

**REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES/OWNERS
REPRESENTATIVE MUNICIPAL WATER DESIGN AND
INSTALLATION PROJECT**

ADDENDUM #1

AWARDING AUTHORITY: Town of Eastham

**PROJECT: REQUEST FOR PROPOSAL FOR ENGINEERING SERVICES/OWNERS
REPRESENTATIVE MUNICIPAL WATER DESIGN AND INSTALLATION PROJECT**

DATE: January 4, 2016

TO: All Bidders

**FROM: Sheila Vanderhoef, Chief Procurement Officer
Town of Eastham
2500 State Highway
Eastham MA 02642**

Notice is hereby given to any and all plan holders of record with the Owner for the project herein captioned "**REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES/OWNERS REPRESENTATIVE MUNICIPAL WATER DESIGN AND INSTALLATION PROJECT**", Owner of record being the Town of Eastham, of the following amendments to the Contract:

2.0 General Requirements

Applicants should submit proposals in two sealed envelopes as follows: (1) an original *non-price* proposal with **eight (8) copies** and (2) an original *price* proposal with two (2) copies, on or before *Tuesday, January 19, 2016 at 2:00 p.m.*

**Chief Procurement Officer
Eastham Town Hall
2500 State Highway
Eastham, MA 02642**

TOWN OF EASTHAM
REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES/ OWNERS PROJECT
MANAGER MUNICIPAL WATER DESIGN AND INSTALLATION PROJECT

The Town of Eastham is seeking the services of a qualified individual or firm to serve as the Independent Owner's Project Manager in respect to the continuation of a town wide municipal water system project. This a horizontal construction project to provide municipal water to approximately 4000 residential and commercial properties in the Town of Eastham. The Town has begun to install the so-called Phase 1 of this project that will service approximately 2200 residential and commercial properties. The construction for Phase 1 of this project began in March 2015. The first Phase includes the construction of a water tower and two municipal wells to serve the system. The work program for this entire project includes the development of construction plans and management of all elements as necessary to fulfill permitting needs including, a Water Management Act Permit, Cape Cod Commission Development of Regional Impact (DRI) Permit, MEPA and several DEP permits and approvals. The engineering firm selected to design and manage the permit and oversee construction process is Environmental Partners Group of Quincy/Hyannis/Woburn, principals Mark White and Paul Gabriel. The anticipated role of an Independent Owners Project Manager will be similar to the role on vertical construction projects as defined in G.L. c. 149 § 44D1/2.

The successful individual or firm will have experience as an Owner's Project Manager as defined by the statute referenced above. The successful individual or firm should also have experience specific to water, or waste water system design and construction management. It is desirable that the successful individual or firms have experience in water or waste water system operation and the ability to participate in and assist in the development and evaluation of long-term operational costs and needs.

All interested individuals and firms interested in replying to this RFP, are directed to the Town website www.eastham-ma.gov for full submission requirements.

All responses shall be received in writing on or before **January 19, 2016** at 2:00 p.m. in a sealed envelope addressed to:

Town of Eastham
Attn: Sheila Vanderhoef,
Chief Procurement Officer
2500 State Highway
Eastham, MA 02642

Late responses will not be considered and will be returned unopened.

**TOWN OF EASTHAM
REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES
(OWNERS PROJECT MANAGER)
MUNICIPAL WATER DESIGN AND INSTALLATION PROJECT**

I.0 Request for Proposal

The Town of Eastham is seeking the services of a qualified firm or individual to serve as the Owner's Project Manager (OPM) for a two phase (Phase 1 \$45.8m and an \$85m extension) horizontal construction project to provide municipal water to all residential and commercial properties in the Town of Eastham (the "RFP").

Specifically, the town is seeking the services of a qualified individual who meets the requirements of an OPM as defined by G.L. c. 149 § 44D1/2.¹ A degree in or background work history as an engineer, or a firm engaged in engineering practice is desirable. The role in general is to provide to the owner project oversight and direct reporting and protection of the owner's interest in the budget, schedule, and implementation. The OPM will work with the project engineers to support schedules and budget and monitor compliance with same. The OPM shall also review and comment concerning the performance of the engineers, contractors, and subcontractors, and adherence to the approved schedule.

