in the Commonwealth of Massachusetts will be considered Highly Advantageous (5 points)
- ◆ Key staff that have at least five (5) years of relevant experience in construction and supervision of buildings or an individual within the firm having seven (7) years relevant experience in construction and supervision of construction of buildings in the public sector in the Commonwealth of Massachusetts will be considered Advantageous (3 points)
- ◆ Key staff that have less than five (5) years of relevant experience in construction and supervision of buildings or an individual within the firm having less than five (5) years relevant experience in construction and supervision of construction of buildings in the public sector in the Commonwealth of Massachusetts will be considered Does Not Meet (0 points and elimination from further consideration)

IV. Quality of References: References will be evaluated to identify the ability and quality of previous work as an OPM on municipal building projects in the Commonwealth of Massachusetts over the last five (5) years:

- ◆ Achieving successful OPM experience from six (6) or more previous contracts will be considered Highly Advantageous (5 points)
- ◆ Achieving successful OPM experience from three (3) but less than six (6) previous contracts will be considered Advantageous (3 points)
- ◆ Achieving successful OPM experience from one (1) but less than three (3) previous contract will be considered Least Advantageous (1 point)
- ◆ No successful experience in any previous OPM contract will be considered as Does Not Meet (0 points and elimination from further consideration)

V. Quality of Written Materials: Responses will be reviewed in conjunction with any materials provided to determine relative quality, readability, responsiveness to RFQ, and understanding of the projects and the role of the OPM:

- ◆ Proposals that organize their response according to the minimum and comparative criteria in the RFP, make it easy to evaluate the response,

communicate a work plan that demonstrates the manner in which the OPM oversees the designer's work as it related to the quality, efficiency, and cost effectiveness of design, and demonstrate an understanding of the project will be considered Highly Advantageous (5 points)

- ◆ Proposals that demonstrate an understanding of the role of the OPM in similar projects, and that demonstrate an understanding of this project but do not organize their response according to the minimum and comparative criteria will be considered Advantageous (3 points)
- ◆ Proposals that demonstrate an understanding of the role of the OPM in similar projects, but do not demonstrate an understanding of this project, and may have multiple spelling and/or grammatical errors will be considered Least Advantageous (1 point)
- ◆ Proposals that simply reiterate the preliminary scope of services or do not demonstrate an understanding of the role of the OPM for this project, and have multiple spelling and/or grammatical errors will be considered as Does Not Meet (0 points and elimination from further consideration)

VI. Familiarity & Experience with WWTP and/or anaerobic digesters (AD): Team and key staff members' experience managing all phases of development and testing of a WWTP and/or a small AD facility with 50,000 to 250,000 gallons of digestion capacity, familiarity with equipment vendors and suppliers of tanks, pumps, and mixing equipment for a WWTP and/or anaerobic AD systems, and experience with the operation, maintenance, and monitoring performance metrics for an AD operation including integrated engine and flare.

- ◆ Proposal reflects a thorough understanding of building, testing, maintenance, performance, and operation of a WWTP and/or anaerobic digesters. (5 points)
- ◆ Proposal reflects familiarity with some, but not all, of the aspects of building, testing, maintenance, performance, and operation of a WWTP and/or anaerobic digesters. (3 points)
- ◆ Proposal reflects little familiarity with the building, testing, maintenance, performance, and operation of a WWTP and/or anaerobic digesters. (1 point)
- ◆ Proposal reflects no familiarity with the building, testing, maintenance, performance, and operation of anaerobic digesters. (0 point)

C. Work References

(Proposers will be evaluated based upon the answers to the questions posed to references as outlined below).

Reference check list of minimum suggested questions:

1. Did this proposer provide OPM services for you or for the community? When? Do you currently use the proposer for that service?
2. Did the proposer perform the work requested in accordance with the terms of the Qualification submittal and the written contractual Agreement? If not, where were there deviations?
3. How would you describe the working relationship between the Proposer and City officials and/or lead members of the contracting body?
4. Did the proposer adhere to the rules and regulations associated with your business relationship?
5. Overall, on a scale of one to ten, how would you rate the proposer's performance?
6. Would you retain this proposer's services on future projects?

SECTION VI. SUBMISSION REQUIREMENTS

A. Submission

One sealed envelope or container containing an original and five (5) copies of the RFS Qualification submittal marked "**OPM - 20-01 (Re-Issued) ANAEROBIC DIGESTER PROJECT**" must be received per the time frame outlined in the legal advertisement. It is the sole responsibility of the proposer to insure that the Qualification submittal arrives on time and at the designated place. Send/deliver all submissions to: City of Greenfield, Procurement Office, 14 Court Square, Greenfield, MA 01301.

Electronic submissions will not be accepted.

Within your RFS Qualification submittal, please supply each of the following items and clearly structure and label your Qualification submittal:

1. Cover Letter including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
2. Attach a Financial Statement for the two previous calendar years attested by a CPA or Bank Officer. In respect of confidentiality, this may be submitted

(one copy) in a separate envelope. This information will only be used if financial information provided in the Qualification submittal is not adequate to communicate financial capabilities. If you do not provide financial statements, you must include a letter to that effect and provide some other means to determine the financial status of your company.

11. Additional Information

Questions regarding the RFS must be submitted in writing. They may be sent electronically via e-mail and directed to purchasing@greenfield-ma.gov. In the subject line of the e-mail put "Question- Anaerobic Digester OPM". Failure to provide the correct information in the email will deem the question unanswerable, and it will not be considered as part of any addenda.

