



**Police Station Building Committee
Agenda & Meeting Packet**
January 24, 2024

Meeting will be held at the **Municipal Building**
2nd floor, Council Chambers
355 East Central Street
7:00 PM

A NOTE TO RESIDENTS: All citizens are welcome to attend public board and committee meetings in person. Meetings are also live-streamed (and archived) by Franklin TV on the [Franklin Town Hall TV YouTube channel](#). Meetings are also shown live and on repeat on Comcast Channel 9 and Verizon Channel 29. In an effort to maximize citizen engagement opportunities, citizens are welcome to continue to participate remotely via phone OR Zoom.

The Link to access the meeting via Zoom for the January 24, 2024 Police Station Building Committee meeting is below:

- Zoom Link [HERE](#) -- Then click "Open Zoom".
- Or copy and paste this URL into your browser: <https://us02web.zoom.us/j/88673611781>
- Call-In Phone Number: Call 1-929-205-6099 and enter **Meeting ID # 886 7361 1781** --Then press #
- Participants are muted upon entry into the Zoom platform and will not be able to unmute themselves without permission from the Zoom host. To request permission to unmute, please use the "raise hand" function on your Zoom screen.

Agenda:

1. [Review of Owner's Project Manager \(OPM\) Request for Qualifications \(RFQ\)](#)

This is a meeting of the Franklin Town Council Sub-Committee; under the Open Meeting Law, this subcommittee is a separate "public body" from the Town Council. Therefore, unless the Town Council has separately notified and posted its own meeting, Councilors who are not members of this subcommittee will not be permitted to speak or otherwise actively participate @ this meeting, although they may attend and observe. This prohibition is necessary to avoid the potential for an Open Meeting Law Violation

REQUEST FOR QUALIFICATIONS (RFQ)

TOWN OF FRANKLIN

OPM SERVICES FOR A NEW POLICE STATION

In accordance with Chapter 7c, §§ 44-58 of the Massachusetts General Laws, it is the intention of the Town of Franklin to retain the services of an Owner's Project Manager (OPM).

The term Owner's Project Manager is defined as "an individual, corporation, partnership, sole proprietorship, Joint Stock Company, joint venture, or other entity engaged in the practice of providing project management services for the construction and supervision of construction buildings." The owner's project manager is prohibited from having any affiliation with the designer, contractor, or any other party having an interest in the project.

Project: New Franklin Police Station on a new site. The current Franklin Police Station opened in 1991 when there were 22 patrol officers and about 15,000 less people living in Franklin. The existing site is constrained by wetlands surrounding 3 sides of the site.

Estimated Construction Cost: Est. \$40,000,000

Location: To be determined

Time Frame: OPM Services starting January 2024

Building Construction: To be determined

Information session: at ????????????????

Proposals due: ???????????????? 206, 355 east central street.
Franklin, MA

I. Requirements:

Under the direction of the Town Administrator, the Owner's Project Manager (OPM) shall work with the Town to provide advice and consultant services with respect to design, value engineering, scope of work, cost estimating, general contractor, and subcontractor pre-qualification/guidance pursuant to section MGL c. 149, §44D ½ or 44D ¾ when applicable, project construction and contract close out services.

The OPM shall be a person who is registered by the Commonwealth of Massachusetts, as an architect, or professional engineer, and who has a least five (5) years experience in the construction and supervision of construction of buildings or a person, if not registered as an architect or professional engineer, who has at least seven (7) years experience in the construction and supervision of construction of buildings.

The OPM shall be independent of the designer, general contractor, or any sub-contractor involved in the building project.

II. Town's Participation:

- The Town has a Chief Procurement Officer who will procure any and all Request for Proposals (RFP), formal bidding including all legal advertisements, required wage rates, standard notices to local paper, Central Register, and Commbuys.
- The Town will also track all certificates of insurance, bonds from designer, and the general contractor.

