



CITY OF GREENFIELD, a/k/a TOWN OF GREENFIELD
GREENFIELD, MASSACHUSETTS

RFS TITLE: Request for Services (RFS) Owner's Project Manager
Parking Garage

RFS #: 16-04

DATE OF ISSUANCE: July 29, 2015 at 10:00 a.m.

RESPONSE DATE: August 28, 2015 at 2:00 p.m.

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

As of 10:00 a.m. on July 29, 2015 copies of this RFS for Greenfield- Parking Garage Owner's Project Manager (OPM) may be obtained from the Town of Greenfield website at www.Greenfield-ma.gov under "Departments", "Purchasing", "Active Bids/RFQ/RFP" or electronically by contacting the Purchasing Department of the Town of Greenfield at purchasing@greenfield-ma.gov or by calling A. LaBonté at (413) 772-1560 x-6136 for additional information.

Proposals must be submitted in a sealed envelope marked "Greenfield – Parking Garage OPM Services". See Section II for details.

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

Request for Services (RFS)
Town of Greenfield

Owner's Project Manager
Construction of a Parking Garage

July 2015

The Town of Greenfield seeks services of a qualified "Owner's Project Manager" 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 of the construction of a Parking Garage.

The Town 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. Greenfield is a growing Town, having been chosen for tens of millions of dollars in new private and public investment. To provide adequate parking for downtown projects, the Town of Greenfield wishes to construct a Parking Garage across the street from the regional transit center and within 2 minute's walking distance to the new courthouse. The garage is expected to accommodate approximately 325 vehicles on a short and long-term basis. The estimated total project cost is \$9,000,000.

The OPM services will include all activities necessary to efficiently manage the design, construction, 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 or 149A, Construction at Risk.

As of 10:00 a.m. on July 29, 2015 copies of this RFS for Greenfield- Owner's Project Manager Services may be obtained from the Town of Greenfield website at www.Greenfield-ma.gov under "Departments", "Purchasing", "Active Bids/RFQ/RFP" or electronically by contacting the Purchasing Department of the Town of Greenfield at purchasing@greenfield-ma.gov or by calling A. LaBonté at (413) 772-1560 x-6136 for additional information.

Advertisement to be published in the Greenfield Recorder
and in the Central Register on, Wednesday, July 29, 2015

REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES (RFS)

I. GENERAL OVERVIEW

A. Introduction

The Town of Greenfield, Massachusetts, ("Owner"), acting through the 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 Parking Garage in its downtown area ("Project). The total project cost is estimated to be \$9,000,000-\$10,000,000.

Contrary to many municipalities in the Commonwealth, Greenfield is a growing Town, having been chosen for tens of millions of dollars in new private and public investment. The Bank Row Urban Renewal Zone has turned historic downtown buildings into new storefronts and loft apartments. New infrastructure includes a regional transit center with proposed Amtrak service along the Burlington-New York-Washington corridor as soon as 2015 and a new \$60M Franklin County Courthouse expected to be completed by 2017.

To provide adequate parking for these and other downtown projects, the Town of Greenfield wishes to construct a Parking Garage across the street from the regional transit center and within 2 minute's walking distance to the new courthouse. Located at the intersection of Bank Row and Olive Street, the garage is expected to accommodate approximately 350 vehicles on a short and long-term basis. Greenfield was one of the first Green Communities in the Commonwealth and a Parking Garage was recognized as a priority in the 2013 Sustainable Master Plan, therefore, any structure should be LEED certified and, where possible, utilize the most up-to-date sustainability principles. The Town has secured approximately 50% of the estimated cost of the project from the state and expects to finance the additional cost through grants and revenue bonds.

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

The Town 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 Town is governed under a home-rule charter, which vested executive power and responsibility in an elected Mayor, who serves a four-year term. Legislative power is vested in a 13-member Council of which nine members are elected from the Town's nine precincts and four are elected at large. Members of the Council are elected every 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.

C. Project Description

The project consists of designing and building a Parking Garage across the street from the regional transit center and within 2 minute's walking distance to the new courthouse. Located at the intersection of Bank Row and Olive Street, the garage is expected to accommodate approximately 325 vehicles on a short and long-term basis. The Town wishes it to be LEED certified and utilize the most up-to-date sustainability principles. The total project cost is estimated to be \$9,000,000-\$10,000,000.