The deadline for receipt of written questions is **2:00 p.m. on Friday, September 13, 2019**. The Owner will respond to all written questions which in the Owner's sole judgment may have a material effect on the RFS by posting written responses by 2:00 pm, September 24, 2019 on its website, at www.greenfield-ma.gov under "Departments", "Purchasing", and "Current FY20 RFP/RFQ" at <https://greenfield-ma.gov/p/1815/Current-FY20-IFBRFPRFQRFSwww.greenfield-ma.gov> under the title of this RFS.

12. Indemnification

Indemnification

The successful applicant shall agree to indemnify and hold harmless the City of Greenfield and its officers, employees, boards, commissions, agents and representatives against all claims, courses of action, suits, damages and liability of any kind which arise out of the negligence or willful misconduct of the successful applicant or its officers, employees, agents and representatives regarding the project management services to be performed by the successful applicant regarding the development of the Anaerobic Digester construction project.

13. Other Provisions

The Owner reserves the right to modify this RFS, in whole or in part, prior to the date fixed for submission of the proposals, by issuance of an addendum or addenda, which shall be posted on the Owner's website. The Owner may extend the deadline for submission of proposals if, in the Owner's judgment, such extension is necessary for any reason. It is the responsibility of each respondent desiring to submit a proposal to obtain any and all addenda that may be issued in connection with this RFS.

The Owner may cancel or modify this RFS, in whole or in part, or reject all proposals submitted in response to this RFS if such action is determined to be in the best interest of the Owner. The Owner reserves the right to waive any irregularities or requirements, and to negotiate with all respondents, in any manner necessary, in its sole judgment and

discretion, to serve the best interest of the Owner. Proposals that are incomplete, conditioned, or are otherwise not in conformance with this RFS may be rejected at the sole discretion of the Owner.

A proposal may be considered non-responsive if it includes extraneous information not specifically requested in this RFS. Clarity and conciseness of proposal will be valued over sheer volume. The Owner reserves the right to request clarification of any aspect of any submitted proposal or to request additional information that might be required to evaluate a proposal.

By submission of a proposal each respondent acknowledges and agrees that all documentation and or materials submitted shall become and remain the property of the Owner. The Owner shall have the right to use any or all portions of any proposal, as it considers necessary or desirable in connection with the project. By submission of a proposal, the respondent thereby grants to the Owner an unrestricted royalty-free license to use the proposal and all materials submitted therein in connection with the project.

Respondents are advised that, once an award has been made, proposals submitted to the Owner in response to this RFS are considered public records as defined by Massachusetts General Laws, Chapter 4, §7, clause 26.

All expenses and costs, including but not limited to legal costs, associated with developing or submitting a proposal in response to this RFS, or associated with oral or written clarification thereof, including all presentation materials and related costs and travel expenses, shall be born solely by the responding firm, and under no circumstances shall the Owner be responsible for any such cost or expense incurred by any responding firm.

14. OPM Fee

The fee for this project is to be negotiated upon selection. Price or the fee is not a consideration under this proposal. The fee however will include all expenses, direct and indirect, for this project. OPM services resulting from this RFS are subject to available funds. All proposals shall belong to the City of Greenfield. The OPM agrees to comply with all the federal, state and local laws in its performance of its contract with the City of Greenfield. The City's Chief Procurement Officer, in consultation with the Anaerobic Digester Building Committee, reserves the right to negotiate mutually acceptable amendments to the contract arising from the RFS and in particular with respect to additional services.

15. Form of Contract

The selected project manager shall execute a contract with the Owner, which shall be in the form of an Agreement for Professional Services between Owner and Owner's Project Manager (the "Agreement"). At the Owner's sole discretion, the Owner may make minor non-material changes to the form of the Agreement.

Please note that the submission of a proposal in response to this RFP shall be deemed an acceptance of all terms and conditions of the Agreement and an agreement to execute same without revision or modification.

APPENDIX A

TO

REQUEST FOR SERVICES 20-01

FOR

OWNER'S PROJECT MANAGER SERVICES

GREENFIELD ANAEROBIC DIGESTER PROJECT

SCOPE OF SERVICES

SCOPE OF SERVICES

The Owner's Project Manager's scope of work generally involves representing the Awarding Authority and shall act as the Awarding Authority's agent and OPM throughout this project as outlined in MGL Chapter 149, Section 44A ½. As such, the OPM shall be responsible for the total management of the Project as the Awarding Authority's representative and shall report to the Awarding Authority. The OPM's duties shall include, but need not be limited to, providing advice and consultation with respect to design, value engineering, scope of work, cost estimating, general contractor and subcontractor prequalification, pursuant to MGL Chapter 149, Section 44D ½ or 44D 3/4 when applicable, scheduling, bidding, and construction; and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluations of the performance of the design professional, contractors and subcontractors.

The Owner's Project Manager shall be responsible for overall project oversight, including all services associated with the project management of a first-class, publicly constructed building in Massachusetts similar in size and scope to the Project and as described herein. Through observation, advice and consultation, the OPM will endeavor to protect the City of Greenfield against defects, deficiencies in the work, cost additions/overruns and delays in the completion of the project.

The Owner's Project Manager shall not have responsibility for the design or the construction of the project. Such responsibilities shall remain with the Designer and the General Contractor ("Contractor").

The Owner's Project Manager shall provide the following services:

Task 1A. Entire Project

A1. Compliance with all Federal, State, and Local Laws, Rules and Regulations:

Ensure the Project remains in full compliance with all applicable Federal, State and Local laws, rules and regulations, including: the City of Greenfield Designer Selection Procedures, approved November 1, 1996; MGL Chapter 7, Sections 38A ½ - 38M; MGL Chapter 149, Sections 44A - 44M; and this Request for Qualifications for Owner's Project Manager Services.