2.0 General Requirements

Applicants should submit proposals in two sealed envelopes as follows: (1) an original *non-price* proposal with three (3) copies and (2) an original *price* proposal with two (2) copies, on or before **January 19, 2016 at 2:00 p.m.**

**Chief Procurement Officer
Attn: Sheila Vanderhoef
Town of Eastham
2500 State Highway
Eastham, MA 02642**

At which time and place the RFP will be opened and recorded.

Proposals should be submitted in two separate envelopes and marked as follows:

NON-PRICE PROPOSAL

“MUNICIPAL WATER DESIGN AND INSTALLATION PROJECT OWNERS PROJECT MANAGER”

PRICE PROPOSAL

“MUNICIPAL WATER DESIGN AND INSTALLATION PROJECT OWNERS PROJECT MANAGER”

¹ Please note that while G.L. c. 149 § 44D1/2 is referenced herein to define an OPM, it does not apply to this procurement.

Proposals received after this time will be deemed non-responsive and will not be accepted. Faxed or e-mailed proposals will be deemed non-responsive and will be rejected. Responses to this Request for Proposal must include all required documents, completed and signed per the instructions and any attached forms included in this RFP packet.

Applicants are cautioned to allow sufficient time for their proposal to be hand-delivered or received by mail. The Town of Eastham reserves the right to reject all proposals or proposals that are incomplete or deemed non-responsive or that are not in the best interest of the Town.

The Town of Eastham has determined that while this procurement may be exempt from the requirements of G.L. c. 30B, this RFP is issued consistent with G.L. c. 30B, and the provisions of said statute are incorporated herein by reference.

All submissions shall include a statement of interest outlining the individual or firms approach, experience of the Firm/Individual and project manager, and experience of any other staff to be utilized. A resume for each team member shall be attached to each response.

Each Firm/Individual responding shall also complete the Non Collusion and Tax Compliance Statements attached here.

Selected individuals or firms will be interviewed by person or persons selected by the Town for this purpose, and it is expected that the full project team as well as the project manager will attend.

3.0 Project Description

The Town of Eastham is a municipality located on Cape Cod, Massachusetts, with a year-round population of 5,200, with approximately 6,350 parcels, and less than 200 vacant buildable lots. The Town has contracted with an engineering firm, Environmental Partners Group, for the past seven years to develop a town wide water system to be installed in phases, as approved by Town Meeting. Recently, Town Meeting (May 2014) approved Phase 1 of the system which included service to 2200 parcels. Phase 1 also includes the construction of two drinking water wells and well housing, a water storage tower, and is essentially the “backbone” of the new system. One of the wells is located on land owned by the Nauset Regional School District. The other site is on land owned by the Town. The Phase 1 program is divided into eight separate construction contracts to meet stringent timelines, set by the town, and is scheduled for completion in 2017.

The engineer is working with state and regional agencies on all aspects of the necessary permitting and simultaneously moving forward on design for Phase 2. A significant portion of the Phase 1 construction will occur on the state highway, Route 6, which runs the full length of the town. The engineering firm has completed the necessary permitting activities with Mass DOT and construction has begun. Construction of the first water tower is underway, as well as four of the six water main construction contracts.

The Town Meeting also approved and funded Phase 2, which consists largely of a distribution system to provide service opportunities to the remainder of the parcels in town not covered by

Phase 1. It is anticipated that Phase 2 will be similarly structured, with multiple water main construction contracts and a second water storage tower, and will be constructed over several years. The total project is expected to be completed by 2026.

4.0 Tasks

The successful proposal will identify staff capable of carrying out all the duties related to this work, including but not limited to:

- 1) Serve as the overall project leader. In this capacity, the Owners Project Manager (OPM) will attend project meetings as the Owner's representative.
- 2) Provide oversight of key segments of the project such as engineering, design, and construction.
- 3) Review the project drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect construction feasibility, cost, or schedules.
- 4) Working with the Project Engineer, develop and monitor master project schedule. The OPM will provide Owner with timeline, risk analysis and mitigation strategies as appropriate.
- 5) OPM, in concert with Project Engineer, will develop and monitor the overall project budget.
- 6) Provide oversight for appropriate budget controls for project expenditures to insure the budget controls are adequate and operating in a timely and accurate manner.
- 7) Monitor the ongoing project budget and provide owner with monthly reports detailing actual expenditures versus the project budget, cash flow projections along with an updated project schedule.
- 8) Deliver timely notice to the Owner of the status and financial implications of any project changes.
- 9) Review all project related invoices against the project budget.
- 10) Review project related accounting records on all project expenditures, including Engineers' request for payment and Contractor requisitions.
- 11) Establish procedure for reviews, changes, and approvals.
- 12) Oversee the Resident Engineer and field inspection services.