III. Background:

1. The Firm chosen will assist the Town of Franklin with a choosing a designer along with all phases of the project

IV. Scope of Services:

- The OPM shall assist the Town and the Architect in site selection to find a favorable location to site a new Police Station in the Town of Franklin.
- The OPM shall advise the Town as to whether any aspects of the Project should be modified within a particular area or budget estimate, space needs, and ensure that the designer follows through on providing information which may be necessary to complete the design for the building and site improvements.
- Cost estimating services (if applicable). The future Designer Agreement will provide for two (2) formal cost estimates one at completion of the Schematic Design and the second will be a complete detailed cost estimate prior to bidding. The OPM will be required to provide one cost estimate of the construction documents.
- The OPM is expected to coordinate all issues and discussions involved with the project and advise the Town as to the budget implications resulting from decisions made about the building at appropriate stages of design to assure the Town that the designer is fulfilling its contractual obligations.
- Additional enabling activities include but not limited to: the overall project management plan, master schedule, cost control, financial commitments, project delivery (procurement) strategy, and any public approvals (if applicable).
- Design participation shall include input on the schematic plans, design development phases, construction documents, bidding/award recommendation, construction interface or oversight. A/E report, building department review, public works, fire, water and sewer documentation/review and approvals, review of utilities, life cycle costs analysis.
- During the Bidding Phase, the OPM will work with Town's Chief Procurement Officer to review set of drawings, specifications, any addenda's, bids/bid protests and recommendations from the Architect as to any award recommendations.

- OPM Construction Services include any additional design input and review, cost and schedule control(s), logistical planning, construction observation, work with the Chief Procurement Officer for project procurements not limited to the construction, work with Town Inspectors both building and the facilities director. This may include procuring for professionals in the testing field(s) compaction, curing, and construction services (Clerk of Works), or any required professional services to complete the project delivery.
- This phase may also include attendance at the pre-construction conference, OPM schedule, an RFI system, construction photos, change order review/management/recommendation, (provide an opinion regarding reasonableness of cost in conjunction with input from the Architect), manage, log, and track all PCO's and Change Orders, shop drawing compliance/ reviews and approvals, construction observation by on-site Clerk of Works retained by the OPM, schedule monitoring, project records, testing, daily logs, review of application for payment and attend weekly project meetings, prepare/distribution of meeting minutes. The Design Team shall be responsible for the construction meeting minutes and any distribution.
- All monthly reports/schedule/budget should be submitted to Town Administrator or his designee. Monitor any claims for additional time and or costs (T & M basis) in the field by OPM's Clerk.
- OPM Project Closeout Services may include but not limited to punch list, substantial completion certification, certificate of occupancy, moving co-ordination and setup, final completion, project completion certification, record documents, O & M manuals, warranties, instructions, release of liens affidavits, co-ordination drawings, any startup procedures, equipment operation reports (if applicable), warranties, project acceptance recommendation, monitor status and completion of the punch list items.
- OPM agrees to be available for any future Litigation on an hourly basis separate from the initial fee (if applicable). The Town will require hourly rates to be submitted following the lump sum negotiations.
- OPM to be available for three (3) evening meetings to assist the Town in a Project briefing and/or presentations in the evening before Town Committees and Boards. Any additional night meetings would be outside of the lump sum agreement and would be invoiced on an hourly basis with a defined "scope of presentations" or the Town could negotiate an assumed number of hours (if applicable).
- Provide a qualified on site Clerk of the Works to oversee the Project as the Town's representative. The Town might agree to a part-time Clerk for this Project or a flex schedule of 30 hours per week. The Town has had success with utilizing the Facilities/Building Department(s) staff to supplement the project monitoring and contractor's schedules.

The OPM and/or Clerk's responsibilities include:

- Town' Representative - Daily Construction Oversight
- Attend regular Job-Site Meetings
- Attend Town Meetings when required (based on an hourly task outside of scope) if applicable