A2. Consultation with Awarding Authority:

- a. Attend regular meetings with the Anaerobic Digester Building Committee, the Designer, the contractor(s), consultants and engineers during the course of the Project to advise the Awarding Authority on budget, schedule, quality, scope, and all other proprietary issues.

- b. Assist in the preparation of the RFS for the selection of the architect/designer.
- c. Assist the Awarding Authority in evaluating architect/designer proposals using designer selection procedures, determining interview techniques, and negotiating a contract with selected architect.
- d. Oversee and review the architect's work as it relates to the Anaerobic Digester, the quality and efficiency of design, and preparation of architect's schedules and cost estimates.
- e. Define any conflicts in design with the Awarding Authority and make recommendations to the architect and the Anaerobic Digester Building Committee to resolve them.
- f. Set a timeline and schedule for taking the project successfully from design to completion and commission of the Anaerobic Digester.
- g. Review architect's invoices for services rendered and make recommendations for payment.
- h. Review cost estimates and consider, evaluate and recommend value engineering and resource prioritization.
- i. Review the schematic plans, evaluations and specifications for cost effectiveness, constructability issues, review for consistency of documents between overlapping trades, coordination, and compliance with the requirements of M.G.L. Chapter 149, Section 44A-M and all other applicable laws, codes, and regulations.
- j. Serve as the Awarding Authority's representative in the oversight and administration of the design contract, negotiations with the designer if required, the coordination of the design team's activities, and in the provision of leadership with respect to the implementation of the design, bidding and construction phases by all parties. The Owner's Project Manager shall also serve as the Awarding Authority's representative in the oversight and administration of the construction contract, including maintaining certificates of insurance, bonds, and so forth from the contractor, designer, and others as necessary.
- k. Design and engineering oversight: Work with designer and the Anaerobic Digester Building Committee to establish basis for design, system components, equipment and performance for engineering to commence. Work with designer and the Anaerobic Digester Building Committee during engineering process to assure that the design complies with the design and performance expectations of Greenfield. Review and comment for approval all process flow, mass balance, P&ID, site plans, equipment and system layouts, equipment and systems selection, materials, piping and electrical layouts, and monitoring and control system plans.

A3. Cost Estimating and Cost Control Management:

- a. In the absence of a City of Greenfield independent Cost Control Manager, the Owner's Project Manager shall provide cost control management services throughout the duration of the project, including design and construction phases, to control and contain the cost of the project within the limits of the total project cost budget as determined by the Awarding Authority, including life-cycle cost analysis.
- b. The Owner's Project Manager shall also conduct analysis of the anaerobic digester systems and its integration with the WWTP, and design during all design and construction phases of the project. The goal is to reduce both the initial capital cost of the project, reduce long-term operational (life-cycle) costs, and yet maintain the City of Greenfield desired level of quality, utility, function and performance of the facility. A Notice to Proceed to each successive design and construction phase of the project will not be issued by the Awarding Authority until the Owner's Project Manager's analysis concludes that the project is within the total project and/or construction cost budget.
- c. The Owner's Project Manager shall also provide an analysis of all bids from bidders, with recommendations for appropriate Awarding Authority action.

A4. Total Project Budget and Cash Flow Reports:

The Owner's Project Manager shall assist the Awarding Authority and Designer in the preparation of available Grant applications that may be able to reduce project costs. Potential grant and loan opportunities to be researched include; Massachusetts Clean Energy Center - Commonwealth Organics-to-Energy Program; Sustainable Materials Recovery Program (SMRP), Recycling Loan Fund (RLF), and State Revolving Fund (SRF) Loan Program through MassDEP; and \$1 million committed in Economic Development Bond Bill (Acts of 2018 Chapter 228). Review and update, on a monthly basis, the existing total project budget (including estimated construction costs and all "soft" costs anticipated to be associated with the project) during all phases of the work. Advise the Awarding Authority if it appears that the project budget will not be met and make recommendations for corrective action. Develop monthly cash flow reports and forecasts for the total project and advise the Awarding Authority of variances between actual, budgeted and projected project costs. Establish a format acceptable to the Awarding Authority for reporting budget and cash flow information.

A5. Project Invoices and Accounting Records:

The Owner's Project Manager shall review and take appropriate action upon all project-related invoices, including the retainage authorized on Designer [see MGL Chapter 7, Section 38G (d)], and Contractor requisitions. Establish a procedure with the Awarding Authority for the processing of invoices. The OPM shall maintain accounting records on all project-related expenditures, including the Designer's requests for payment, contractor requisitions, furniture, furnishings, and equipment purchases, and the like. Construction-related records shall also include construction base contract work performed under unit costs, change order work performed on the basis of actual costs of labor and materials, change order work performed under unit costs, compliance with prevailing wages, and

compliance with all state and City of Greenfield M/WBE requirements as applicable. All cost documentation and accounting records shall be maintained in a form suitable for submission as may be required, reimbursement, and audit.

A6. Master Project Schedule/Monthly Status Reports:

The Owner's Project Manager shall assist in the development of a Master Project Schedule, and shall advise the Awarding Authority on all schedule issues; monitor all aspects of the project's status and schedule, and advise the Awarding Authority, on a monthly basis at a minimum or more frequently as necessary, when actual or potential constraints to achieving the schedule and/or goals of the Awarding Authority have been created; and make recommendations for corrective action. Among other details, the project schedule shall include all milestones required to submit any required applications for project fund reimbursement and major decisions required by the Awarding Authority. The schedule shall also include the Awarding Authority's occupancy requirements with the appropriate allowance for procurement of technology and equipment.

