

Town of Seekonk
South End Fire Station
Building Committee

Committee Members Attendance:

David Viera (Chairman) Michael Bourque (Vice Chairman) Nicholas Rondeau (Clerk)
 David Sullivan (Member) James Tusino (Member)

Other Attendees:

K. Laprade D. Young 7749910021

Meeting Date: 12/10/2020 Time: 7:00 PM

Continuing Business:

First Zoom meeting being held by the SSEFSBC.

Meeting was called to order by Chairman Viera at 7:00pm.

Meeting minutes will be reviewed and approved at the next meeting.

Request by Clerk/Secretary Rondeau for all members to review the minutes for the next meeting.

Clerk/Secretary Rondeau requested all members to check their emails for an invite and to accept the invite to the email groups. SeekonkSEFSBC-board@groups.io, SeekonkSEFSBC-MeetingAnnouce@groups.io

Dave Cabral was invited by Chairman Viera. In preparation for the OPM.

Chair Viera asked for an update from Clerk/Secretary Rondeau regarding the meeting with Town Admin. Cadime regarding the Owners Project Manager (OPM) and Request from Qualifications (RFQ).

Clerk/Secretary Rondeau stated was able to meet with Town Admin. Cadime via Zoom and stated a draft with dates to be added will be sent within a few days following the meeting and to be forwarded to the board to review. Chairman Viera stated Mr. Cadime was invited to this meeting.

Email was received from Town Admin. Cadime and was forwarded to all board members. Dates to be updated or entered were highlighted in the OPM. Board Members, Mr. Viera, Mr. Tusino, Mr. Bourque, Mr. Sullivan received and reviewed the documents.

A motion was made to approve the OPM and RFQ to be forwarded to the Town Administrator and forwarded to the Board of Selectmen for approval to be posted. Motion made by Member Sullivan, seconded by V. Chairman Bourque to approve the presented OPM, and to forward to Town Administrators Office with the dates approved below:

Posting of the OPM after the Holiday. (Dates might be modified slightly due to the Central Registry posting dates)

January 7, 2021, - Post the OPM bid is open for 30 days closing February 7th.

January 22, 2021, - deadlines for questions.

February 7th, 2021, - bid closed at 4:00pm turned into Seekonk Town Hall

February 8th or 16th, 2021, - to have OPMs that were bid on available for review.

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Committee established by Chairman Viera, SSEFSBC OPM bids review Sub-Committee, Chairman Viera requested Mr. Tusino to Chair this committee, Member Sullivan, Member Bourque, and Member Rondeau (Alternate) to be added to the committee.

February 22, 2021, – Interviews with 2 to 3 OPM bid companies to be setup.

First week of March request to be on the Selectmen Meeting agenda.

Board Members: Viera, Bourque, Rondeau, Sullivan, Tusino all in favor of motion. (Motion made by Member Sullivan, seconded by Member Bourque to approve the presented OPM, and to forward to Town Administrators Office with the dates approved as mentioned above.)

Mr. Cadime provided estimated timeline of 30 days to post the OPM. Mentioned the OPM includes a Non-Price Proposal and a Price Proposal to be submitted by the firms. The non-price proposal will be viewed by the sub-committee for review and decision on a firm and will be made without any financial amounts proposed. Once the firm is decided upon and prior to going before the Selectmen the Sub-committee and committee will have the opportunity to see the Price Proposal to see an estimated price of the OPM and RFQ.

Member Sullivan asked for when the next posting on the Central Register is available. Depends on submitting the OPM to the Central Register.

It is a good idea to post the OPM after the Holiday.

January 7, 2021, - Central Register Bid opening, open for thirty days.

February 7, 2021, - Closed bids at 4:00pm

January 22nd, 2021 - Questions deadline

Feb 8th or 16th review

Feb 22 interviews

First Selectmen's meeting in March

Town Admin. Cadime review with the Committee the OPM (copy of OPM and RFQ included) and the Scoring rubric. Money was approved for the OPM and RFQ any further costs will have to go before Town Meeting.

Chairman Viera request through Mr. Cadime to have Mr. Cabral to conduct a rough survey of the property of 69 School St to provide rough size and property for the members of the committee to visit the site and have a visual for the available space on the lot for the building.

Request of Mr. Cabral to possibly mark out with about 3 to 4 stakes into the ground to provide setback lines, through the rough survey conducted at 69 School St.

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Chairman Viera started to talk with Town Administrator Cadime regarding the Communications Center included in the building plans due to the lot size.

Depending on the size of the building and the needs, adding the Communications Center into the South End Fire Station location will provide some additional space for the Police Department by providing former Communications Center space from the Public Safety Building transferred over to the Police Department with the completion of the project.

Mr. Cadime states the Study committee provided, 4 consoles and 2 offices. With separation of Fire Fighters and Communications but also having the ability for both agencies accessing the rest of the building when needed.

Chairman Viera said the site is small and our primary goal is a South End Fire Station and if we can put a dispatch center in also then it will be a great accomplishment. And Communications Department is in definite need of a new facility due to out growing the facility when they moved into their current location in 2005.

Mr. Tusino also stated the fact that during our discussions in previous meetings the thought and now fact of the possible future events like COVID and/or any new procedures due to COVID long term the mention of the fire fighter's quarters in the building related to the separation, each on duty fire fighter will have individual bunk rooms to allow the separation or quarantining where and when necessary. With the future of COVID and other possible future events like COVID which might not have been thought of during the study and original planning.

Also, discussion in previous meetings of the need of more than 2 bays, a minimum of 3 bays to allow future possibility of another Ladder truck in town or other apparatus in town. But also, not to limit or constrain the Town, to plan for the future of three bays with the possibility of up to 6 bays to allow for additional storage of apparatus. Turning space or ramp for a ladder truck turning space.

It also sounds like there is a need for a second floor.

Mr. Cadime mentioned and asked the need for a 3rd bay for apparatus. The idea of forward thinking during the meetings the committee had and the planning of for the future including the Fire Chief and Fire Fighters who attended the meetings mentioned the future need of another ladder truck or other apparatus.

Clerk/Secretary Rondeau mentioned that during the meetings we mentioned the goal of the committee is the forward thinking, planning of the building being able to support whichever agencies are in the building for 40, 50 years plus future of the Town and the needs of the Town. Especially with this site location we want to try thinking about it now and including it now because this site location will not be able to accept or be modified with an addition in the future.

Mr. Sullivan mentioned that maybe a Ladder Truck might not be needed there however, the use of an extra bay for the future of another vehicle. The need for space. We might need the additional bay for storage

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that is needed and can be converted into an apparatus bay in the future. We do not know what the needs of the 15 years or more timeframe will be, we need to plan for the future needs of the Town.

