

Mount Greylock Regional School District  
1781 Cold Spring Road  
Williamstown, MA 01267

**REQUEST FOR QUALIFICATIONS  
OWNER'S PROJECT MANAGER SERVICES  
MULTIPURPOSE BUILDING**

Mount Greylock Regional School District will receive sealed applications for Owner's Project Manager (OPM) Services for oversight of architectural, engineering and construction of a new multipurpose building. The proposed building is approximately 5250 SF and will house central administrative functions, public restrooms for a future athletic field, central custodial storage and a ski storage room.

The estimated construction cost is approximately \$2,500,000 – the design phase is to be completed; construction to commence late November, early December – intended occupancy January 2021.

Copies of the Request for Qualifications (RFQ) are available at the Office of the Assistant Superintendent of Business and Finance, 1781 Cold Spring Road, Williamstown, or via email at [awadsworth@mgrhs.org](mailto:awadsworth@mgrhs.org), and on the District's website at [mgrsd.org](http://mgrsd.org).

Mount Greylock Regional School District reserves the right to reject any and all proposals, to waive informalities and to award in the best interest of the District. All questions regarding this RFQ should be directed to the Assistant Superintendent of Business and Finance at [awadsworth@mgrhs.org](mailto:awadsworth@mgrhs.org).

Sealed proposals marked "OPM SERVICES – MULTIPURPOSE BUILDING PROJECT" will be received until **December 11, 2019 at 2 p.m.** and should be addressed as follows:

Superintendent's Office  
Mount Greylock Regional School District  
1781 Cold Spring Road  
Williamstown, MA 01267

**REQUEST FOR QUALIFICATIONS  
OWNER'S PROJECT MANAGER SERVICES  
MULTIPURPOSE BUILDING**

**I. Project Overview**

Mount Greylock Regional School District is seeking proposals for Owner's Project Manager (OPM) Services in accordance with M.G.L. c. 149, §44A1/2, which includes the oversight of architectural, engineering and the construction of a building for new multipurpose building.

The proposed building is approximately 5250 SF and will house central administrative functions, public restrooms for a future athletic field, central custodial storage and a ski storage.

The construction cost is estimated to be \$2,500,000 with approximately 12 month construction period. The estimated time frame for the project to occur is from Fall/Winter 2019 to approximately Winter 2020/2021. Respondents must demonstrate how they will manage this project to meet this timeline.

**II. Background**

The immediate tasks of the OPM will be to provide owner's project manager oversight for all tasks, duties and responsibilities related to design and construction of the new multipurpose building.

**III. Scope of Services**

The Scope of Services are set forth in the attached form of agreement, and shall also include, but are not limited to the following:

Consult with Owner's personnel on all aspects of project development including, but not limited to, established and agreed-upon space program, budget, schedule, schematic design of building and site, traffic and related items.

Advise Owner on the Architect's conformance with established project parameters including program requirements, budget and schedule.

Coordinate with all District departments as necessary to facilitate the completion of the project, including but not limited to attending official and work group meetings. Specifically, manage communication of design and engineering responses to project requirements to insure project requirements are fully understood by all parties.

Represent Owner at design and coordination meetings among Architect and engineering team, and participate in weekly construction meetings.

Provide at least one (1) independent confirmation of Architect's periodic cost estimates during development of the project's final design phases.

Monitor permitting activities.

Assist with pre-qualification and review of bidders and filed sub-bidders.

Assist the Owner and Architect with the solicitation of bid(s) for construction work, as well as all required filed sub-bids in accordance and compliance with all public bidding requirements and General Laws of the Commonwealth of Massachusetts.

Perform all duties per MGL Chapter 149A, Section 44A 1/2.

Prepare, maintain and monitor the overall project schedule.

Collaborate with the Architect in reviewing and advising on Change Orders, Requisitions and other contractor requests.

Provide weekly reports to the Owner regarding project quality, schedule and overall performance of the team on the project.

Review / quality control construction documents and specifications prior to bidding.

Prepare, monitor and maintain the Owner's Total Project Budget.

Act as the Owner's Representative during the construction of this project.

Monitor budget compliance and coordinate on-site issues with Architect and Contractor.

Perform oversight of project close out including punch list, instructions to Owner's personnel on operation and maintenance.

Assist with evaluations of contractors and sub-contractors upon completion of the project(s).

Oversee the work of the Designer and complete Designer Evaluation upon completion of the project.

#### **IV. Minimum Requirements**

In order to be eligible for selection, each Respondent must certify in its cover letter that it meets the following minimum requirements.

Respondent is a registered architect or professional engineer with at least five (5) years of experience in the construction and supervision of the construction and design of public buildings or, if not registered, have at least 7 years of experience in the construction and supervision of construction of buildings of similar size and scope of complexity.