A7. Communications, Documentation, and Public Meetings:

The Owner's Project Manager shall maintain all project related communications, collect all project-related documentation, and establish and maintain a document control system. The Owner's Project Manager shall establish procedures for reviews, approvals, changes, submittals, RFI's, and a project change log among others. The Owner's Project Manager shall also serve as the Awarding Authority's representative at all project meetings; and shall attend and make presentations as may be required regarding the project at public meetings and forums.

Task 2B. Pre-Design, Design and Construction Procurement Phases

B1. Designer Selection and Negotiations:

- a. The Owner's Project Manager shall provide advice and consultation to the Anaerobic Digester Building Committee to assure that the City of Greenfield receives the highest quality design services for the project, including advice and consultation in the drafting of the Designer Request for Services and Qualifications, Scope of Work and contract documents. This includes compliance with the City of Greenfield Designer Selection Procedures; compliance with MGL Chapter 7, Sections 38A ½ thru 38M regarding the Designer selection process, including the selection of the best qualified Designer for the project, negotiating a fee for design services, and contract negotiations with the successful Designer; and compliance with MGL Chapter 7, Section 40N regarding an affirmative marketing program for state-assisted local projects and the City of Greenfield's Minority or Women Business Enterprise Participation requirements.
- b. The Owner's Project Manager shall establish procedures for the evaluation of the Designer as required by the Massachusetts Division of Capital Asset Management (DCAMM), and shall prepare the Designer's final evaluation for submission to DCAMM, after Awarding Authority approval, at the conclusion of the project.

B2. Additional Pre-Design and Design Requirements:

The Owner's Project Manager shall provide advice and consultation to the Awarding Authority and Designer on a preliminary design review and space needs evaluation, including coordination of participation of all stakeholders, other interested parties; shall assist in the establishment of ensuing design criteria and the development of the project scope; and shall examine alternative solutions.

B3. Design Documents and Cost Estimate Review (also see Section A3):

Review the accuracy and completeness of the design and bid documents and cost estimates as soon as they are prepared by the Designer, the Designer's consultants, and the cost estimator. Promptly notify the Designer, cost estimator, and Awarding Authority of any problems or omissions. Provide materials, labor and help to identify and resolve coordination conflicts in the construction documents. Review construction factors relating to costs and the goals of the Awarding Authority including, but not limited to: alternative designs or materials, including alternative systems, geotechnical studies, life cycle costs, green design concepts, green technology, site use and design issues, value engineering, project phasing, and possible economies of scale opportunities.

B4. Local Officials, Utilities, and Maintenance:

Ensure that the Designer coordinates with, reviews with, and incorporates appropriate input from local officials (i.e. Mayor, Chief Procurement Officer, Anaerobic Digester Building Committee, DPW WWTP, City Engineer, various City Committees/Boards, inspectional services, fire department, police department, utilities, etc.) as appropriate for the building systems, safety, operation, and maintenance.

B5. Value Engineering (also see Section A3):

Participate in the value engineering process to assure that construction materials and methods specified are the most appropriate and cost effective for their application. Identify for the Awarding Authority's consideration any changes in design which reduce the cost of construction while satisfying the Awarding Authority's requirements. Analyze schedule implications of alternative building and mechanical systems and other design element changes as may be proposed during the design phase. If at any point in the design process, projected cost estimates exceed construction or project cost limits, recommend to the Awarding Authority appropriate reductions/changes in scope to remain within budget.

B6. Construction Planning:

Identify and assist in procurement of additional design consultants if required. Identify long-lead items, including Awarding Authority provided items, and make appropriate recommendations to the Awarding Authority and the Designer for inclusion of such items of material or equipment in the Designer's specifications. Ensure that the Awarding Authority identifies such items in any notices to proceed issued to contractors. Make recommendations to the Awarding Authority and the Designer to expedite procurement of long-lead items in order to ensure delivery by the required dates. Incorporate detailed procurement data into the project schedule updated monthly.

B7. Bonds and Insurance Certificates (also see Section A2.b.):

The Owner's Project Manager shall receive certificates of insurance and, where applicable, bonds from all parties required to provide them, such as the Designer, the Contractor, their various consultants and subcontractors, and vendors, and forward them to the Awarding Authority. The OPM shall develop and maintain a bonding and insurance log identifying all parties required to provide bonds or insurance and noting certificates received, coverage expiration dates, and renewal status. Copies of such logs shall be provided to the Awarding Authority on a regular basis.

B8. Constructability Review / Review of Contract Documents:

Review the project drawings and specifications. Promptly notify the Designer, and the Awarding Authority of any design problems or omissions identified in the drawings and specifications. Help to identify and resolve coordination conflicts in the construction documents.

B9. Special Services:

The Owner's Project Manager shall be responsible, with the Awarding Authority's approval, for selecting, retaining and coordinating the professional or other services of special consultants, contractors, and testing laboratories required for the Project and/or provided by the Designer or Contractor (i.e., project photos, existing condition surveys, and so forth), technical services to assess performance standards, testing, operation, and staff training.

B10. Permits, Licenses, and Approvals:

Working with the Awarding Authority's counsel, the Designer, and others, the Owner's Project Manager shall maintain, and monitor the master list of federal, state, and local permits, licenses and approvals required for the Project and shall update it as necessary through project completion identifying each permit, the party responsible for obtaining it, and status. This may include, but may not be limited to:

- a. City of Greenfield Planning Board (Site Plan Review)
- b. City of Greenfield Zoning Board of Appeals
- c. City of Greenfield Building Commissioner
- d. City of Greenfield Department of Public Works
- e. City of Greenfield Conservation Commission
- f. City of Greenfield Fire Department

B11. Meetings:

The Owner's Project Manager shall attend regular meetings with the Anaerobic Digester Building Committee and take minutes at these meetings. Attendance is also required at all pre-bid and pre-construction meetings.