Chairman Viera mentioned we need to try not to make the same mistakes we have made with the Headquarters and Station 2 locations in relation to storage and apparatus storage. At the meetings we discussed that the current facilities do not have any room for storage now let alone in the future. And Chief Rave and Capt. Bourque and the Fire Fighters listening might be able to confirm this concept. We need to at least investigate talk about the future needs. Maybe the need of 2 Engines and 1 Rescue at the South End so the possible need of a 3rd bay discussion should be had now.

Clerk/Secretary Rondeau mentioned to at least keep in mind the length of the bays to accommodate a ladder truck to allow for the future. Also, mentioned that when the County St Station is closed as a result of the South End Fire Station project completion the Town will not have any storage for the reserve apparatus. With the third in service Fire Engine at this proposed South End Fire Station out of the current 4 Engines the town has, we would be down to 1 reserve Engine. The three in service Fire Engines, one reserve there might be future need to have a future fifth engine in reserve with no location to store the two-reserve apparatus. The Town has 3 Rescues and with the third Rescue being placed into full service at this proposed station the Town would not have a reserve Rescue available and will need one eventually, through rotation of new Rescues. With that 4th Rescue as a reserve where will it be stored.

A request by Member Sullivan, through Mr. Cadime to have the Fire Department and Communication Departments create a list of Needs, Wants, wish list and requested concepts to be included into the building. And to request the department heads to attend the meeting to explain their lists that were created.

Agenda for the next meeting January 7th, 2021 at 7:00pm via Zoom.

Minutes review

Each agency:

Communications and Fire Departments to present a list and to discuss the list.

Next meeting date will be January 7th, 2021 at 7:00pm via Zoom.

Motion to adjourn the meeting at 8:30 pm Motion made by: Member Sullivan, Seconded by: Member Tusino; All members voting, voted to approve to adjourn.

Merry Christmas and Happy Holidays, Happy New Year to all.

Next meeting: Date: 01/7/2021 Time: 7:00 pm

AGREEMENT FOR OWNER'S PROJECT MANAGEMENT SERVICES

[PROJECT NAME]}

The following provisions shall constitute an Agreement between the

_____ (“____”), acting by and through its _____, hereinafter referred to as "Awards Authority," with an address of _____, MA and _____, with a usual place of business located at _____, _____, hereinafter referred to as "Owner's Project Manager," effective as of the _____ day of _____, 2015. Each such party may also be referred to individually as a "Party" or collectively as the "Parties." In consideration of the mutual covenants contained herein and such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

1.1. Generally.

1.1.1. The Owner's Project Manager will perform all project management services in connection with the management of the design, construction and commissioning of the Project as set forth in and reasonably inferable from the scope of services attached to this Agreement as Attachment A and, to the extent not included in that scope of services, all of the services set forth in and reasonably inferable from the Awarding Authority's Request for Qualifications ("RFQ") attached to this Agreement as Attachment B, the Proposal or Statement of Qualifications submitted by Owner's Project Manager in response to the RFQ attached to this Agreement as Attachment C, and M.G.L. c. 149A, § 44A½(a), as well as all other services as are customarily performed by an Owner's Project Manager in New England for the construction of a new building (collectively, the "Scope of Services" or "Owner's

Project Management Services"). The Scope of Services described in this Agreement is, in the reasonable opinion of the Owner's Project Manager, expected to cover all necessary services of the Owner's Project Manager for the Project. Therefore, the Owner's Project Manager shall perform all such services related to the Project through Project completion at the fixed fee set forth below.

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

1.1.3. The Owner's Project Manager shall be the Awarding Authority's trusted advisor in providing the Owner's Project Management Services. The Owner's Project Manager and the Awarding Authority shall perform as stated in this Agreement, and the Owner's Project Manager accepts the relationship of trust and confidence established between it and the Awarding Authority by this Agreement.

ARTICLE 2: AWARDING AUTHORITY RESPONSIBILITIES:

2.1. The Awarding Authority may, from time to time, designate one or more representatives to work with Owner's Project Manager under this Agreement. The persons so designated shall be reasonably acquainted with the Project and shall have the authority, unless otherwise limited in any written notice from the Awarding Authority, to request services under this Agreement. Notwithstanding the foregoing, the designation or lack of designation of a representative shall not relieve Owner's Project Manager of any of its obligations under this Agreement. Owner's Project Manager shall fully cooperate with and assist any and all such designees in connection with the Project and the performance of Owner's Project Manager's Scope of Services hereunder.

2.2. The Awarding Authority will retain a design firm (the "Designer") to design and to prepare contract documents for the Project. Owner's Project Manager shall assist and fully cooperate with the Awarding Authority in the process of procuring a Designer, including preparation of a scope of services for the Designer.

2.3. The Awarding Authority shall be responsible for the removal of any hazardous materials in connection with the Project; provided, however, that the Owner's Project Manager shall coordinate, in close consultation with the Awarding Authority's abatement consultant, the oversight of such work until completion.

2.4. The Awarding Authority shall require, for the Owner's Project Manager's use at the Project site, that the Contractor(s) retained to perform construction services for the Project furnish a trailer equipped for field office use, furniture, a fax machine, a copy machine, file cabinets, computers, phone service and other utility services and Internet access.

ARTICLE 3: TIME OF PERFORMANCE

3.1 The Owner's Project Manager shall perform the Scope of Services in a prompt and expeditious manner, consistent with, and to further, the interests of the Awarding Authority. If, through no fault of its own, the Owner's Project Manager performs any services for the Project after 90 days after the date of "substantial completion" of the Project as such date shall be set forth in the Construction Contract Documents to be prepared by the Designer, such services shall be deemed additional services, and the Owner's Project Manager shall be entitled to be paid for such additional services in accordance with Paragraph 4.3 below.

ARTICLE 4: COMPENSATION:

4.1. In consideration of the performance of the Agreement, the Awarding Authority shall pay to the Owner's Project Manager a fixed fee of \$ _____, which shall constitute full payment for the Scope of Services.

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

4.3. If additional services, not required under the Agreement, are requested in writing by the Awarding Authority, unless such services were made necessary by an act or omission of the Owner's Project Manager, its employees, consultants, representatives or agents, the Awarding Authority shall pay the Owner's Project Manager at the hourly rates set forth on Attachment A for reasonable hours worked. Such rates shall include all salary, benefits, overhead and profit and all reimbursable expenses; provided, however, such rates shall not include actual necessary and reasonable third party out-of-pocket expenditures. The Awarding Authority reserves the right to request that the Owner's Project Manager provide a lump sum fee for any additional services, and if such lump sum fee is agreed upon by the parties, the agreed upon lump sum fee shall be the fee for that particular additional service to include all reimbursable and out-of-pocket expenses.