- 13) Monitor the document control system and the collection of all project documentation.
- 14) Work with the Project Engineer to insure that all contractors meet scheduled dates.
- 15) Work with Engineer to oversee and coordinate the project bid process, including attendance at meetings as appropriate.
- 16) Attend Capital Project Committee Meetings and meet with (report to) the Board of Selectmen at least monthly.

5.0 Evaluation Criteria

All proposals that meet the submission requirements set forth herein will be evaluated and ranked in accordance with the Evaluation Criteria listed below. For each criterion, respondents will receive one of the following ratings:

- Highly Advantageous:* Exceeds the stated requirement(s).
Advantageous: Meets the stated requirement(s).
Not Advantageous: Does not meet the stated requirement(s).

Specifically, the criteria for evaluating proposals will include the following:

- 5.1 Each member of Individual/Firm development team has experience in similar work in a specific aspect of the RFP tasks;
- 5.2 Individual/Firm demonstrates and presents evidence of successful project as an Owners Project Manager showing capability to communicate and support the owner's best interest while working collaboratively with the project engineering team;
- 5.3 Individual/Firm has successful experience with federal, state, and/or local grants/loan programs for water/wastewater projects such as State Revolving Loan Funds, USDA Funds or other state and federal grants for specific infrastructure projects, and thereby understands the design and contracting rigors imposed by such regulations;
- 5.4 Individual/Firm has experience in the operation of or in developing specifications for, the operation of water systems, within the last ten years;
- 5.5 Individual/Firm has similar Owner's Project Management, peer evaluation or engineering design experience in municipal water system initiation or expansion within the last ten years;
- 5.6 Individual/Firm has familiarity with water system related permits, such as Water Management Act Permits, MEPA permits for water or other engineering work, or Cape Cod Commission (DRI) based permits;

- 5.7 Individual/Firm is familiar with the DEP process for Solid Waste and Drinking Water Supply.
- 5.8 Individual/Firm has managed construction projects in excess of \$50 million.
- 5.9 Individual/Firm has sufficient personnel with the appropriate experience to manage a project of this magnitude.
- 5.10 Individual/Firm has the prerequisite financial management, design engineering and construction management experience to meet the requirements of this project.
- 5.11 Individual/Firm can demonstrate experience working with other engineering and construction firms in a collaborative manner on a large construction project.

The weight of each criterion will be applied in the Town’s discretion and will be weighted identically for all proposals.

All respondents shall be available for an interview with all primary team members present (if applicable) to discuss the details of their approach, experience, tasks and background.

The Town will award the contract to the proposal determined to be the most advantageous, taking into consideration price, the evaluation criteria, and interview, if applicable.

6.0 Submission Requirements

All submissions for consideration shall be received at the time and place specified below January 19, 2016 at 2:00 p.m.

Town of Eastham
Attn: Sheila Vanderhoef, Chief Procurement Officer
2500 State Highway,
Eastham MA 02642

With a price and non-price proposal in separate envelopes and labeled as shown, and with the name of the respondent prominently shown on the envelope.

NON-PRICE PROPOSAL

“MUNICIPAL WATER DESIGN AND INSTALLATION PROJECT OWNERS
PROJECT MANAGER”

PRICE PROPOSAL

“MUNICIPAL WATER DESIGN AND INSTALLATION PROJECT OWNERS
PROJECT MANAGER”

Additionally, all proposals shall include:

- Letter of interest signed by firm principals
- Resume of all proposed project team members
- Narrative description of approach
- Signed and Completed Certificate of Non-Collusion and Statement of Tax Compliance (**Attachment 1**)

7.0 Questions

All questions shall be in writing (**email preferred**) and addressed to:

Town of Eastham
Sheila Vanderhoef, Chief Procurement Officer
2500 State Highway,
Eastham, MA 02642

Or (www.admin2@eastham-ma.gov)

All written, question shall be received no later than 4:00 p.m. on January 5, 2016, and will be answered in writing by January 8, 2016. Responses will be distributed to all firms that have registered on the Town of Eastham website www.eastham-ma.gov under this RFP.