B12. Public Forums and Presentations:

At the Awarding Authority's request, the Owner's Project Manager shall prepare for and attend administrative and/or public meetings to provide project information and inform public forums of details about the project.

B13. Construction Mitigation Plan:

The Owner's Project Manager shall develop, in consultation with the Awarding Authority and interested citizens, a detailed program to monitor and mitigate the impacts of project construction on nearby residents, businesses, abutters and the neighborhood. Safety is paramount.

B14. Construction Procurement (Bidding) Phase:

- a. Assist the Awarding Authority in the development of procurement strategy. Prepare for the Awarding Authority's review of all bid and contract documents. Assist the Designer and Awarding Authority with the General Contractor and Sub-Contractor bid process as required by MGL Chapter 149, Sections 44A - 44M; the certification of General Contractors and Sub-Contractors as required by MGL Chapter 149, Section 44D. The timeliness of the presented review should allow for an appropriate time frame for the procurement process.
- b. Coordinate a pre-bid conference with the Designer. Provide a review of each addendum for the Awarding Authority prior to the receipt of all bids. In conjunction with the Designer and Procurement Officer, evaluate the qualifications of the apparent low bidders, evaluate the bids for completeness, full responsiveness and make recommendations to the Awarding Authority for the award of the contracts or rejection of the bids.
- c. Review all construction bids for the purpose of advising the Awarding Authority as to whether the bids are based upon the payment of the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development, and federal wage rates as established by the Davis-Bacon Act if applicable; compliance with State and City of Greenfield M/WBE requirements; and in conformity with public building construction requirements. The Owner's Project Manager shall inform the Awarding Authority of any bid, which does not realistically appear to contemplate either the actual payment of said prevailing wage rates to laborers to be employed on the project, or to meet mandated M/WBE requirements.
- d. Assist the Awarding Authority and the Designer with bid protests, re-bidding and/or renegotiating contracts. Assist the Awarding Authority and the Designer with a pre-award conference with the successful bidder and with preparing construction contracts.

Task 3C. Construction Phase

C1. Clerks of the Works:

Subject to the Awarding Authority's approval, develop a job description for and retain, supervise and manage a Clerk of the Works for daily full-time construction monitoring of all the anticipated construction. Said job description shall be consistent with the best interests of, and be approved by, the Awarding Authority. Tasks shall include keeping a daily log containing a record of weather, the contractor's work on the site, number of

workers, safety status on the Project, equipment in use, work accomplished, contractor materials stored, problems encountered, verbal instructions and interpretations given to contractors, as well as scheduling and coordinating all required testing and other similar relevant tasks. The Clerk of the Works shall also monitor the storage and protection of Awarding Authority purchased materials and equipment.

C2. Design and engineering oversight: During construction, assist Greenfield in tracking construction progress with designated construction manager to reach designated milestones. Attend construction meetings, inspect construction progress, review equipment and system purchases and lead time on equipment deliveries, warranties and guarantees. Participate in start-up and commissioning of systems to determine acceptance. Oversee the development of an operations manual, on-going testing and performance metrics and coordinate training of operators.

C3. Job Meetings:

The Owner's Project Manager shall attend all construction job progress meetings with the Designer, the Contractor, the Clerk of the Works, and/or other persons, as necessary or appropriate, at reasonable times and places to discuss procedures, progress, problems, scheduling, and the like. At all such meetings, the OPM shall act as a representative of the Awarding Authority. The OPM shall work with the Designer to set up a schedule for such meetings. Meeting minutes shall be prepared by the Designer and reviewed by the OPM on the Awarding Authority's behalf. The OPM shall identify any significant issues of work quality, contract performance, scheduling and work progress raised at the job meetings in a monthly (or as appropriate) progress report to the Awarding Authority. The OPM shall present, at the next job meeting, any significant issues not included in the minutes of the previous meeting.

C4. Applications for Payment:

- a. In coordination with the Designer and Clerk of the Works, the Owner's Project Manager shall review the contractor's draft application for payment, or "pencil requisition", together with any supporting data requested by the Awarding Authority or submitted by the Contractor. The OPM shall provide written comments thereon to the Designer and Awarding Authority, with recommendations as to the amounts due. The OPM shall also review and comment on vendor requisitions, including those of testing companies, utility companies and equipment or furnishing providers. The OPM shall request through the Designer that the Contractor provide the appropriate subcontractor lien waivers as the Project progresses.
- b. In coordination with the Designer and Clerk of the Works, the Owner's Project Manager shall review all contractor and sub-contractor payrolls for compliance with all federal and state prevailing wage rates, and state and City of Greenfield M/WBE requirements.

C5. Performance Monitoring:

The Owner's Project Manager with the assistance of the Clerk of the Works shall monitor and observe the performance of the work and quality assurance program, and shall make recommendations to the Awarding Authority and the Designer with respect to rejection of work which, in the OPM's opinion, does not conform to the Contract Documents. The OPM shall endeavor to obtain satisfactory performance from the General Contractor, and shall recommend a course of action to the Awarding Authority when requirements of a contract or the Awarding Authority's construction mitigation plan are not being fulfilled. Particular attention shall be paid to work compensated by means of unit prices (ledge removal, if any, trenching, and the like), time and material activities, and so forth.

C6. Changes in the Work:

The Owner's Project Manager shall prepare and maintain a master project change log, incorporating all change directives, change orders, change requests, and change proposals, noting who initiated same and status, and recording estimated cost and final cost. The OPM shall review all change orders and shall, when requested by the Awarding Authority, identify sufficient funds and negotiate on behalf of the Awarding Authority with all parties involved. It is a goal of the City of Greenfield to keep the number of changes to a minimum.