4.4. The Owner's Project Manager shall provide the Awarding Authority with an estimate of expected costs for any requested additional services prior to undertaking such work, and such other information reasonably requested by the Awarding Authority in connection therewith. Any services performed without advance written request or approval (as an additional service) from the Awarding Authority shall be deemed part of the Scope of Services and included in the fixed fee set forth above.

4.5. Records of reimbursable expenses pertaining to additional services and other cost information with respect to additional services shall be available to the Awarding Authority or the Awarding Authority's authorized representatives at mutually convenient times.

4.6. The Owner's Project Manager shall submit monthly to the Awarding Authority a statement for its services rendered in the prior month. Payment by the Awarding Authority to the Owner's Project Manager of undisputed amounts included in said statement shall be made within thirty (30) days after it is submitted.

4.8. Undisputed payments due but unpaid sixty (60) days after the invoice submittal date shall bear interest at the rate of 6 percent per annum.

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 to this Agreement.
3. The Scope of Services (Attachment A)
4. The Awarding Authority's Request for Proposals/Qualifications (Attachment B)
5. The Owner's Project Manager's proposal (Attachment C)
6. Any and all other attachments to the Agreement.

In the event that the provisions of any of the above documents are in direct conflict, those provisions most favorable to the Awarding Authority shall govern, as reasonably determined by the Awarding Authority. Alternatively, in the event that the above documents prescribe for the same work different quantities or quality of goods or services, the Owner's Project Manager shall provide the greater quantity or higher quality. In the event that the procedures for resolving conflicts set forth above do not result in resolution of a particular conflict, the provisions of each document shall control in the order (from top to bottom) in which they appear above.

ARTICLE 6: AGREEMENT TERMINATION:

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

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

6.2. In addition, the Awarding Authority may terminate this agreement without cause (for its convenience or any other reason, or no reason) upon thirty (30) days written notice to the Owner's Project Manager.

6.3. If the Awarding Authority fails to make payment to the Owner's Project Manager of undisputed 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.

6.4. If the Awarding Authority fails to perform any of its material obligations, 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 Owner's Project Manager may terminate this Agreement.

6.5. In the event of a termination of this Agreement other than a termination under Section 6.1, the Owner's Project Manager shall be compensated for all services rendered prior to the date of termination, subject, however, to a deduction for the value of all claims of the Awarding Authority, if any.

ARTICLE 7: INDEMNIFICATION:

7.1. The Owner's Project Manager shall defend, 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 attorneys' fees, arising out of or resulting from the Owner's Project Manager's performance of the services under this Agreement, provided that such claim, damage, loss or expense is directly or indirectly, in whole or in part, caused by or the result of the willful misconduct or negligent acts or omissions of the Owner's Project Manager, anyone directly or indirectly employed by it, its consultants, representatives, agents, and anyone for whose acts it may be responsible, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This indemnification obligation does not require the Owner's Project Manager to indemnify the Awarding Authority for such claims, damages, losses or expenses where such are caused solely by parties other than the Project Manager, anyone directly or indirectly employed by the Owner's Project Manager, its consultants, representatives, agents, and anyone for whose acts the Owner's Project Manager may be responsible.

7.2. 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 Owner's Project Manager under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.3. The Owner's 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 forgoing language shall not be construed as a limitation of the Owner's Project Manager's liability under this Agreement or under any applicable law.

7.4. The indemnification obligations in this Article 8 are in addition to, and not in limitation of, any other rights and remedies available to the Awarding Authority, and shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8: AVAILABILITY OF FUNDS:

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

8.2 In connection with the grant funds that have been or may be made available for this Project by _____ or any other governmental agency pursuant to certain grant _____ agreement(s) between such agencies and the Awarding Authority, Owner's Project Manager shall, as to the use and disbursement of such funds, be as obligated to the Awarding Authority as the latter is obligated to such agencies and be subject to the same restrictions to which the Awarding Authority is subject under said grant agreements and all terms and conditions applicable thereto (the "Grant Agreements").

8.3 Owner's Project Manager shall take no action, or make any omission, that constitutes, or causes, a violation of the Grant Agreements.

ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW:

9.1 The Owner's Project Manager will provide all Owner's Project Management Services promptly and in a manner (i) that is expeditious and economical based on established compensation provisions in this Agreement, (ii) that is consistent with service standards for comparable projects by qualified and experienced project managers, and (iii) that demonstrates full understanding of the established schedule, budget and other Awarding Authority objectives for the Project and each component thereof.

9.2. The Owner's Project Manager represents that all Owner's 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, and the requirements of _____.

9.3. The Owner's Project Manager agrees that, in performing the Owner's 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 Owner's 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 Owner's Project Manager. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Awarding Authority and Owner's Project Manager.

ARTICLE 12: INSURANCE:

12.1 The Owner's Project Manager shall obtain and maintain throughout the duration of the Project the following insurance limits and coverages:

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town shall be named as an "Additional Insured".

Products and Completed Operations shall be maintained for up to three (3) years after the completion of the project.

Automobile Liability (applicable for any Contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town shall be named as an "Additional Insured".

Workers' Compensation Insurance as required by law; and Umbrella Liability of at least \$3,000,000/occurrence, \$3,000,000/aggregate. The Town shall be named an "Additional Insured".

Professional Liability/Errors and Omissions Insurance written on an occurrence basis in an amount of no less than \$2,000,000 per claim.

12.2. The Owner's Project Manager's Commercial General Liability Insurance shall include premises - operations (including explosion, collapse and underground coverage) independent contractors and completed operations, all including broad form property damage coverage.

12.3. Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

12.4. The Awarding Authority shall be named as additional insured parties on the Owner's Project Manager's insurance policies for the Project, except for workers' compensation.

12.5. The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverages to be in force shall be filed with the Awarding Authority prior to the execution of this Agreement, and upon the renewal of any such coverage during the term of this Agreement. Certificates shall indicate effective dates and dates of expiration of policies. All insurance policies required hereunder shall be written by companies satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.

12.6. Owner's Project Manager shall also provide endorsement forms indicating the Awarding Authority's additional insured status and any other endorsements to the insurance policies of Owner's Project Manager.