ATTACHMENT 1

TOWN OF EASTHAM

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual signing RFP or proposal)

(Name of business)

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal
Identification Number

Signature of Individual signing proposal

SAMPLE CONTRACT

(PGS 10-18)

AGREEMENT FOR OWNER'S PROJECT MANAGEMENT SERVICES

TOWN OF [_____]

[NAME OF PROJECT]

The following provisions shall constitute an Agreement between the **Town of Eastham**, with an address of 2500 State Highway, Eastham, MA 02642 and _____, a [INSERT STATE OF INCORPORATION] Corporation duly registered as a corporation in the Commonwealth of Massachusetts having a usual place of business located at _____, hereinafter referred to as "Project Manager", effective as of the ____ day of _____, 20___. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

1.1. Generally.

1.1.1. The Project Manager will perform all "Project Management Services" in connection with the management of design and construction of the Project as set forth in **Attachment A**. The scope of the Project Management Services described in this Agreement is, in the reasonable opinion of the Project Manager, expected to cover all necessary services of the Project Manager for the Project. Therefore, the Project Manager shall perform all necessary services related to the Project through completion and, absent a material change in scope, the Project Manager shall provide all necessary services at no additional cost to the Awarding Authority, unless such service is requested by the Awarding Authority in writing as an additional service or such service is specifically performed after the feasibility study completion date of "_____, 20__", and such additional or post-completion service was not made necessary by an act or omission of the Project Manager as determined by a court of competent jurisdiction.

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

1.1.3. The Project Manager shall be the Awarding Authority's advisor in providing the Project Management Services. The Project Manager and the Awarding Authority shall perform as stated in this Agreement and the Project Manager accepts the professional relationship of trust and confidence established between it and the Awarding Authority by this Agreement, which the parties acknowledge is intended to create a professional services relationship but not a fiduciary relationship, and the Project Manager shall act and be bound by all of the requirements and obligations under this Agreement, without limitation, pursuant to its performance standard prescribed below in this Agreement in Article 9.

ARTICLE 2: AWARDING AUTHORITY RESPONSIBILITIES:

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

2.2. The Awarding Authority has retained an engineering firm (the "Engineer") to design and to prepare contract documents for the Project.

ARTICLE 3: TIME OF PERFORMANCE

3.1 The Project Manager shall perform all Project Management Services in a prompt and expeditious manner, consistent with, and to further, the interests of the Awarding Authority.

ARTICLE 4: COMPENSATION:

4.1. In consideration of the performance of the Agreement, the Awarding Authority shall pay to the Project Manager a fixed fee of "SPELL AMOUNT" (\$_____) Dollars, payable in equal monthly installments commencing on "_____, 20__" until "_____, 20__."

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

4.3. In the alternative the Awarding Authority reserves the right to request that the Project Manager provide a lump sum fee for any services and if such lump sum fee is agreed upon by the parties, the agreed upon lump sum fee shall be the fee for service.

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

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

ARTICLE 5: AGREEMENT DOCUMENTS:

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

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

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

ARTICLE 6: AGREEMENT TERMINATION:

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

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

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

6.2. If the Awarding Authority fails to make payment to the Project Manager of sums due and owing as provided in Article 4, then after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Project Manager may terminate this Agreement.

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

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

ARTICLE 7: INDEMNIFICATION:

7.1. The Project Manager shall indemnify and hold harmless the Awarding Authority, its officers, agents, and employees, from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees (collectively, the "Damages"), to the extent, arising out of or resulting from the Project Manager's performance of services under this Agreement, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. With respect to any Damages that arise out of the Project Manager's acts, errors, or omissions in the performance of professional services, the foregoing indemnity obligation is applicable only to the extent such Damages are caused by the

Project Manager's negligence, willful misconduct or failure to perform its services in accordance with its obligations pursuant to this Agreement. Designer's indemnification obligations hereunder shall include reimbursement of the Town's reasonable attorneys' fees and costs of defense incurred in responding to third party suits or claims that are caused by the Designer's negligence or misconduct in the performance of or breach of this Agreement.

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

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

ARTICLE 8: AVAILABILITY OF FUNDS:

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

ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW:

9.1 The Project Manager will provide all Project Management Services in a manner that is

- (i) expeditious and economical based on established compensation provisions in this Agreement,
- (ii) that is consistent with service standards for comparable projects by qualified owner's project managers, and
- (iii) demonstrating an understanding of the established schedule, budget, and other Awarding Authority objectives for the Project and each component thereof.