All Change Orders must be in writing and approved by the Awarding Authority. The OPM shall distribute updated copies of the master project change log to the Awarding Authority, the Designer and the Contractor on a monthly basis.

C7. Claims:

The Owner's Project Manager shall assist the Designer in the review, evaluation, resolution and documentation of claims including but not limited to claims for additional time, claims for additional cost, claims for concealed or unknown conditions, and claims for errors or omissions in the plans and specifications, and demands for direct payments. The Owner's Project Manager shall provide all support and assistance necessary in any claims related matters or litigation.

C8. Submittals and RFI's:

In collaboration with the Designer, the Owner's Project Manager shall establish, implement and advise the Contractor on procedures for expediting, processing and obtaining the Designer's approval of shop drawings, product data, and submittal logs for identification of scheduling issues and provide comments thereon to the Designer. The OPM shall make recommendations to the Awarding Authority and the Designer with respect to the use of substitutions and monitor status of submittals through the general contractor's submittal logs.

C9. Construction Schedule:

During construction the Owner's Project Manager shall review the construction schedule furnished by the Designer, Consultants, and the General Contractor. The OPM shall obtain and promptly review monthly updates of the general status of schedule milestones, schedule slippage, recommended site "walk-throughs", and other noteworthy information. If an update indicates that the previously approved project construction schedule might

not be met, the OPM shall bring such issues to the attention of the Awarding Authority immediately and recommend corrective action.

C10. Special Services:

The Owner's Project Manager shall be responsible, with the Awarding Authority's approval, for selecting, retaining and coordinating the professional or other services of special consultants, contractors, and testing laboratories required for the Project and not provided by the Designer or General Contractor; and shall assist the Awarding Authority with the selection and procurement of furniture, fixtures and equipment (FF&E).

Task 4D. Project Closeout and Move-In Phase

D1. Coordination of Awarding Authority's Purchases of Materials and Equipment, and Moving and Relocation Activities:

The Owner's Project Manager shall coordinate, schedule and monitor the delivery, storage, protection, final placement or installation and security of purchased materials, systems and equipment (FF&E) that are a part of the Project until such items are incorporated into the Project, or accepted for beneficial use by the Awarding Authority. The OPM shall maintain complete records related to such items including specifications, vendor contracts and purchase orders.

D2. Other Construction-Related Records:

The Owner's Project Manager shall maintain a file for the building project throughout the duration of the project. The file shall include all project contracts, drawings, specifications, addenda, change orders and other documentation of construction, including copies of approved shop drawings, product data, samples, warranties, guarantees, certification manuals, valve charts, photographic documentation, and similar required submittals. All documents shall be organized in good order and marked to record changes and selections made during construction. The OPM shall make all such records available to the Designer and upon completion of the Project shall deliver one complete set to the Awarding Authority in an inventoried, organized format approved by the Awarding Authority, suitable for immediate use.

D3. Testing and Start-Up:

With the Designer, Consultants, the Department of Public Works Director, and the City Engineer, the Owner's Project Manager shall ensure procurement of utilities; and shall schedule, coordinate and observe the contractor's final testing, flushing, commissioning and start-up of utilities, operational systems and equipment.

D4. Training:

The Owner's Project Manager shall coordinate instructional visits and training of City staff by equipment representatives and/or consultants.

D5. Substantial Completion:

When the Designer considers the contractor's work, or a designated portion thereof substantially complete, the Owner's Project Manager shall jointly with the Designer

prepare for the Contractor a list of incomplete or unsatisfactory items and a schedule for their completion. The OPM shall assist the Designer in conducting inspections to determine whether the work or designated portion thereof is substantially complete, and preparing any resultant punch list as well as help where possible to expedite the completion of the work in accordance with project schedule.

D6. Final Completion:

Following the Designer's Issuance of a Certificate of Substantial Completion for the work or designated portion thereof, the Owner's Project Manager shall coordinate the correction and completion of the remaining work for inspection by the Designer. The OPM shall evaluate the completion of the work and make recommendations to the Designer in conducting final inspections. The OPM shall make recommendation to the Awarding Authority with respect to release of any funds retained from the General Contractor and Designer.

Task 5E. Post Construction Phase

E1. Evaluations:

Within 45 days after completion of the project, the Owner's Project Manager shall prepare evaluations of the Designer, Contractor and Sub-Contractors for Awarding Authority review and approval, and submittal to DCAMM. The evaluations will be completed using DCAMM standard evaluation forms, and the information contained therein shall be certified by the Owner's Project Manager that it represents a true and accurate analysis of their performance record on this project. For Designer evaluations see MGL Chapter 7, Section 38E (g); for Contractor evaluation see MGL Chapter 149, Section 44D (7); and for Sub-Contractor evaluation see MGL Chapter 149, Section 44D (16).

E2. Special Services:

The Owner's Project Manager shall provide services as necessary to monitor and assist in any required project audit; shall develop and monitor all warranty period assessments and work until turned over to the Awarding Authority and/or Department of Public Works personnel; shall assist the Awarding Authority with any commissioning requirements, ceremonies and logistics if required; and shall conduct a commissioning post-occupancy evaluation for the Awarding Authority.

APPENDIX A

TO

REQUEST FOR SERVICES

FOR

OWNER'S PROJECT MANAGER SERVICES

GREENFIELD ANAEROBIC DIGESTER PROJECT

PROPOSED AGREEMENT

PROPOSED AGREEMENT

CITY OF GREENFIELD, MASSACHUSETTS

**AGREEMENT BETWEEN
THE OWNER'S PROJECT MANAGER
AND
CITY OF GREENFIELD**

Note: Contract sample only – contract terms to be negotiated after scope of services fee agreed upon.