- Review the Schedule of Values (SOV) independently and work with the Contractor to arrive at an acceptable SOV that can be used as basis of monthly pay requisitions.
- Review Construction Contractor's Schedule
- Ensure that the Architect has addressed all the Federal, State and local Fire Safety Codes and Regulations are clearly delineated
- Develops and implements control systems for monitoring the project progress with respect to cost, schedule and quality for providing early warning of impending problems
- Prepares contingency plans for corrective actions with the Town's approval
- Keep the Town advised on an ongoing basis of all significant project developments including conditions and circumstances that could cause delays or be inconsistent with the project requirements.
- Updates and issues a monthly master project construction schedules to show current conditions and revisions.
- Monitors the contractors, sub-contractor(s) and consultants on processing shop drawings, project data and samples and equipment delivers with a long lead-time.
- Expedites and participates in the Town's review of project data and samples when such review is requested by the Designer.
- Recommend courses of action for the Town when contract requirements are not being fulfilled and the non-performing party will not take corrective actions
- Advise the Town of necessary or desirable change orders to the Project assist in negotiation of all contractors' change order proposals and submit recommendations to the Town and the Designer. Establish and implement a change order system monitoring approved, pending change order and anticipated changes orders establish a time line for processing change orders that does not interfere with the progress of the work.
- Develop and implement procedures or prompt review and processing of Contractor's applications for payment, including certifications required by the Designer making recommendation for payment. Assume the Clerk would review the "pencil req." with the Contractor and the OPM reviews/signs final Req.
- Monitoring and collecting all Certified Payrolls from filed-sub contractors; sub subs, and the General Contractor's to be turned over to the town on a monthly basis.
- Monitoring project goals with respect to MBE and WBE, oversee contractor's compliance with these project goals.
- Oversee the submittal and implementation of the contractor and sub-contractor(s) safety programs as required by the contract documents.
- Oversee the activities and responsibilities of the Contractor to assist in maintaining schedules, control costs, assure quality, and minimize disruption, monitoring compliance with the contract requirements.
- Advise the Town in selecting and retaining professional services for testing or other technical services as needed
- Oversee and coordinate quality assurance, testing and inspection programs including all project closeout requirements, shop drawings and punch lists.
- Encourage Contractor to properly record and maintain all types of progress prints, manuals, samples, cut sheets etc. related to the quality and nature of the construction in progress on the job site.
- Complete meeting minutes on the project's development as required by the Town
- Prepare monthly progress reports for distribution to the Building Committee (if applicable) and the Town Administrator as requested.
- Co-ordinate with the Town's Purchasing Department, as necessary, for the procurement of items required for the project.

- Complete comparison cost estimates as required for future contractor work orders or the Town's requirements as it relates to the Police Station Project.

V. Qualifications for OPM:

All Candidates must possess the following minimum qualifications to be considered "responsive":

The OPM shall be a person who is registered by the Commonwealth as an architect or professional engineer and who has a least five (5) years experience in the construction and supervision of construction of buildings or a person, if not registered as an architect or professional engineer, who has at least seven (7) years experience in the construction and supervision of construction of buildings.

The OPM shall be independent of the designer, general contractor, or any sub-contractor involved in the building project.

1. Thorough knowledge of the Massachusetts State Building Codes, the American with Disabilities Act, and applicable construction related codes and regulations.
2. Strong technical and administrative skills in managing large-scale and small construction projects including scheduling and cost control skills.
3. Ability to read and interpret construction drawings, specifications, project submittals and project close out tasks.
4. Extensive working knowledge of the Commonwealth of Massachusetts Designer Selection, procurement laws including public building construction with pre-qualified filed sub-bids and horizontal construction.
5. Strong estimating skills and working knowledge of "means and methods" or other comparable and recognized estimating standards.
6. Excellent verbal and written communication skills and ability to interface with the Town Administrator, Inspection Department and the building committee.
7. Must be willing to work for a fixed fee, however, the contract will provide for equitable adjustments in the event of change in the scope of services and construction time line.
8. Identify all key personnel, specialists, and or individuals, or any outside firms that will be utilized on this project.

This information should be commented on and included in the one-page introductory cover letter to be submitted with each proposal.

VI. Additional Information:

The OPM will experience diverse working conditions from an office environment to construction sites. The Individual may spend up to 20 % of time performing field inspections.

The Town will rate all proposals based on the qualifications listed in each submittal responding to the RFQ.

A "**responsive rating**" shall be given to all proposals received prior to the deadline for submittal, and having submitted the appropriated signed documents and the required information the Town is looking for in Sections V, VII, and VIII. Those proposals assigned with a "responsive rating" shall be further evaluated in accordance with Section VII.

*Those proposals received after the deadline for submittal, or those proposals received that are missing the required signed forms or the wrong Commonwealth of Massachusetts Application Form –will **not** be considered for any evaluation by the Town. These proposals will be classified as being "non-responsive. In addition, any proposal indicating a proposed fee schedule or fee base agreement for this project shall be considered as non-responsive.*

The Designer Agreement will be on the AIA 1987 version with the Town Attorney's Rider A.

The Town reserves the right to accept any and all proposals and to waive all informalities in a proposal and to award a contract in the best interest of the Town. The award of the contract may be subject to an appropriation.

The Town will respond to questions if received three (3) days in advance of the deadline for the proposal submittal. All questions should be faxed to 508-520-4918 or emailed to pvickery@franklinma.gov

VII. Submission Requirements:

The Proposal shall consist of the following items and shall be submitted by each Candidate desiring consideration:

Applicants should use the Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within the DSB Jurisdiction 2005. The Application can be downloaded from www.mass.gov/dcam Any other form used will **not** comply and the Town will consider the proposal as non-responsive.