ARTICLE 13: DOCUMENTS AND DELIVERABLES:

13.1. All documents, plans, drawings, reports and data prepared for and delivered to the Awarding Authority by the Owner's Project Manager under this Agreement including, without limitation, all schedules, cost estimates, daily reports, requests for information, proposed change orders, change

directives, and similar documentation shall become the property of the Awarding Authority. Owner's Project Manager shall not be liable to the Awarding Authority for the latter's re-use of such materials for a project other than the project specified herein without the Owner's Project Manager's written verification of suitability of such materials for the specific purpose intended. Distribution or submission of such materials to meet official regulatory requirements or for other purposes shall not be construed as an act in derogation of any of Owner's 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 subsequently 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 only by a Massachusetts court having appropriate jurisdiction.

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 Owner's 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 Owner's Project Management staff assigned to the project in accordance with Section 16.2.

16.2. The Owner's Project Manager hereby agrees and acknowledges that one of the conditions of this Agreement is that the individuals in charge of the direction and supervision of the Project on behalf of the Owner's Project Manager shall be subject to approval by the Awarding Authority at least one month prior to the commencement of construction work on the Project, and such individuals and the members of the Owner's Project Manager's project team set forth below (the "Owner's 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 substantial inducement to the Awarding Authority without which the Awarding Authority would not have entered into this Agreement with the Owner's Project Manager. Notwithstanding the foregoing, the Owner's Project Manager shall, upon execution of this Agreement, submit to the Awarding Authority information on the credentials of the proposed project manager and assistant project manager. In consideration of the foregoing, the Owner's Project Manager agrees that for so long as any such member of the Owner's Project Manager's Project Team is employed by (or, as appropriate, a principal of) the Owner's Project Manager, such member(s) shall direct, shall be responsible for, and shall be available to provide the Owner's Project Management Services in connection with the Project. If at any time any such member of the Owner's Project Manager's Project Team is no longer available as aforesaid, then his/her replacement shall be subject to the prior approval of the Awarding Authority. The Owner's Project Manager's Project Team will consist of the persons noted below and necessary assistants and other technical and administrative personnel. All of the Owner's Project Manager's Project Team shall be experienced in projects similar in size, scope and complexity of the Project. Each member of the Owner's Project Manager's Project Team shall be appropriately licensed and certified and qualified by training and experience in their respective fields. No change will be made in the composition of the Owner's Project Manager's Project Team without

the Awarding Authority's written approval. No personnel in the Owner's Project Manager's 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 Owner's Project Manager's Project Team upon written notice to the Owner's Project Manager with or without cause.

The members of the Owner's Project Manager's Project Team are as follows:

Notwithstanding the foregoing, the approval or lack of approval by the Awarding Authority of any of Owner's Project Manager's Project Team shall not relieve Owner's Project Manager of its obligations under this Agreement, including, but not limited to, its responsibility for the actions and omissions of the Owner's Project Team.

16.3. The Owner's 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 Owner's Project Manager shall provide emergency contact information to the Awarding Authority for all members of the Project Team.

16.4. The Owner's Project Manager will at all times remain an independent contractor and is not an agent of, employee of, or a joint venturer with, the Awarding Authority.

16.5. Except as provided in the next sentence, the Owner's Project Manager will not have the authority to enter into agreements on the Awarding Authority's behalf or otherwise bind the Awarding

Authority and the Owner's Project Manager will not hold itself out as the Awarding Authority's agent. The Owner's Project Manager shall act in the capacity of an agent or representative of the Awarding Authority only to the extent as expressly authorized by the terms of this Agreement or as the Awarding Authority may from time to time otherwise expressly authorize the Owner's Project Manager in writing.

ARTICLE 17: CERTIFICATIONS:

17.1. The Owner's Project Manager certifies that:

1. The wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete and current at the time of contracting.
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 an inducement for, or in connection with, the award of this Agreement.
4. No consultant to or sub-Project Manager for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub-Project Manager of a contract by the Owner's Project Manager.
5. No person, corporation or other entity, other than a bona fide full time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the 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 Owner's Project Manager.

6. It has internal accounting controls as required by M.G.L. c.30, §39R and that the Owner's 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 interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.

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

18.3. This Agreement represents the entire and integrated agreement between the Awarding Authority and the Owner's 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 Owner's Project Manager and its permitted successors and permitted assigns, if any. The Owner's 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, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, the Agreement shall be interpreted and deemed as having the provision or correct provision inserted, and such provisions or clauses shall, to the extent they directly conflict with any other provision of the Agreement, control.

18.6. The Awarding Authority will obtain the services of, among other Project participants, the Designer (which term shall be understood to also include all design professionals utilized in the Project), Contractors, testing and inspection agencies, and attorneys. Owner's Project Manager shall, subject to Section 1.1.3, perform all its services under this Agreement in cooperation and coordination with such Project participants.

18.7 No employee or official of either the Awarding Authority or the Owner's Project Manager shall assume any personal liability pursuant to this Agreement.

18.8 By signing this Agreement, Owner's Project Manager hereby makes all the statements, representations, acknowledgements, certifications, and agreements required of it by the Federally Required Contract Clauses set forth in Exhibit I of the RFQ, and shall take all actions and engage in the conduct required of it by such clauses, and shall refrain from taking any actions and engaging in any conduct that is prohibited by such clauses.

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

OWNER'S PROJECT MANAGER

TOWN OF _____

By: _____
Signature

Print Name

Print Title

TOWN OF SEEKONK



REQUEST FOR QUALIFICATIONS

OWNER PROJECT MANAGER (OPM) SERVICES FOR DESIGN AND CONSTRUCTION OF A SOUTH END FIRE STATION

**Responses Due: Day, Month, Year
Late Responses Will Be Rejected**

Deliver Complete Responses To:

**Shawn E. Cadime
Town Administrator's Office
Seekonk Town Hall
100 Peck Street
Seekonk, MA 02771**

INVITATION TO BID

In accordance with Massachusetts General Laws, Chapter 149 §44A ½, The Town of Seekonk, the Awarding Authority, invites sealed price and non-price proposals for the services of an Owner's Project Manager (OPM) to represent the Town's interests in managing the development and construction of a new South End Fire Station to be located at 69 School Street, Seekonk, MA (as shown on Assessors Map 7, Lot 35). The total estimated construction cost is \$3,500,000. Proposers must have, or be firms employing a person with, a current license and registration by the Commonwealth of Massachusetts as an architect or professional engineer, with a minimum of five (5) years of experience in the development and construction and supervision thereof, or if not licensed as described, then seven (7) years of experience in the development and construction and supervision thereof. The fee for OPM services will be negotiated with the selected OPM (fee proposals shall be submitted with bids).