The AGREEMENT made this ___ day of ____, 2019, by and between the City of Greenfield, 14 Court Square, Greenfield, Massachusetts 01301, hereinafter referred to as the "City", and _____, with legal address and principal place of business at _____, hereinafter referred to as the "OPM" (Owners Project Manager).

Witnesseth: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the City of Greenfield, the OPM hereby agrees to provide design services to the City, as specified in this Agreement, for a not to exceed lump sum price specified for all tasks as defined in the Request for Qualifications for the Greenfield Anaerobic Digester Project, including the Scope of Services, as shown in Appendix "A" therein, and attached and incorporated herein by reference.

1. Description of Scope of Services (Appendix "A") and Price:

Total Lump Sum Price: (\$) _____

Task 1A Entire Project: (\$) _____

Task 2B Pre-Design, Design and Construction Procurement Phase: (\$) _____

Task 3C Construction Phase: (\$) _____

Task 4D Project Close-Out and Move-In Phase: (\$) _____

Task 5E Post Construction Phase: (\$) _____

NOW, THEREFORE, the OPM, for the compensation set forth, agrees to furnish professional consultation and advice regarding design and construction services to the City as the Owner's Project Manager with responsibility as set forth herein and for the defined Scope of Services for the GREENFIELD ANAEROBIC DIGESTER Project. The OPM shall coordinate all efforts through the City's designee. The OPM shall provide competent design, construction and other associated services as delineated herein and in the Scope of

Services for the project in accordance with accepted standards of the profession, to achieve maximum value for the City's design and construction dollar.

SECTION ONE: Terms and Conditions

The City hereby contracts with OPM to provide design services and associated work specified herein upon the terms and conditions hereinafter stated for the duration of the project. The duration of this contract is estimated to be approximately eighteen (18) months from Award of this Agreement to Project Completion and Grand Opening of the new facility.

There will be an exit interview as part of the closing of this project. During this review the final documents will be discussed along with relevant issues concerning the nature of the work and the recommendation for new or revised procedures.

All information acquired by the OPM from the municipality or from others at the expense of the municipality in performance of the Agreement, shall be and shall remain the property of the municipality. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the OPM for delivery to the City shall be and shall remain the property of the City upon payment thereof.

The OPM agrees that he/she will use this information only as required in the performance of this Agreement and will not, before or after the completion of this Agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the City, provided that the OPM shall be permitted to retain a copy of such information for purposes of documenting the Services.

The City and the OPM shall cooperate in maintaining good public relations throughout the period of this project. The OPM may be asked to conduct a public information program that addresses the scope and objective of the project as outlined in the Scope of Services. All public information activities should emphasize the responsibilities of the various participants, the methodology employed, and the overall goals of the project.

The Agreement shall be subject to Force Majeure considerations, and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations, shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the City. In the event that the extension is not possible, the OPM may be required to rebate to the City a portion of the fee.

It is agreed, however, that since performance dates of this Agreement are important to the implementation of requested services, continued failure to perform for periods aggregating

thirty (30) or more days, even for causes beyond the control of the OPM, shall be deemed to render performance impossible, and the City shall thereafter have the right to terminate this Agreement in accordance with the provisions of the section entitled "Termination of Agreement."

To the extent that the terms of this Agreement are inconsistent with the Request for Qualifications for the GREENFIELD ANAEROBIC DIGESTER Project, including the Scope of Services, as shown in Appendix "A" therein, the terms of this Agreement shall govern.

SECTION TWO: Contractual Agreement Documents

This Agreement shall include the following documents that are attached hereto and incorporated by reference:

Request for Services (RFS) for the Greenfield Anaerobic Digester Project and all appendices thereto, including APPENDIX "A" Scope of Services; and

OPM's Qualifications Submittal dated September 24, 2019; and

OPM's Schedule of Costs and Deliverables dated _____.

SECTION THREE: OPM Warranties and Representations

OPM represents that it will provide the services described above in a professional and efficient manner.

Any instance where the OPM is unable to perform as required by this Agreement should be reported directly to the City or designee. His/her direction from that point will dictate the actions of the OPM.

SECTION FOUR: Compensation and Payment Terms

Compensation and payment terms are to be determined.

Should it become impossible for a contracted individual employed by the OPM to complete his/her duties, for a reason such as termination of employment, any change in the OPM's staffing as outlined below will be subject to the approval of the City or its designee. The City or its designee shall notify the OPM within fifteen (15) days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced.

Payment will be made monthly upon submittal and approval of invoices, subject to applicable retainage. Work under this Agreement shall not exceed \$_____ during the contracted period without the prior written authorization of the City. In the event that the Project is delayed, extended, or significantly modified in scope, the OPM's fee shall be equitably adjusted.

All such invoices will be paid promptly (no later than 30 days) by the City unless any items thereon are questioned, in which event the questioned portion of the payment will be withheld pending verifications of the amount claimed and the validity of the claim.

The City will notify the OPM of any questions within five (5) working days of receipt of an invoice. OPM shall provide complete cooperation during any investigation.

Invoices should refer to the Agreement Title and should be submitted to the following address:

City of Greenfield
Chief Procurement Officer
14 Court Square
Greenfield, MA 01301

A budget status report shall accompany the invoice summarizing each task identified in the OPM's Schedule of Costs and Deliverables, budget expended to date, percent of work completed to date, and retainage.