1. The standard form should include the Name and professional background of each individual who will have primary or secondary responsibility for servicing the Town.
2. Background information on all firms or individuals with a role in the Project.
3. A list of other Communities to which the Firm has provided project management services, relative in value and complexity to the Town's Project completed (within the past five 5 years), including references to each project.
4. A description of the firm's project management work plan that includes a brief narrative outlining how the Town will be served and how the prospective Project will be managed.
5. In addition, a cover letter should include reference to an approximate start date, work plan, staff assignments with the Town should the Firm be selected and the Town achieves successful negotiations for an agreement.
6. Include all required signed forms except the Corporate Vote. See section XIV.

7. Interested Firms shall submit an original and five (5) copies of the firm's Proposal to:
Pam Vickery, Chief Procurement Officer
Town of Franklin, Municipal Building
Purchasing Office, Room #206
355 East Central Street
Franklin, MA 02038

Telephone Direct: 508 520 4918
Email: pvickery@franklinma.gov

Deadline for submission of proposals is ?????????????????????? ***Room 206 of the Municipal building, 355 East Central Street, Franklin, MA 02038***

VIII. Evaluation and Selection Criteria:

The Committee will review all the proposals submitted. Each proposal will be evaluated on the selection criteria to the extent which the proposal addresses the scope of work, experience of the proposed staffing and commencement of the work plan.

Proposals, which include all documentation specified under submission requirements and meets the submission deadline, shall be deemed to be "responsive".

All such proposals shall be further evaluated on the basis of the following Comparative Evaluation criteria:

• ***SELECTION***

Contractors will be further evaluated using the Evaluation Criteria by the measure set forth below.

A rating of Advantageous or Highly Advantageous will be assigned to responses.

1. Related Experience: Successful experience in the role of Owner Project Manager in the Commonwealth of Massachusetts over the last ***five (5) years*** shall be considered responsive.

- Experience in completing two (2) but less than three (3) Owner Project Manager Contracts in the Commonwealth of Massachusetts over the last ***five (5) years*** shall be considered advantageous.
- Experience in completing three (3) or more Owner Project Manager contracts in the Commonwealth of Massachusetts over the last ***five (5) years*** shall be considered as highly advantageous.

1A. Extended Experience: Firms having completed the role of OPM and having staff assigned to the on-site Clerk of the Works role for a City or Town with a project the size of the Library in the Commonwealth of Massachusetts during the past ***three (3) years*** shall be considered as responsive.

- Firms having completed the role of OPM and having staff assigned to the on-site Clerk of the Works role for a City or Town with a project the size of the Library in the

Commonwealth of Massachusetts for two (2) but less than three (3) over the past three (3) years shall be considered as advantageous.

- Firms having completed the role of OPM and having staff assigned to the on-site Clerk of the Works role for a City or Town with a project the size of the Library in the Commonwealth of Massachusetts for three (3) but less than four (4) over the past three (3) years shall be considered as highly advantageous.

2.Team/Key Staff:

Qualifications and involvement of key personnel-including the site Clerk, any sub-Consultants and any outside Engineers proposed to be assigned to the project--and the experience of such Personnel in relation to successfully completing the role of Owner Project Manager/Clerk of Works for a Project similar in size and nature in the Commonwealth of Massachusetts over the last three (3) years will be considered responsive.

- Candidates who are registered as an architect or professional engineer and have at least five (5) years of relevant experience in construction and supervision of buildings or an individual within a firm having seven (7) years relevant experience in construction and supervision of construction of buildings in the public sector in the Commonwealth of Massachusetts will be considered advantageous.
- Candidates who are registered as an architect or professional engineer and have at least seven (7) years of relevant experience in construction and supervision of buildings or an individual within a firm having nine (9) years relevant experience in construction and supervision of construction of buildings in the public sector in the Commonwealth of Massachusetts will be considered highly advantageous.

2A. Extended Team Experience:

The Proposed Team assigned to the Town's Project should have firsthand experience with Building Construction **over the last five (5) year**. Successful experience in building/site construction as a site Clerk of the Works in the Commonwealth of Massachusetts will be considered responsive.

- Experience as a site Clerk of Works for building/site construction for two (2) but less than three (3) Building Construction and Site Improvements similar in nature to the Library in the Commonwealth of Massachusetts shall be considered as advantageous.
- Experience as a site Clerk of Works for building/site construction for three (3) but less than four (4) Building Construction and Site Improvements similar in nature to a Police Station in the Commonwealth of Massachusetts shall be considered as highly advantageous.