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:

- 7/29/2015 RFS Issued and advertised
- 7/29/2015 Posted in Central Register
- 7/29/2015 Advertised in *the Recorder*
- 8/19/2015 Last Day for Questions
- 8/28/2015 Responses to Owner Project Manager RFS Due
- 9/1/2015 Begin Review of Owner Project Manager RFS Responses
- 9/9/2015 Begin Interviews for Pre-Selected Candidates
- 9/14/2015 Committee Recommends Owner's Project Manager for Approval

SECTION III. QUALIFICATION SUBMITTAL INSTRUCTIONS

A. Instructions to Proposers

1. The Town 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 Town of Greenfield, or if it is otherwise in the best interest of the Town of Greenfield.
2. The Town of Greenfield may request that supplementary information be furnished to assure the Town 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 Attachments. 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 Town 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 Town 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 Town 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 Town of Greenfield Parking Garage 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 Town of Greenfield. The Purchasing Agent will be the sole judge in determining whether a proposer's Qualification submittal satisfies the requirements of this RFS and whether or not the Qualification submittal will prove advantageous to the Town of Greenfield. Assuming successful fee negotiations, the selected proposer will be under contractual Agreement to the Town 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 or faxed to the Purchasing Agent only, prior to the deadline stated in Section II, Key Project Dates and Schedule, in order to afford the Town 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 who 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 Town of Greenfield unless otherwise notified by the Town 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 Town 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 Town. In the event that the extension is not possible, the provider may be required to rebate to the Town 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 Town 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 Town 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 Town 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 Town, the provider shall indemnify, defend and hold harmless the Town 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 Town 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 Town 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 Town of Greenfield and shall constitute a material part of the contractual documents.

The Town 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 Town of Greenfield.

Proposer will indemnify and save harmless the Town 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 Town 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 Town of Greenfield on account of any such claims, Proposer shall indemnify and save harmless the Town of Greenfield. However, should the claim be due to the negligence of the Town 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 Town of Greenfield or his 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 Town of Greenfield, an applicant preliminarily selected as a candidate for an Agreement shall be required to interview with the Parking Garage

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 09/09/2015.

Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded proposer or any other candidate asked to be interviewed. The Town 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 Town 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.

I. Miscellaneous Information

All information acquired by the Proposer from the Town of Greenfield, or from others at the expense of the Town 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 Town of Greenfield shall be and will remain the property of the Town of Greenfield.

The Proposer agrees that he 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 Town 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 Requirements

The Parking Garage Building Committee shall reject Qualification submittals which do not meet the following certain minimum requirements:

1. 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). Documented wastewater treatment plant building design experience on a minimum of three (3) projects during the past five (5) years is also preferred.
2. 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.
3. 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.
4. Not be debarred under M.G.L., chapter 149, section 44C, or disqualified under M.G.L., chapter 7, sections 38E and/or 38H.
5. Submittal must contain a response containing all qualification and supporting data to the minimum criteria and the twenty (20) comparative evaluation criteria stated in Section V under a clearly marked tab and subsections, in the same order.

6. 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.
7. 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).
8. The proposer must have signed the Certificate of Non-Collusion and the State Taxes Certification Clause, and all other required submittal forms and shall include them in the Qualification submittal package.
9. The Qualification submittal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
10. 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.

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. 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 consultants 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 Town of Greenfield. The Mayor of the Town 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 Town of Greenfield.

C. Technical Scope of Services

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

D. Additional Narrative Information

1. Summarize what you believe your company offers that is unique from other companies in this field.
2. Provide at least five (5) references with contact phone numbers from other municipalities where similar work has been done.
3. List the anticipated amount of support services and/or documents the Town of Greenfield would be required to provide.

E. Miscellaneous Requirements

Public Relations. The Town 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 Town 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 Parking Garage Building Committee for this project has been appointed by the Mayor for the Town of Greenfield.
2. The Town 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 Parking Garage Building Committee using the selection criteria outlined in this section.

3. Based upon the ranked proposals, the Parking Garage Building Committee will select the highest ranked submittals (3 minimum), to be interviewed jointly by the Parking Garage Building Committee. Relevant Town officials may also be included in this interview process. If less than three (3) applications are received, the Town may elect to re-advertise.
 - a. After the interview process, the Parking Garage 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 Town of Greenfield as the Awarding Authority on this project.
4. Fee negotiations will take place with the most qualified proposer as determined by the Parking Garage 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 Town of Greenfield is unable to negotiate a contractual Agreement, including the fee, with the top-ranked finalist, the Town of Greenfield will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Town of Greenfield.
6. The Town of Greenfield reserves the right to award the contract to the responsive and responsible proposer who submitted the Qualification submittal which best meets the Town 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. Comparative Evaluation Criteria

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:

1. Capability to perform all or most aspects of the project, including such concerns and expertise needed in project management, planning, environmental evaluations, financial analysis, proposal design, value management, construction procurement and management, and mechanical, electrical, and civil engineering.
2. Recent experience in building projects comparable to the proposed project. Proposer to address:
 - a. Relevant building construction and project management experience;
 - b. Other community center and ice rink construction experience;
 - c. Other experience of similar size and scope.
3. Reputation for personal and professional integrity and competence:
 - a. Verification through reference checks.
4. Evidence that the proposer has established and implemented an Affirmative Action Program.
5. Key personnel's professional qualifications, background, caliber and availability for project.
6. Current and anticipated workload.
7. Recent experience in construction projects including energy conservation, life-cycle costing, and green buildings.
8. Capability to conduct cost estimating and value management for this project.
9. Demonstrated ability to meet schedules or deadlines.
10. Capability to work with owners, designers and construction contractors to ensure completed projects without having major cost and time escalations or overruns.
11. Qualifications and experience of outside consultants regularly engaged by the proposer.
12. Quality of Projects previously undertaken.
13. Familiarity with and proximity to the geographic location of this project.

14. Knowledge of Commonwealth construction procurement laws, regulations, policies, and procedures, particularly as they pertain to municipal building projects.
15. Capability of a branch office, if used, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from home office.
16. Demonstrate an understanding of the project's potential problems and the Town of Greenfield's special concerns, including any recommended modifications to the Scope of Services believed to be necessary or appropriate to the successful completion of the project.
17. Degree of interest shown in undertaking the project.
18. Capability to work with selected designers to ensure the incorporation and blend technical, aesthetic and design concepts, while accomplishing basic requirements for facilities that meet functional, safety, public and efficiency needs of the Town of Greenfield.
19. Capability to furnish qualified Clerks of the Works for construction projects.
20. Sensitivity to needs of the Town of Greenfield.

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 the specified 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 Town 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. QUALIFICATION SUBMISSION REQUIREMENTS

A. Submission

One sealed envelope or container containing an original and six (6) copies of the RFS Qualification submittal marked "**OPM - PARKING GARAGE 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.

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.

B. Contact Information

Clarification and interpretations of this Request for Services must be requested in writing no later than 5 p.m. on Wednesday, August 19, 2015. Responses shall be furnished in writing and may be sent electronically. After that day no requests or questions will be accepted. Please contact the Town of Greenfield for clarification of this Request for Qualifications, direct all inquiries regarding the plan to:

Marjorie L. Kelly, Chief Procurement Officer
14 Court Square
Greenfield, MA 01301
Phone: 413-772-1567 x-6172
Email: lanekel@greenfield-ma.gov

ATTACHMENT "A"

TO

REQUEST FOR SERVICES

FOR

OWNER'S PROJECT MANAGER SERVICES

GREENFIELD PARKING GARAGE 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 consultant 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 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 Town 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:

A. 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 Town 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 Parking Garage 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. 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.

A3. Cost Estimating and Cost Control Management:

- a. In the absence of a Town 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 provide value management services, which includes value engineering and analysis of the building systems 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 Town 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. 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 Town 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, furniture 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.

B. 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 Parking Garage Building Committee to assure that the Town 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 Town 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 Town 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 (DCAM), and shall prepare the Designer's final evaluation for submission to DCAM, 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, and the general public; shall assist in the establishment of ensuing design criteria and the development of the project scope; shall assist with alternative site selection if required; 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 ice cooling systems, geotechnical studies and soil analysis, life cycle costs, green design concepts, green technology, site use and design issues, value engineering, project phasing, accessibility compliance, 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, Police Chief, Town Engineer, various Town 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 log 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, hazmat removal, existing condition surveys, and so forth).

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 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. Town of Greenfield Planning Board (Site Plan Review)
- b. Town of Greenfield Zoning Board of Appeals
- c. Town of Greenfield Building Commissioner
- d. Town of Greenfield Department of Public Works
- e. Town of Greenfield Fire Department

B11. Meetings:

The Owner's Project Manager shall attend regular meetings with the Parking Garage 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 Town 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.

C. 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, furniture and equipment.

C2. 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.

C3. 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 Town of Greenfield M/WBE requirements.

C4. 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.

C5. 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 Town 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.

C6. 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.

C7. Submittals and RFI's:

In collaboration with the Designer, the Owner's Project Manager shall establish, implement and advise the Contractor of 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.

C8. 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.

C9. 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).

D. 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 and the Department of Public Works Director and Town 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 Town staff by equipment representatives.

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.

E. 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 DCAM. The evaluations will be completed using DCAM 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.