Certified OPM credentials are preferred.

The OPM must be independent of both the architect and construction firm and will be selected prior to the bidding of the construction contract.

The OPM will have this project as its primary responsibility and will be available at all times to the District and contracted entities.

The OPM shall include in its submission a statement of its experience (by the firm and key personnel) on similar type and size projects in the last five (5) years at least two (2) of which shall be public projects; documented and demonstrated knowledge of MA State Building Code and all pertinent codes and regulations related to the successful and timely completion of projects; demonstrated knowledge of MA procurement laws (MCPPO certification preferred).

The OPM shall also include evidence of its capacity and financial stability to perform the project, documentation that all consultants and key personnel have any required certifications and licenses and documented evidence that the firm has met deadlines and estimated budgets regarding the successful completion of public construction projects.

#### **V. Evaluation Criteria**

Proposals will be evaluated in accordance with the following evaluation criteria:

1. Compliance with the minimum qualifications.
2. Compliance with the submission requirements.
3. Prior successful experience within the public sector, especially in multipurpose building design and construction. Demonstrated ability to work with municipalities and multipurpose building committees.
4. Evaluation of references for similar projects.
5. Proposed approach to this project which will minimize project management costs while assuring high quality standards of performance in meeting the District's goals and objectives for completion of a well-constructed building within budget and on time and giving maximum value

- for money.
6. Depth and breadth of experience and qualifications of the personnel and consultants to be assigned to this project.
  7. Evaluation of the financial stability and insurance requirements of the firm and that of any of the sub-consultants.
  8. Applicants experience in applying LEED certification standards.
  9. Any other criteria the District deems relevant.

The District may request that one or more applicants provide additional information during the selection process. The District will review and evaluate all proposals in accordance with the selection criteria and will select and rank three finalists. Once the three finalists are chosen, the District will commence negotiations with the top-ranked finalist to negotiate a fee, and if the District cannot, in its sole discretion, negotiate a reasonable fee with the top-ranked finalist, it will cease such negotiations and begin negotiations with the second ranked proposer, and so on until a reasonable fee is negotiated.

#### **VII. Fee**

The District will negotiate a fee for services with the selected OPM.

A final construction cost in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased OPM fee.

#### **VIII. Additional Information**

1. The Superintendent, working along with the School Committee, will be responsible for oversight of this project. The primary contact for the District will be determined prior to award of a contract, and will work with the selected OPM throughout the project.
2. All communication and correspondence shall be directed through the Superintendent or her designee unless otherwise specified in writing.
3. Mount Greylock Regional School District is an Affirmative Action/Equal Employment employer, which encourages the utilization of minority and women-owned enterprises.
4. Mount Greylock Regional School District reserves the right to reject any proposal which, in its judgment, fails to meet the requirements of the RFQ; or which is incomplete, conditional, or obscure; or which contains additions or irregularities; or in which errors occur; or if determined to be in the best interest of the District to do so.
5. Mount Greylock Regional School District may cancel this RFQ, in whole or in part, at any time whenever such act is deemed in its best interest. The District reserves the right to waive minor discrepancies or permit an applicant to clarify such discrepancies and so conduct discussion with all qualified applicants in any manner necessary to serve the best interests of the District.
6. Finalists may be required to meet with the Superintendent, School

- Committee and other individuals as necessary for an interview.
7. If the RFQ is obtained from the District's website, it is the sole responsibility of the Respondent to obtain any/all future addendums. Faxed responses to the RFQ will not be accepted.
  8. All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Record Law, G.L. c.66, §10 and G.L. c.4, §7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.
  9. The District reserves the right to waive or permit cure of minor informalities, errors, or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondent and to take any other measures with respect to this RFQ in any manner necessary to serve the best interests of the District.
  10. After successful negotiations on fee, the selected Owner's Project Manager will be expected to execute a contract in substantially the form attached hereto, as Attachment A.
  11. Any questions regarding this RFQ must be submitted to Superintendent, Mount Greylock Regional School District by 2 pm, December 05, 2019. Questions can be e-mailed by that time/date to [awadsworth@mgrhs.org](mailto:awadsworth@mgrhs.org). Any addenda issued will be posted on Mount Greylock Regional School District's website: [wlschools.org](http://wlschools.org).

#### **IX. Proposal Submittal**

Applications will be received until 2 p.m. December 11, 2019, and should be clearly marked "**OPM SERVICES- MULTIPURPOSE BUILDING PROJECT**".

Send to:  
Superintendent  
Mount Greylock Regional School District  
1781 Cold Spring Road  
Williamstown, MA 01267

Applicants shall submit a Proposal and Statement of Qualifications for OPM Services for this project. Each Proposal should be based on an inspection of the site and the ability of the applicant to complete the job in a timely manner.