SECTION FIVE: Termination of Agreement

Subject to the provisions explaining Force Majeure, if the OPM shall fail to fulfill in a timely and satisfactory manner its obligations under this Agreement, or if the OPM shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the OPM, then the City shall thereupon have the right to terminate this Agreement by giving written notice to the OPM of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

SECTION SIX: Insurance

General - The firm/individual shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried should not be less than the kinds and amounts designated herein, and the contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the City, the provider shall indemnify, defend and hold harmless the City of Greenfield, its elected or duly appointed offices, directors and employees, against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon negligent or intentional acts or omissions of the provider, its employees or its agents in providing its services to employees of the City of Greenfield or their dependants pursuant to the agreement.

Level of insurance must adequately cover the liability exposure of project site and is subject to City of Greenfield approval.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this Agreement, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the contractor.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the firm/individual.

All Insurance coverage shall be placed with such company as may be acceptable to the City of Greenfield and shall constitute a material part of the contractual documents.

The City of Greenfield and its employees must be named as an additional insured and as a certificate holder on each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the Agreement. Upon execution of the Agreement the firm/individual will provide copies of certificates of insurance to the City of Greenfield Purchasing Department.

Proposer will indemnify and save harmless the City of Greenfield and its employees against any and all claims for damages on account of personal injury, death and/or property loss by any act of omission due to negligence of the Proposer, its agents, or employees to any property of or under the control of the City of Greenfield during the term of, or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings which shall be brought or instituted against the City of Greenfield on account of any such claims, Proposer shall indemnify and save harmless the City of Greenfield. However, should the claim be due to the negligence of the City of Greenfield, and/or its employees, Proposer will be held harmless.

Comprehensive General Public Liability, Property Damage Liability Insurance and

Comprehensive Professional Services Liability/Errors and Omissions Insurance

The firm/individual shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one accident, a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of injury or destruction of property during the policy period.

The firm/individual shall also carry Comprehensive Professional Services Liability/Errors and Omissions Insurance coverage in an amount no less than Two Million Dollars (\$2,000,000.00), or ten percent (10%) of the project's estimated cost of construction, whichever is higher.

Automobile Liability and Property Damage Insurance - The Contractor shall carry standard Automobile Liability Insurance covering all owned vehicles at sufficient levels to cover all damages incurred or caused by contracted employees of the awarded Contractor.

Workers' Compensation Insurance

A firm or incorporated business shall carry Workers Compensation Insurance as required by the Massachusetts General Law c. 152, Section 25.

SECTION SEVEN: Future Works

Work required beyond the Scope of Services in this Agreement, including additional analysis, meetings, or liaison will be completed by the OPM if requested in writing by the City. Such changes, including an increase or decrease in the amount of compensation, which are mutually agreed upon in writing by the City and the OPM shall be incorporated as written amendments to this Agreement.

SECTION EIGHT: Controlling Law

The OPM agrees to comply with all applicable local, state and federal laws, regulations and other orders relating to completion of this Agreement. The laws of the Commonwealth of Massachusetts shall govern this Agreement.

SECTION NINE: Equal Employment Opportunity Anti-Discrimination Program

During the performance of this Agreement, the OPM, for him/herself, his/her assignees, and successors in interest, agree as follows:

- A. The OPM, in the performance of all work after award and prior to completion of the contractual work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rental of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

The OPM by signing the Agreement offered by the City agrees to abide by the above paragraph to the best of his/her ability.

SECTION TEN: Entire Contract

This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior and contemporaneous written agreements between the parties and their predecessors in interest regarding the subject matter of this Agreement. The Agreement may not be changed, altered, amended, modified or terminated orally, except as specifically provided, and any such change, alteration, or modification must be in writing and executed by the parties hereto.

SECTION ELEVEN. Assignment

The OPM shall not make any assignment of this Agreement without the prior written approval of the City.

SECTION TWELVE: Notices

Whenever any provision of this Agreement requires the giving of written notice to the City, it shall be deemed to have been validly given if delivered by person or by registered mail to the following: City of Greenfield, Mayor, 14 Court Square, Greenfield, MA 01301. For purposes of this Agreement, the City’s representative shall be the Mayor or his designee.

IN WITNESS WHEREOF, the parties executed this Agreement under their several seals the day and year first written above.

FOR CORPORATION

CITY OF GREENFIELD, by its Mayor

(Authorized Signature)

William Martin

APPROVED AS TO FORM:

FOR CONTRACTING DEPARTMENT:

City Solicitor

(Department Head)

CITY AUDITOR who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this contract.

PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply.

APPENDIX B
TO
REQUEST FOR SERVICES
FOR
OWNER'S PROJECT MANAGER SERVICES
GREENFIELD ANAEROBIC DIGESTER PROJECT

CERTIFICATIONS

Certification that State Taxes are Filed and Paid

Pursuant section forty-nine A of chapter sixty-two C of the general laws, the following certification must be completed and attached to the bid or proposal: I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My Social Security number (voluntary) or Federal Identification number is: _____

BY: _____

Signature of Individual/Corporate Name (Mandatory)

Corporate Officer (Mandatory, if applicable)

DATE: _____

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

Certification of Non-Conflict of Interest:

The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is peculiarly interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise there from; and further that no official or employee of said governmental body will receive any commission, discount, bonus, gift, contribution, or reward from or share in the profits of any person making or performing such contract. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
Name of person signing bid or proposal

Typed: _____
Name of Business

Date: _____

**City of Greenfield
GREENFIELD, MASSACHUSETTS 01301**

NON COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

M _____ being first duly sworn deposes:

(1) He is the _____ of _____ the Bidder that has submitted the attached bid:

(2) He is fully informed respecting the preparation and contents of the attached bid and all of pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenfield, Massachusetts or any persons interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me this _____ day of _____

Title: _____

My Commission Expires: _____

Signed: _____