ATTACHMENT B

TO

REQUEST FOR SERVICES

FOR

OWNER'S PROJECT MANAGER SERVICES

GREENFIELD PARKING GARAGE PROJECT

PROPOSED AGREEMENT

PROPOSED AGREEMENT

TOWN OF GREENFIELD, MASSACHUSETTS

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

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

The AGREEMENT made this ___ day of _____, 2015, by and between the Town of Greenfield, 14 Court Square, Greenfield, Massachusetts 01301, hereinafter referred to as the "Town", and _____, with legal address and principal place of business at _____, hereinafter referred to as the "Consultant".

Witnesseth: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the Town of Greenfield, the Consultant hereby agrees with the Town to provide design services 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 Parking Garage Project, including the Scope of Services, as shown in Attachment "A" therein, and attached and incorporated herein by reference.

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

Total Lump Sum Price: (\$) _____

Task 1 Entire Project: (\$) _____

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

Task 3 Construction Phase: (\$) _____

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

Task 5 Post Construction Phase: (\$) _____

NOW, THEREFORE, the Consultant, for the compensation set forth, agrees to furnish professional consultation and advice regarding design and construction services to the Town as the Owner's Project Manager with responsibility as set forth herein and for the defined Scope of Services for the GREENFIELD PARKING GARAGE Project. The Consultant shall coordinate all efforts through the Town's designee. The Consultant 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 Town's design and construction dollar.

SECTION ONE: Terms and Conditions

The Town hereby contracts with Consultant 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 Consultant 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 Consultant for delivery to the Town shall be and shall remain the property of the Town upon payment thereof.

The Consultant 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 Town, provided that the Consultant shall be permitted to retain a copy of such information for purposes of documenting the Services.

The Town and the Consultant shall cooperate in maintaining good public relations throughout the period of this project. The Consultant 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 Town. In the event that the extension is not possible, the Consultant may be required to rebate to the Town 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 Consultant, shall be deemed to render performance impossible, and the Town 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 PARKING GARAGE Project, including the Scope of Services, as shown in Attachment "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 Parking Garage Project and all attachments thereto, including Attachment "A" Scope of Services; and

Consultant's Qualifications Submittal dated _____; and

Consultant's Schedule of Costs and Deliverables dated _____.

SECTION THREE: Consultant Warranties and Representations

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

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

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 Consultant to complete his/her duties, for a reason such as termination of employment, any change in the Consultant's staffing as outlined below will be subject to the approval of the Town or its designee. The Town or its designee shall notify the Consultant 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 Town. In the event that

the Project is delayed, extended, or significantly modified in scope, the Consultant's fee shall be equitably adjusted.

All such invoices will be paid promptly (no later than 30 days) by the Town 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 Town will notify the Consultant of any questions within five (5) working days of receipt of an invoice. Consultant shall provide complete cooperation during any investigation.

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

Town of Greenfield
Marjorie L. Kelly, Chief Procurement Officer
14 Court Square
Greenfield, MA 01301

A budget status report shall accompany the invoice summarizing each task identified in the Consultant'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 Consultant shall fail to fulfill in a timely and satisfactory manner its obligations under this Agreement, or if the Consultant 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 Consultant, then the Town shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant 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 Town, the provider shall indemnify, defend and hold harmless the Town 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 Town 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 Town 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 Town of Greenfield and shall constitute a material part of the contractual documents.

The Town 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 Town of Greenfield Purchasing Department.

Proposer will indemnify and save harmless the Town 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 Town 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 Town of Greenfield on account of any such claims, Proposer shall indemnify and save harmless the Town of Greenfield. However, should the claim be due to the negligence of the Town 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 Consultant if requested in writing by the Town. Such changes, including an increase or decrease in the amount of compensation, which are mutually agreed upon in writing by the Town and the Consultant shall be incorporated as written amendments to this Agreement.

SECTION EIGHT: Controlling Law

The Consultant 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 Consultant, for him/herself, his/her assignees, and successors in interest, agree as follows:

- A. The Consultant, 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 Consultant by signing the Agreement offered by the Town 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 Consultant shall not make any assignment of this Agreement without the prior written approval of the Town.

SECTION TWELVE: Notices

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

TOWN OF GREENFIELD, by its Mayor

(Authorized Signature)

William Martin

APPROVED AS TO FORM:

FOR CONTRACTING DEPARTMENT:

Town Solicitor

(Department Head)

TOWN AUDITOR who certifies, pursuant to

PROCUREMENT OFFICER who certifies that

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.

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.

ATTACHMENT C

TO

REQUEST FOR SERVICES

FOR

OWNER'S PROJECT MANAGER SERVICES

GREENFIELD PARKING GARAGE 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: _____

**Town 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 Town 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: _____