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

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

ARTICLE 10: ASSIGNMENT:

10.1. The Project Manager shall not make any assignment of this Agreement without the prior written approval of the Awarding Authority.

ARTICLE 11: AMENDMENTS:

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

ARTICLE 12: INSURANCE:

12.1 The Project Manager shall obtain and maintain throughout the duration of the Project the following insurance coverage. (The Town will specify minimum amounts for firms and individuals)

ARTICLE 13: DOCUMENTS AND DELIVERABLES:

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

ARTICLE 14: NOTICE:

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

ARTICLE 15: DISPUTE RESOLUTION

15.1. All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to review by any court having appropriate jurisdiction, unless the parties agree in a separate writing to some other form of dispute resolution.

ARTICLE 16: STAFFING

16.1 It is understood that the unique abilities of the Project Manager have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Project

Manager will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Awarding Authority. The Awarding Authority shall have the right of approval of Project Management staff assigned to the Project in accordance with Section 16.2.

16.2. The Project Manager hereby agrees and acknowledges that one of the conditions of this Agreement is that the individual(s) in charge of the direction and supervision of the Project on behalf of the Project Manager shall be named and approved by the Awarding Authority at least one month prior to the commencement of the Pre-Design Feasibility Study on the Project, and such individuals and the members of the Project Manager's project team set forth below (the "Project Manager's Project Team") shall be available to attend meetings and respond to requests, comments, questions and concerns of the Awarding Authority and other parties identified by the Awarding Authority. This condition is a substantive inducement to the Awarding Authority without which the Awarding Authority would not have entered into this Agreement with the Project Manager. Notwithstanding the foregoing, the Project Manager shall submit to the Awarding Authority as soon as possible information on the credentials of the proposed project manager and assistant project manager. In consideration of the foregoing, the Project Manager agrees that for so long as any such member of the Project Manager's Project Team is employed by (or, as appropriate, a principal of) the Project Manager, such member(s) shall direct, shall be responsible for, and shall be available to provide the Project Management Services in connection with the Project. If at any time any such member of the Project Manager's Project Team is no longer available as previously mentioned, then his replacement shall be subject to the prior approval of the Awarding Authority. The Project Manager's Project Team will consist of the persons noted below, necessary assistants, and other technical and administrative personnel. All of the Project Manager's Project Team shall be experienced in projects similar in size, scope, and complexity to the Project. Each member of the Project Team shall be appropriately licensed, certified, and qualified by training and experience in their respective fields. No change will be made in the composition of the Project Team without the Awarding Authority's approval. No personnel in the Project Team designated as full-time on the Project shall assume additional responsibilities outside of the Project without the written consent of the Awarding Authority. The Awarding Authority may require replacement of any member of the Project Manager's Project Team upon notice to the Project Manager with or without cause. The members of the Project Manager's Project Team are as follows:

Name:	Title:
_____	_____
_____	_____
_____	_____

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

16.4. The Project Manager acknowledges and agrees that the designated on-site project manager shall be at the Project site as more particularly described in the Owner's Project Manager Fee Proposal attached hereto.

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

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

ARTICLE 17: CERTIFICATIONS:

17.1. The Project Manager certifies that:

1. The wage rates and other costs used to support the Project Manager's compensation are accurate, complete, and current at the time of contracting.
2. The original Agreement price and any additions to the Agreement may be adjusted within one year of completion of the Agreement to exclude any significant amounts due to inaccurate, incomplete, or non-concurrent wage rates or other costs.
3. It has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as and inducement for, or in connection with, the award of this Agreement.
4. No consultant to or sub-Project Manager for the Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub-Project Manager of a contract by the Project Manager.
5. No person, corporation or other entity, other than a bona fide full time employee of the Project Manager, has been retained or hired by the Project Manager to solicit for or in any way assist the Project Manager in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Project Manager.
6. It has internal accounting controls as required by M.G.L. c.30, §39R and that the Project Manager filed and will continue to file an audited financial statement as required by M.G.L. c.30, §39R (d).

18. ARTICLE 18: MISCELLANEOUS

18.1. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles. The provisions of G.L. c. 149, §44A 1/2 regarding the duties and responsibilities of the Project Manager shall apply regardless of whether the construction cost is more or less than \$1,500,000.

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

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

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

18.5. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By _____
Corporate Officer
(If applicable)