Each applicant is asked to submit one signed original and five (5) copies of the Qualifications submittal, as well as an electronic (PDF) copy labeled thumb drive, to include the Standard Designer Application Form for Municipalities and Public Agencies not with DSB Jurisdiction. A copy of the form is included in this RFQ. Acknowledgement of any addenda, if applicable, must be included. Faxed copies will not be accepted.

Proposals should include the following, in addition to addressing the scope of

services and minimum requirements set forth above:

1. Provide a list of at least five (5) references (names and telephone numbers).
2. Provide a list and a brief description of similar multipurpose building projects (in scope and size) completed within the past five (5) years. Include who in your firm was involved in the project, as well as the primary contact at the owner's site (name and telephone number).
3. Provide a list of all projects where your firm is currently working, including project cost and estimated completion date.
4. Provide the resume, name and title of all those who will be assigned to this project.
5. Execute and comply with state tax compliance certification.
6. Execute and comply with Non-Collusion statement.
7. Execute a Certificate of Corporate Authority.
8. Provide a copy of a certificate of insurance indicating insurance coverage as follows:
  - Professional Liability \$1,000,000
  - General Liability \$1,000,000
  - Auto Liability \$1,000,000
  - Workers' compensation at statutory limits(A certificate specific to the job will be required from the awarded OPM. This certificate must list Mount Greylock Regional School District as a certificate holder and as an additional insured.)

A Respondent may withdraw or modify its proposal prior to the deadline. All proposals submitted must remain valid for 90 days following RFQ deadline.

The District is not responsible for, and will not pay for, any costs incurred in preparing a Response to the RFQ, interviewing for the project, negotiating a contract for the project, or any other costs incurred prior to entering a contract with the OPM.

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies that the bid, proposal and agreement have 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.

Executed under and as a sealed instrument this        day of 2019.

Respectfully submitted,

(Name of bidder)

(Signature)

(Type name and title)

Date:



MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
STATE TAXES CERTIFICATION CLAUSE

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

By:

* Signature of individual or Corporate Name (Mandatory)	Corporate Officer (Mandatory, if applicable)
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**CERTIFICATE OF CORPORATE AUTHORITY**

At a duly authorized meeting of the Board of Directors of

\_\_\_\_\_ (Name of Corporation)

held on \_\_\_\_\_ it was VOTED that:  
(Date)

\_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such \_\_\_\_\_ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST:

\_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Corporation)

that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of  
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

**ATTACHMENT A**  
**SAMPLE AGREEMENT FOR PROJECT MANAGEMENT SERVICES**  
**MULTIPURPOSE BUILDING**

The following provisions shall constitute an Agreement between the Awarding Authority of Mount Greylock Regional School District, acting by and through its Superintendent, hereinafter referred to as "Awarding Authority", with an address of 1781 Cold Spring Road, Williamstown, MA 01267, and \_\_\_\_\_, with a usual place of business located at \_\_\_\_\_, hereinafter referred to as "Project Manager", effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019. 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 completion date of \_\_\_\_\_, 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 relationship of trust and confidence established between it and the Awarding Authority by this Agreement.

1.1.4. The Project Manager recognizes and understands that this Project will be constructed adjacent to and within existing facilities that will continue to provide services throughout the life of this Project and understands that the Awarding Authority places special emphasis on this fact. The Project Manager agrees, insofar as possible and reasonable, to provide the Project Management Services in a manner that is compatible with the Awarding Authority's special needs, taking into consideration that certain limitations will be imposed on the Contractors during construction, and that the Project Management Services must allow for implementation by the Contractors in a manner that will minimize any disruption of or interference with the operation of such facilities. In allowing implementation by the Contractors, it is understood that the Project Manager will not be responsible for interferences or disruptions caused by the Contractors.

1.1.5 The Project Manager shall perform the duties per MGL Chapter 149A, Section 44A 1/2.

1.1.6 The Project Manager shall prepare, maintain and monitor the overall project schedule.

1.1.7 The

## **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, shall have the authority to request services under this Agreement and shall render decisions reasonably promptly and furnish information reasonably expeditiously so as to avoid undue delay in the Project Manager's services on the Project. Unless otherwise provided by the Awarding Authority, the \_\_\_\_\_ Committee (or official) is hereby designated as the Awarding Authority's representative for this Project.

2.2. The Awarding Authority will retain a design firm (the "Designer") to design and to prepare contract documents for the Project.

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

2.4. The Awarding Authority shall provide for the Project Manager's use at the Project site directly through the Contractors 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 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. If the Project Manager performs any services for the Project after \_\_\_\_\_, such services shall be deemed additional services, and the Project Manager shall be entitled to be paid for such additional services in accordance with Paragraph 4.3 below.