The RFQ will be available starting on **Day, Month Date, 2020**. Copies of the documents may be obtained at the Office of the Town Administrator, Seekonk Town Hall, 100 Peck Street, Seekonk, MA 02771, on **DATE** between 8:30 a.m. and 4:30 p.m. Monday through Thursday and on Friday between 8:30 and 12:00 p.m. Proposals must be sealed and clearly marked "Seekonk South End Fire Station, Response to RFQ for OPM Services." **Proposals are due no later than TIME on DAY, MONTH DATE, 2020** in the Town Administrator's Office, Seekonk Town Hall, 100 Peck Street, Seekonk, MA 02771. All questions concerning this RFQ must be in writing and shall be sent to Town Administrator Shawn E. Cadime at the following email address scadime@seekonk-ma.gov.

The Brewster Thornton Group Architects, LLP prepared a "Seekonk South End Fire Station Feasibility Study" which will be provided with the RFQ. The Seekonk Board of Selectmen is the awarding authority. The Awarding Authority reserves the right to waive any informalities and to reject any or all General Bids not deemed to be in the best interest of the Town. All proposals shall remain in effect for thirty (30) days, Saturdays, Sundays and legal holidays excluded.

The Awarding Authority will consider only responsive proposals from responsible firms/individuals for contract award. A responsive proposal is a proposal that complies with requirements stated in the Request for Qualifications. A responsible OPM is a firm/individual that demonstrably possesses the skill, ability, and integrity necessary to faithfully perform the work called for in this procurement.

Shawn E. Cadime
Town Administrator

REQUEST FOR QUALIFICATIONS (RFQ)
For
OWNER'S PROJECT MANAGER (OPM) SERVICES
FOR THE DESIGN AND CONSTRUCTION OF A SOUTH END FIRE STATION

Project: Seekonk South End Fire Station

Location: 69 School Street, Seekonk, MA 02771 (as shown on Assessors Map 7, Lot 35)

Estimated Construction Cost: \$3,500,000

I. GENERAL INFORMATION

In accordance with Chapter 149, Section 44A½ of the Massachusetts General Laws, the Town of Seekonk, through its Board of Selectmen, intends to retain the services of an Owner's Project Manager ("OPM") to represent the Town of Seekonk's interests in managing the process of design through construction close-out for the construction of a new South End Fire Station located at 69 School Street (as shown on Assessors Map 7, Lot 35). A feasibility study was completed in the summer of 2019. This new station is intended to bring more consistent and reliable emergency services to all areas of town. The proposed site is on Town owned property, currently a decommissioned school, which is close to major transportation routes. The goal of the study was to provide the Town with a guide for budgeting and planning. The project is estimated to cost \$3,500,000. The "Seekonk South End Fire Station Feasibility Study" will be provided with the RFQ. The Town has appropriated funds for OPM and Architectural Services for the project, but will need to seek Town Meeting approval and additional funding for construction.

All proposals are to be submitted no later than the deadline stated in section VII. "Selection process and timeline" and the non-price proposals will be opened at that time. Every proposal must be in two parts, submitted in two separate, clearly marked, sealed envelopes: 1) non-price proposal, and 2) price proposal, in accordance with all submission requirements set forth in section VII of this RFQ. Late proposals will not be accepted.

Each proposal submitted in response to this RFQ is subject to all of the contract terms set forth in Attachment A, "Agreement for Owner's Project Manager Services," and any contract awarded will incorporate all of these contract terms.

The Awarding Authority will consider only responsive proposals from responsible firms/individuals for contract award. A responsive proposal is a proposal that complies with all the requirements stated throughout this Request for Qualification. A responsible OPM is a firm/individual that demonstrably possesses the skill, ability, and integrity necessary to faithfully perform the work called for in this procurement.

Each responsive proposal from a responsible firm/individual will be evaluated solely according to the criteria set forth in Part VI. of this RFQ “EVALUATION CRITERIA.” Each non-price proposal will be assigned a rating of *highly advantageous, advantageous, not advantageous, or unacceptable* with respect to each criterion, and the reasons for each rating will be set forth in writing. A composite rating for each non-price proposal will be set forth in writing, along with the reasons for the rating. The evaluation committee will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration the non-price proposal ratings and proposal price.

II. PROJECT DESCRIPTION

The Seekonk Fire Department has identified a need for better emergency response coverage of the south side of town through a presentation to the Board of Selectmen in 2017. Approximately 50% of the calls for service since 2014 have been south of Route 44 with calls for service increasing yearly. The need for mutual aid has also increased since 2015, resulting in a revenue loss for the Town. Between 2014 and 2016 the cost for Mutual Aid was over \$213,000.

Emergency response times have also been a growing concern with the average response time in the North and Central Districts averaging 4 minutes and 5 seconds. The average response times in the South Districts average 6 minutes and 10 seconds. The Town owns several unused buildings which incur yearly maintenance expenses including the parcel located on 69 School Street, identified by the fire department as the most promising site due to its location south of Route 44 and the proximity to Route 6. The parcel is the site of a decommissioned school building that is past its useful life and currently in need of demolition.

A new fire station on the south side will increase safety throughout the Town through faster response times and reduce mutual aid costs. It will also increase the department’s capacity to conduct inspections and provide the option to staff an additional rescue when needed.

III. MINIMUM QUALIFICATIONS REQUIRED OF APPLICANTS

A. MINIMUM REQUIREMENTS

Any firms or individuals interested in serving as the OPM must meet the minimum state-mandated qualifications listed below. Responses indicating that the proposer does not meet or exceed these requirements will be deemed “not responsive” and will not be considered.

- Current license and registration by the Commonwealth of Massachusetts as an architect or professional engineer, with a minimum of five (5) years’ experience in the development and construction of buildings and the supervision of construction of buildings.
- If not licensed as an architect or engineer by the Commonwealth of Massachusetts, then seven (7) years’ experience in the development and construction of buildings and the supervision of construction of buildings.
- Certification as MCPPO (Mass. Certified Public Purchasing Official).

B. PROJECT EXPERIENCE REQUIREMENTS

The following items are those which the Town has determined are important to the success of this project. Any OPM firm or individual considered will need to show that it has the required project experience to undertake this project. Firms/Individuals should not respond to this RFQ if they do not meet or exceed these required qualifications, as the response will be considered not responsive.