3. References: The Town will contact selected references for projects that it deems most applicable to this project. In particular, the Town would like references from Clients having direct OPM Services with the Firm in the Commonwealth of Massachusetts. This may include references on projects of key subs. The Town reserves the right to select the references at random. Firms receiving stellar ratings will be considered responsive.

- Firms having achieved successful OPM experiences from two (2) but less than three (3) references in the Commonwealth of Massachusetts will be assigned an advantageous rating.
- Firms having achieved successful OPM experiences from three (3) or more references in the Commonwealth of Massachusetts will be assigned a highly advantageous rating.

4. Work Plan: Candidates shall submit a work plan of services to include all staffing from the OPM, Clerk of Works, Staff back-up and the availability of such staff and an approximate start date for the Town's Project.

A rating of responsive will be given for a clear plan of service and time line.

- Work Plans indicating the Project Manager would be available to commence work within four weeks of award notification shall be considered as advantageous.
- Work Plans indicating the Project Manager would be available to commence work within two weeks of award notification shall be considered as highly advantageous.

**It is estimated the Town would have an OPM agreement in place on or before
????????????????????**

4A. Work Plan / Part 2: Candidates shall submit a work plan of services to include all staffing from the OPM, Clerk of Works, staff back-up and the availability of such staff and an approximate start date for the Town's Project.

- Candidates having a congested work load and minimal staffing available for back-up and assistance to the town's project shall be considered responsive.
- Candidates having a non-congested work load and the adequate staffing available for back-up and assistance to the town's project shall be considered as advantageous.
- Candidates having a non-congested work load and the appropriate staffing available for back-up and assistance to the town's project shall be considered as highly advantageous.

IX. Rule for Award:

All proposals received will be reviewed and evaluated by the Committee based on the qualifications listed in the Request for Proposal. The Committee shall prepare a short-list of responsive, qualified individuals/firms, to be selected for interviews with Committee.

The Committee will make a recommendation to the Town Administrator. The Town Administrator shall award a contract for the scope of services and negotiate a lump sum agreement with the firm that submits the most advantageous proposal. Any additional future

services or changes in those services negotiated shall be adjusted by way of a contract amendment.

At the time of negotiations, the Town will look to the Firm to provide a list of hourly fees for the staff assigned to the Town's Project.

The fee for the OPM shall be negotiated and shall include any cost associated for staffing including the proposed on-site Clerk of the Works, staffing back-ups, telephone, computer, electronic communications, fax, postage, courier/special handling and delivery fees, camera, technical assistants, expense of additional insurance including professional liability insurance travel/mileage or photocopying or reproduction, project photographs and applicable cost estimating.

The Construction Manager's relationship shall be that of an Independent Contractor and not as an employee of the Town. The Town shall have no liability whatsoever except for the payment of compensation for services rendered and other reimbursable expenses, if approved in advance of spending by the Town.

The award of this contract may be subject to the availability of funding.

X. Interview:

The OPM and the proposed on-site Clerk of the Works being assigned to the Town's Project should plan to attend the interview session. All interviews will be conducted during regular business hours here at the Town Administration Building, 355 East Central St., Franklin, MA.

The Town will conduct interviews during regular business hours during the week of ?????????????????? with firms selected on the short list.

XI. Insurance Requirements:

The Town of Franklin will require the OPM to provide a certificate of insurance indicating coverage's in general liability, automobile liability each in the amount of \$2,000,000 and the required Workers Compensation per the Commonwealth of Massachusetts and a Professional Liability Insurance Certificate.

XII. Return of Proposals:

All proposals received by the Town prior to the deadline for submission of proposals will be returned upon presentation of a signed request and proof of representation to the Purchasing Department. All proposals received at the deadline for submission for consideration by the Town will remain public record of the Town.

XIII. Committee:

The Committee consists of the Police Officers, Town Administrator, Director of Public Facilities, Engineers and other Parties selected by the Town.

XIV. Required Statements/Forms:

Per M.G.L. c.7 section 38H(e) the following required statements must be signed and included in proposal:

- **CERTIFICATE OF NON-COLLUSION**

The Designer certifies under penalties of perjury that it has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive

whatsoever to or from any person in connection with the contract. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, the Designer certifies under the penalties of perjury that throughout the duration of the contract, it will not have any financial relationship in connection with the performance of this contract with any materials manufacturer, distributor or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Signed

Date

Name of Architect/Engineer

- **CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS**

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the under sign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

**Signature of Individual

***Contractor's Social Security Number
or Corporate Contractor Federal Identification
Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

*The provision in the Attestation of relating to child support applies only when the Contractor is an individual.

**Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

- **Statement on MGL/Building Code:**

I certify that all information is submitted under penalties of perjury and that I am familiar with the State Building Code and also Massachusetts General Laws, Chapter 149, Section 44A-44H, Section 44M, Chapter 149A, Chapter 193 of the Acts of 2004 and Chapter 30, Section 39M.

Signed (Title)

TOWN SAMPLE FORMS:

SAMPLE CERTIFICATE OF VOTE (if applicable AT CONTRACT EXECUTION)

The Town requires Firms to complete the following and attach to any future contracts.

If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

At a duly authorized meeting of the Board of Directors of the _____

(Name of Corporation) Held on (Date)

At which all the Directors were present or waived notice, it was VOTED That,

(Name) (Officer)
Of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such

(Officer)
Of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the _____

That _____ is the duly elected

Of said company, and that the above vote has not been amended or rescinded
(Officer)
in full force and elect as of the date of this contract.

A true copy,
ATTEST _____
Clerk
Place of Business _____
Corporate
Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____
DAY OF _____, 2014

NOTARY PUBLIC

(Sample)

**TOWN OF FRANKLIN
AGREEMENT**

This Contract is made this ____ day of _____ 2023 by and between the Town of Franklin a Municipal Corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at 355 East Central Street in said Franklin, MA hereinafter referred to as the “Town” and _____ having its principal place of business at _____ hereinafter referred to as the “Contractor”.

WITNESSED:

Whereas, the Town solicited Requests for Proposals for an Owner’s Project Manager Services (OPM) hereinafter referred to as “Program”; and

Whereas, the Contractor submitted a Proposal to perform the work required for the Program, and the Town has decided to award the contract therefore to the Contractor.

NOW, THEREFORE, the Town and the Contractor agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement together with Contractor's Proposal and Lump Sum Amount to complete the Program (Attachment A), the Town’s Request for Proposal (Attachment B), the Scope of Services (Attachment C), Fee Schedule (Attachment D) and the Duties, Responsibilities and Limitations of Authority of the Owner’s Project Representative/Clerk of Works (Attachment E). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern.
2. Scope of Services. The Contractor shall furnish services related to the Program in accordance with the Scope of Services confirmed in writing the Town provided in Attachment C, as well as, all services necessary or incidental there to.
3. Performance. The Contractor shall furnish all equipment, staffing and materials to accomplish the Work in strict conformity with all applicable Federal, State and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals required for the performance of such work.
4. Contract Term. The Contractor shall commence work on or before ????????????? The contract term shall include Owner Project Management for the actual construction and oversight up to _____ hours per week and provide a Clerk of Works at the Construction Site for a minimum of _____ hours each week for a _____-month project construction schedule. The Town would like to retain the right to add additional hours of services based on the hourly rates in Attachment D. Any services beyond the initial _____ month construction period will require pre-approval by the Town Administrator. The Town agrees to review a contract extension for additional OPM Services beyond the initial _____ initial term on or before _____.
5. Payment for Work. The Town shall pay in accordance with Attachment A for this Program. Applications for payment shall be submitted by the Contractor to Town on a monthly basis.

The Town shall make progress payments on the basis of the progress of the work completed. The Town shall make payments within thirty (30) days after its receipt.

6. Contractor's Standard of Care. The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care provided by an Owner Project Management Consulting Firm providing similar services under similar conditions. The Contractor represents and warrants that it is familiar with and knowledgeable in all applicable Federal and State Statutes and Regulations, as well as, construction industry standards and practices required to meet this standard of care.
7. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
8. Insurance. The Contractor shall be required to provide evidence of coverage for Professional Liability and a Certificate of Insurance showing General Liability, Automobile Liability, with a minimum of \$2,000,000.00 each naming the Town of Franklin as an additional insured for this Project and Worker's Compensation (per Statute).
9. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
10. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
11. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract.
12. Termination.

a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.
13. Notice. Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
14. Severability. If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
15. Governing Law. The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Contract.
16. Entire Agreement. This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

DRAFT

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

Company

By:
Title:

Approved as to Form:

Town of Franklin, MA

Mark Cerel, Town Attorney

Jamie Hellen, Town Administrator

I certify that an appropriation is available in the amount of the contract:

Christopher Sandini, Sr., Finance Director

**Attachment from AIA Owner Project Manager Duties etc.