3.2 If the Project is delayed at any time in the commencement or progress of the Work by an act beyond the Project Manager's control, including an act of the Awarding Authority, Architect or Contractors or their employees or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or by delay authorized by the Owner pending mediation and/or arbitration, then the Contract Time and the Contract Sum shall be equitably extended and adjusted by Change Order for such reasonable time and amount as the parties shall agree to.

**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 \$\_\_\_\_\_, payable in equal monthly installments commencing on \_\_\_\_\_ until \_\_\_\_\_. If this Agreement is entered into after \_\_\_\_\_ (first date above), then promptly following execution and delivery of this Agreement by both parties, the Awarding Authority shall pay the Project Manager for the Project Manager's services rendered as of such date.

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. If additional services, not required under the Agreement, are requested in writing by the Awarding Authority, or if the Project Manager performs any services for the Project after \_\_\_\_\_, unless such services were made necessary by an act or omission of the Project Manager as determined by a court of competent jurisdiction, the Awarding Authority shall pay the Project Manager at the hourly rates set forth on Attachment A for hours worked. Such rates shall include all salary, benefits, overhead and profit and all expected reimbursable expenses; provided, however, such rates shall not include actual third party out-of-pocket expenditures. The Awarding Authority reserves the right to request that the 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.

4.4. The Project Manager shall provide the Awarding Authority with an estimate of expected costs for any requested additional services prior to undertaking such work.

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 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.

4.8. Undisputed payments due but unpaid sixty (60) days after the invoice submittal date shall bear interest at the legal rate in Massachusetts.

#### **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 ten (10) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such ten (10) 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 rendered prior to the date of termination.

#### **ARTICLE 7: INDEMNIFICATION:**

7.1. The 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 Project Manager's performance of the services under this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by the willful misconduct or negligent acts or omissions of the Project Manager, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, 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 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 Project Manager, or anyone for whose acts the Project Manager may be responsible.

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. The Awarding Authority agrees to include in the general conditions of the construction contract a provision requiring contractors to indemnify and hold harmless the Project Manager, and to name the Project Manager as an additionally insured party on all applicable insurance certificates.

#### **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 (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 project managers, and (iii) demonstrating an understanding of the established schedule, budget and other Awarding Authority objectives for the Project and each component thereof, it being understood that the Project Manager is not guaranteeing compliance of the Project with the schedule, budget or other Awarding Authority objectives.

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, all amendments and changes shall be approved by the Awarding Authority's District Accountant prior to execution by the Awarding Authority. No amendment or change to the Agreement provisions shall be made until after the written execution of the amendment or change to the Agreement by both parties.

**ARTICLE 12: INSURANCE:**

12.1 The Project Manager shall obtain and maintain throughout the duration of the Project the following insurance limits and coverages:  
Commercial General and Automobile Liability Insurance shall be written for not less than the limits of liability as follows:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products-Complete Operations Aggregate Limit
\$1,000,000	Personal Injury and Property Damage Limit

Business Automobile Liability: \$1,000,000 Each Accident - Single Limit

Excess Umbrella Liability: Minimum of \$1,000,000.

Professional Liability: Minimum of \$1,000,000

Workers' Compensation Insurance: The Project Manager shall, at its own expense, obtain and maintain Workers' Compensation Insurance as required by law.

12.2. The 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 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. The Awarding Authority shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under this Agreement. The Awarding Authority will procure a Builders' Risk policy (either directly or through the Contractor) which will include a Waiver of Subrogation clause.

### **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 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 individuals 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 construction work 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 aforesaid, then her 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 and 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 of the Project. Each member of the 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 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 project manager shall be at the Project site at least \_\_\_\_\_ days a week for a total of \_\_\_\_\_ hours; the assistant project manager shall be at the Project site full time (40 hours a week), and shall possess an unrestricted Massachusetts Contractor License. The group manager for the Project shall work on the Project matters at least one day a week, unless mutual agreement determines otherwise.

16.5. The 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.

16.6. 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 as 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 an 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).

**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 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, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be amended as mutually agreed by the Awarding Authority and the Project Manager to make such insertion or correction.

18.6 No employee or official of either the Awarding Authority or the Project Manager 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 certify under the penalties of perjury that the Project Manager has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

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

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

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

PROJECT MANAGER

AWARDING AUTHORITY  
MOUNT GREYLOCK RSD

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

By  
Board or Individual Official

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

\_\_\_\_\_

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

In accordance with M.G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this Agreement is available therefore and that the School Committee has been authorized to execute the Agreement and approve all requisitions and change orders.

By: \_\_\_\_\_  
District Business Office

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

Approved to as to form:

\_\_\_\_\_  
District Counsel