- Management of a minimum of five (5) large building projects of similar size and scope as the Seekonk South End Fire Station (in the range of \$3 million to \$10 million total construction cost), and at least three (3) Chapter 149 public building projects.
- Proven Clerk of the Works services for a minimum of ten (10) years of which services shall be for a minimum of five (large) building projects of similar size and scope as the Seekonk South End Fire Station.
- Good working knowledge of the Commonwealth of Massachusetts procurement procedures, including public building construction with filed sub-bids under Chapter 149 of the General Laws.

- Thorough knowledge of the Massachusetts State Building Code and related codes, the Americans with Disabilities Act, and applicable construction related codes and regulations.

IV. SCOPE OF SERVICES

The selected OPM will be directly responsible to the Town and will be charted to act in the Town's best interest at every stage of the project. The OPM will be required to manage the project, including providing Clerk of the Works services, and any related project work, and work in conjunction and in cooperation with the project architect and contractor, as required by the needs of the project. At all times the OPM must operate at the highest level of professionalism and ethical standards.

The project services listed below will be the responsibility of the OPM selected by the Town for the project. However, this list does not constitute an exhaustive list of every function the OPM will be expected to perform during the course of the project.

A. PRE-CONSTRUCTION PHASE

- Assist in the preparation of the RFQ for the selection of the designer in accordance with Massachusetts Procurement laws. The designer RFQ shall contemplate various construction methods to be studied.
- Assist the Designer Selection Committee in evaluating designer proposals using designer selection procedures, determining interview techniques, and negotiating a contract with selected designer.
- Oversee and review the designer's work as it relates to the needs stated in the Feasibility Study, the quality and efficiency of design, and the preparation of architect's design and construction schedules and cost estimates.
- Monitor the overall project budget, and work with the Town to control costs; make recommendations to the Town concerning potential increases or decreases to the budget, including evaluation of design and construction alternatives.
- Provide constructability and coordination review during the preparation of final construction drawings and specifications.
- Review the plans and specifications to ensure that the work and project is clearly described and broken down in accordance with the requirements of G.L. c. 149, §§ 44A-44M, and that the work and project complies with all federal, state and local laws and regulations.

- In consultation with the designer, participate in the bidding process to ensure compliance with bidding requirements and encourage bidder participation. The OPM shall also ensure that all bidders, contractors and vendors involved in the project do not appear on any “Debarment List” published by the Commonwealth of Massachusetts and are otherwise qualified to perform the work required by the project. The OPM shall work with the Designer in determining the lowest qualified bidder in accordance with G.L.c. 149.
- Coordinate bidding activities, including development of a contractor bid list, review of subcontractor and contractor bids and recommendation for final contractor selection.
- Work with the architect to manage the sub-bid and bid solicitation and review process.
- Work with the designer to identify and recommend construction priorities and construction elements which may require independent, third party review and certification to the Town.
- Develop and implement a quality control program to be followed during construction.

B. CONSTRUCTION PHASE

- Ensures that all required permits are secured.
- Monitors progress of construction on a daily basis, including attendance at all construction Project Meetings.
- Provides the services of an on-site Clerk-of-the-Works during the active construction phase.
- Provides oversight and coordination, as necessary, of the construction submittal process to ensure compliance with project requirements. Reviews designer-approved construction submittals.
- Provides oversight of the Request for Information (RFI) process and takes action to resolve issues when possible.
- Review change order requests in conjunction with the architect and make recommendations to the Town regarding the validity and necessity of proposed changes.
- Ensure that the architect is maintaining appropriate tracking and control of the change order process.
- Reviews the contractor’s schedule on a regular basis for accuracy and compliance with promised milestones, and advise the contractor, designer and the Town regarding any concerns with the progress of construction.
- Works with Town Inspectors to facilitate their visits and review of the construction site.

- Monitors the architect's involvement and performance on construction-related issues.
- Working with the architect, reviews payment requisitions from the contractor for accuracy and makes recommendations as to payment so as to ensure prompt processing of applications for payment.
- Reviews invoices from the architect and reports on accuracy and scope of services to the Town.
- Monitors quality of construction at all times, using any pre-established quality control procedures.
- Ensures that appropriate “as-built” drawings are being created and maintained, and that the contractor is properly recording and retaining all required manuals, samples, cut sheets, etc., related to the quality and nature of the construction in progress on the job site.
- In general, facilitates communication and problem-solving among all construction team members. Promotes a collaborative rather than adversarial relationship among all parties.
- Prepares a written, bi-weekly report to the Town, summarizing the progress of design and construction of the project, highlighting important events and identifying pending issues that must be addressed.
- Attends meetings of the Board of Selectmen and all other Town boards and committees, as necessary or requested by the Town, during the course of the project.

C. PROJECT CLOSE-OUT SERVICES

- Assists the architect and the Town in the preparation of final project punch lists, and facilitate their timely completion.
- In consultation with the architect, advise the Town on the timing of the approval of the Contractor's notice of final completion and final application for payment.
- Assists the Town and Fire Chief in the planning and implementation of all moving activities for equipment, supplies, furniture and furnishings.
- Review all warranty documents, as-built plans and manuals to ensure compliance with the construction contract documents.
- Ensures that all building commissioning and turnover is completed properly and all applicable Town officials, including the Town Administrator, Building Inspector, and public safety personnel are completely informed about the requirements for operation, maintenance and repair of building systems and equipment.

- Makes sure that the Town receives a complete list of all Subcontractors and Suppliers and the applicable warranties and certificates of warranty of both.

D. ONGOING SERVICES

- Maintains regular contact and communication with the Board of Selectmen, Town Administrator, and other Town-designated officials and the architect during the course of the project to ensure that all Town-side participants are fully and timely informed of the progress of the project, the progress and quality of the construction, and the status of project expenditures as compared to the project budget.

V. SUBMISSION PACKAGE

The submitted proposal must correspond to the format and required content as described in the RFQ. Proposers are required to clearly tab proposals in order to increase the efficiency of the review process. Responses that do not meet the required format may be rejected outright, or may be subject to a lower rating when evaluated. Please also note the suggested lengths of each section of a proposal – excessively large proposals with unnecessary, extra content are discouraged.

Information about the logistics of the actual submission process is provided below.

A. COVER LETTER

The cover letter shall be a maximum of two single-sided pages in length and include:

1. An acknowledgement of any addendum issued to the RFQ.
2. An acknowledgement that the Respondent has read the RFQ.
3. An acknowledgement that the Respondent has read the standard contract titled “Agreement for Owner’s Project Management Services. Respondent shall note any exceptions to the standard contract in its cover letter.
4. A specific statement regarding compliance with the minimum requirements identified in this RFQ, and to include identification of registration, number of years of experience and where experience was obtained, as well as date of the MCCPO certification.
5. The name, title, address, email and telephone number of the contact person who can respond to requests for additional information.

B. STATEMENT ON PROJECT APPROACH

This section should be a minimum of two single-sided pages but not to exceed five single-sided pages and should follow these instructions.

1. Describe proposer's approach to project management and why proposer is different from other OPM firms and/or individuals.
2. Discuss proposer's methods of communicating with clients throughout a project.
3. Discuss the role of the Clerk of the Works and time that will be allocated to this project.
4. Provide three examples of the depth of proposers OPM experience, and how this knowledge helped a client to achieve a goal or avoid a large problem.
5. Describe any IT or other tools used to increase effectiveness.

C. ADDITIONAL SUBMISSION INFORMATION AND DOCUMENTS

Proposers may supplement their proposal with additional information that demonstrates relevant experience. Proposers may also submit graphic material and photographs that best demonstrate its project management capabilities. The Proposal shall not have more than 6 single-side 8 1/2" X 11" pages of photographs or graphics. The total length of the Proposal, including the Cover Letter, Statement on Project Approach, and other attachments may not exceed thirty (30) single-sided numbered pages.

D. REQUIRED FORMS

The following completed forms must be included with the submission package.

1. Certificate of Non-Collusion
2. Certificate of Compliance with Massachusetts Tax Laws
3. Certificate of Corporate Authority

E. TECHNICAL SUBMISSION

1. Organization Description: Provide a short resume on the organization. Include types of similar projects for which services have been provided.
2. Financial Stability: Top three ranked proposers shall provide an annual Financial Report of the proposer for the past three years.
3. References: Provide a list of references, contact names with contact information (address, telephone, email) and a brief description of the services provided to them.
4. Project History: Provide a description of the experience your firm has had with renovation projects.
5. Organization Profile: Provide a resume of those individuals to be assigned to this project, a description of their role, and percentage of project for which each will be responsible.

If separate structural, mechanical, landscape design firms or other sub-contractors will be used, provide the information listed in A, C, D, and E above for each.

6. Statement of Work and Product: Include a detailed outline of the specific tasks to be performed indicating what will be done, in what sequence, and by whom. The statement of work should include a draft schedule which indicates how long each task will require, and when client meetings will be held. Provide a clear statement of the scope of work and final product. Clearly indicate any variations from the scope requested herein.
7. Construction Administration Process: Demonstrate construction administration process and how this process creates accountability for the project in progress.

VI. EVALUATION CRITERIA

Proposers who have met the minimum stated qualifications will be evaluated and ranked by the Designer Selection Committee based on the criteria in the chart below. All proposers will be evaluated by the same criteria. The evaluation will be set forth in writing.

The Designer Selection Committee will examine and assign ratings to each proposal section using the following categories:

- Highly Advantageous;
- Advantageous;
- Acceptable; or
- Unacceptable

Any proposal that receives an “Unacceptable” rating for any of the criteria sections may be rejected. In addition to the materials submitted within the proposal, the Town may contact the listed references and may ask for additional information or a clarification of any responses.

The ratings done by the Designer Selection Committee will be combined with the results of reference checks to determine an overall score for each proposer. These scores will then be used to determine the final ranking of the proposers and to identify the top-ranked proposers to be interviewed.

1. General Quality of the Response

| Evaluation Criteria | Scoring Rubric | | | |
|-----------------------------|--|--|---|---|
| | Highly Advantageous | Advantageous | Acceptable | Unacceptable |
| General Quality of Response | Met and/or exceeded all RFQ requirements, including format, understanding of project, completeness of proposal | Met all RFQ requirements, including format, understanding of project, completeness of proposal | Met all basic proposal requirements, some follow-up for clarification and amplification of proposal elements may be required. | Did not meet one or more response requirements. |

2. Previous Project Experience

| Evaluation Criteria | Scoring Rubric | | | |
|--|---|---|---|---|
| | Highly Advantageous | Advantageous | Acceptable | Unacceptable |
| Experience with projects of similar size and scope | Successful management of >5 similar projects and >3 G.L. c.149 public projects and sustainable building and/or LEED experience. | Successful management of >5 similar projects and >3 G.L. c.149 public projects. | Successful management of at least 5 similar projects and at least 3 G.L. c.149 public projects. | Management of fewer than 5 similar projects and/or fewer than 3 G.L. c.149 public projects. |

3. Clerk of the Works Experience

| Evaluation Criteria | Scoring Rubric | | | |
|-------------------------------|---|---|--|---|
| | Highly Advantageous | Advantageous | Acceptable | Unacceptable |
| Clerk of the Works experience | 20 or more years Clerk of the Works experience of which services were for at least 15 projects similar in size and scope to the Seekonk South End Fire Station. | 15 or more years Clerk of the Works experience of which services were for at least 10 projects similar in size and scope to the Seekonk South End Fire Station. | 10 or more years Clerk of the Works experience of which services were for at least 5 projects similar in size and scope to the Seekonk South End Fire Station. | Less than 10 years Clerk of the Works experience. |

4. References and Reputation

| Evaluation Criteria | Scoring Rubric | | | |
|----------------------------|---|--|--|---|
| | Highly Advantageous | Advantageous | Acceptable | Unacceptable |
| Reference Checks | Outstanding recommendations from all reference checks, at least 2 of which involved construction of public safety facilities. | Outstanding recommendations from all reference checks. | Good or “would-repeat” recommendations | Any references which indicated caution or expressed reservations. |

5. Project Approach

| Evaluation Criteria | Scoring Rubric | | | |
|----------------------------|---|--|--|---|
| | Highly Advantageous | Advantageous | Acceptable | Unacceptable |
| Project Approach | Proposer provided an excellent response with appropriate reference to all of the items in section 4 of the RFQ, Scope of Services, and in section 5, Submission Package, subsection B, Statement on Project Approach. | Proposer provided and excellent response and addressed most of the items in section 4 of the RFQ, Scope of Services, and in section 5, Submission Package, subsection B, Statement on Project Approach | Proposer provided an adequate response that addressed most of the items in RFQ, Scope of Services, and in section 5, Submission Package, subsection B, Statement on Project Approach | Proposer did not provide adequate responses to most of the items in RFQ, Scope of Services, and in section 5, Submission Package, subsection B, Statement on Project Approach |

6. Proposed Staffing

| Evaluation Criteria | Scoring Rubric | | | |
|----------------------------|---|--|---|--|
| | Highly Advantageous | Advantageous | Acceptable | Unacceptable |
| Team Members | Highly qualified staff; project leader with outstanding personal recommendations and specifically relevant experience (Public Safety Facilities); staff back-up and additional resources available if needed. | Highly qualified staff; project leader with outstanding personal recommendations | Qualified staff; good project leader recommendations. | Inadequate or negative information regarding proposed team members' and/or project leader's qualifications, background, or experience. |

7. Firm Stability and Capacity

| Evaluation Criteria | Scoring Rubric | | | |
|-------------------------------|---|--|---|--|
| | Highly Advantageous | Advantageous | Acceptable | Unacceptable |
| Firm Stability and Capability | Strong demonstration of financial stability and capacity to undertake project. Demonstration of civic recognition, and overall excellent company reputation | Strong demonstration of financial stability and capacity to undertake project. | Adequate demonstration of financial stability and capacity. | Inability to demonstrate financial stability and/or available capacity to undertake project within required timeframe. |

8. Finalist Interview – if invited

| Evaluation Criteria | Scoring Rubric | | | |
|----------------------------|--|--|--|--|
| | Highly Advantageous | Advantageous | Acceptable | Unacceptable |
| Interview | Proposer clearly reviewed the process as it would unfold, described the work that would be delivered, and was convincing of the depths of its expertise. Staff who would be involved in the contract were present at the interview. Each team member was able to comfortably dialogue with the Designer Selection Committee. | Proposer clearly reviewed the process and work product. Some of the staff who would be involved were present and established a comfortable dialogue with the Designer Selection Committee. | Proposer described the process and the work product. The staff who would be involved in the contract were not present. | The proposer did not adequately describe the process or work product. Key staff were not present at the interview. |

VII. SELECTION PROCESS AND TIMELINE

A. SUBMISSION LOGISTICS

1. Proposals are due **by XXXX a.m. on DAY, MONTH DATE, 2020** in hardcopy form. No fax or email submissions will be considered.
2. Deliver hard copies by hand or by delivery services to:

Town Administrator's Office

Seekonk Town Hall

100 Peck Street

Seekonk, MA 02771

3. Proposals must be sealed, and the package or envelope clearly labeled with the following:
“Seekonk South End Fire Station Project, Response to RFQ for OPM Services”
4. Every proposal must be in two parts, submitted in two separate, clearly marked, sealed envelopes: 1) non-price proposal, and 2) price proposal
5. Please make note that the Town Administrator's Office is open Monday - Thursday from 8:30 a.m. to 4:30 p.m. and Friday from 8:30 a.m. to noon.
6. Six (6) copies of the proposal in final form, one digital and one loose original hard copy in case additional copies are needed to be made for review proposal must be submitted.
7. Late proposals will not be considered. Modifications must be in writing, sealed and clearly labeled as such, and submitted to the Town Administrator prior to the date and hour of the proposal deadline.
8. A proposal may be withdrawn by written request prior to the deadline.
9. The Town is not planning to conduct an information session prior to the proposal submission deadline.
10. Questions must be submitted in writing, via email to the Town Administrator at: scadime@seekonk-ma.gov no later than **TIME a.m. on DAY, MONTH DATE, 2020**. All parties on the RFQ list will be notified of any published answers to substantive questions.

B. SELECTION PROCESS

1. Based on the ranking of respondents using the evaluation criteria and process explained above, the Town may interview a minimum of three proposers. The Designer Selection Committee will interview the finalists, and will rank them in accordance with the stated criteria.
2. The Town requires that the person(s) who will be the principal contact(s) for the project participate in the interview.
3. Following the interviews, the highest ranking firm will be contacted, and a fee negotiation period will take place between the selected firm and the Board of Selectmen.

4. If a mutually acceptable compensation agreement cannot be worked out between the parties, the Town reserves the right to terminate the negotiations with the highest ranked proposer, and begin discussions with the next highest ranked proposer.
5. The Board of Selectmen is the awarding authority for this project. The Designer Selection Committee has been assigned the task of reviewing the proposals and making recommendations to the Board of Selectmen based on its evaluation of qualified proposals.

C. PROPOSED TIMELINE

| | |
|---------------------------------------|----------------------------|
| Question Deadline | XXXXXX, 2020 at XX:00 a.m. |
| Proposal Submission Deadline | XXXXXX, 2020 – XX:00 a.m. |
| Proposals reviewed/finalists notified | XXXXXX, 2020 |
| Finalists Interviewed | XXXXXX, 2020 |

VIII. OTHER INFORMATION

1. No member of the Designer Selection Committee, the Board of Selectmen or the Town Administrator may have any financial or other connections to a proposer being considered for the project.
2. All proposals submitted in response to this RFQ shall remain firm for 90 (ninety) days following the proposal opening.
3. The Town of Seekonk reserves the right to reject any or all proposals or any parts thereof or to solicit new proposals and to award contracts as it deems in the best interest of the Town.
4. The Town reserves its right to waive informalities in a proposal and to award a contract in the best interest of the Town.
5. The Town will require a Certificate of Non-Collusion, a Tax Compliance Certification, a Certificate of Authority, and a Statement on Mass. General Laws Building Code from the selected proposer. All Certificates must be signed in the form attached hereto and submitted with the proposals.
6. The successful proposer will be required to sign the contract presented by the Town, which shall be substantially in the form attached hereto.
7. Information contained in the RFQ and successful proposer's proposal, as determined by the Town, shall be incorporated into and become part of the contract.

8. To the fullest extent permitted by law, the successful proposer will defend, indemnify, and hold harmless the Town from and against any and all liability, loss, damages, costs or expenses for bodily injury or damage to real or tangible personal property which the Town may sustain, incur or be required to pay, arising out of or in connection with the performance of the contract by reason of any negligent action/inaction or willful misconduct by the OPM, its agents, servants or employees.
9. All proposals must be unconditional and shall be deemed to be public records and will become the property of the Town of Seekonk.
10. The Town of Seekonk shall not be liable for any costs incurred by proposers in preparing, submitting or presenting proposals, or in satisfying and demonstrating compliance with the requirements of the RFQ.
11. The selected firm or individual shall be expected to comply with all applicable federal, state and local laws, regulations, bylaws and orders issued by any relevant commission, office, board or court having jurisdiction over the project in the performance of services.
12. The selection of the successful firm or individual shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin. Women and minority owned businesses are encourage to apply.
13. Purchases of goods and services by the Town of Seekonk are exempt from the payment of federal and Massachusetts state taxes to the extent provided by law.

Attachments

1. Contract
2. Certificate of Non-Collusion
3. Certificate of Vote
4. Tax Certification Affidavit