FY '23 CONTRACT DOCUMENTS FOR

OWNER'S PROJECT MANAGEMENT SERVICES- DPW GARAGE AND ADMINISTRATION BUILDING FINAL DESIGN AND CONSTRUCTION PHASE



ERIC RYDER DIRECTOR

RAJITHA PURIMETLA ASSISTANT DIRECTOR

TOWN OF HUDSON
DEPARTMENT OF PUBLIC WORKS
1 MUNICIPAL DRIVE
HUDSON MA 01749

LEGAL NOTICE:

PRINTED NOT LESS THAN TWO WEEKS IN ADVANCE OF QUALIFICATIONS OPENING IN A NEWSPAPER OF GENERAL CIRCULATION

REQUEST FOR QUALIFICATIONS:

Sealed proposals will be received at the Department of Public Works office, 1 Municipal Drive Hudson, Mass. 01749 until 1:00 PM on Thursday, June 8th, 2023 for the purpose of providing **Owner's Project Management (OPM) Services** for the DPW Garage and Administration Building – Final Design and Construction Phase. At that time and place said proposals shall be publicly opened. Request for Qualification Conditions and Instructions to Proposers may be obtained from the Department of Public Works Office at the following address: 1 Municipal Drive, Hudson, MA 01749. Contact Eric Ryder at (978) 562-9333 for additional information or by email to: Eryder@townofhudson.org. Proposals shall be submitted in a sealed envelope and shall be labeled on the outside as: "Owner's Project Management Services for the Hudson DPW Garage and Administration Facility final Design and Construction Phases." and must be sent or delivered to:

Hudson Department of Public Works c/o Eric M Ryder, Director of Public Works 1 Municipal Drive Hudson, MA 01749

Any contract issued in response to a successful proposal must be approved by the Select Board. The Town reserves the right to reject any or all proposals.

REQUEST FOR QUALIFICATIONS OFFICE OF THE DIRECTOR OF PUBLIC WORKS

The Town of Hudson, Chief Procurement Officer, invites Qualified Proposers to submit qualifications to provide:

Owner's Project Management Services for the Hudson DPW Garage and Administration Facility final Design and Construction Phases.

SCOPE OF WORK: The full scope is attached hereto as Exhibit A

TIME AND PLACE FOR SUBMITTING QUALIFICATIONS:

Department of Public Works, 1 Municipal Drive Hudson, MA 01749

Phone: (978) 562-9333

ADDITIONAL INFORMATION: Is available at: <u>DPW Directors Office</u>			
DUE DATE:	June 8 th @ 1:00 pm		
PRE-PROPOSAL SITE VISIT:	<u>N/A</u>		

CONTRACT: A contract shall be required for this project. Unless otherwise specified, the Town of Hudson, Standard General Contract is typically the form of the contract to be used.

TIMETABLE: The Town endeavors to expedite all contracts within a timely fashion. Typically, a contract will be awarded within 60 days of the proposal opening if not sooner, and services under the contract will commence immediately upon execution of contract. Services are expected to be ongoing through the bidding and construction phase of the DPW Garage and Administration Building Project which is expected to span 2023 through 2025.

QUALIFICATIONS REQUIREMENTS: At a minimum, qualifications submitted hereunder must include the following:

- 1. <u>All forms</u> contained within this <u>Request for Qualifications</u> package including: Statement of current Tax Compliance; Statement of Non Collusion; Statement on MGL and Building Code; Certificate of Authority (if a corporation). See Exhibits B, C, D, & E
- 2. Other special forms as described here: N/A
- 3. Other requirements if applicable: Copies of relevant licenses demonstrating evidence of compliance with Commonwealth of Mass. minimum firm qualifications (architectural license, or Professional Engineer, or Contractor's License).
- 4. Any exceptions taken to the conditions or specifications cited herein must be clearly stated on a separate page of the proposal.
- 5. Proposer shall submit six copies (6), plus one electronic copy on a USB drive, of the proposal forms and documents.
- 6. The Fee for services hereunder shall be negotiated with the selected firm.

REQUEST FOR QUALIFICATIONS GENERAL INSTRUCTIONS TO PROPOSERS

- **1. DEFINITIONS:** The term "PROPOSER" shall mean the corporation, partnership, or individual proposing or under contract to furnish the material, labor, and/or equipment listed in the Specifications. The term "Town" shall mean the Town of Hudson, Massachusetts.
- **2. PROPOSALS:** Proposals must be submitted on the forms furnished by the Town Executive Assistant, and enclosed and sealed in an envelope bearing the name of the PROPOSER, the general item or service on which the PROPOSER is bidding and the date proposals are to be opened. Proposals will be received at the office of the Executive Assistant, Town Hall, Hudson, Mass. 01749, until the date and time specified.
- **3. COMPETENCY OF PROPOSERS:** No proposal will be considered unless the PROPOSER submitting the same shall furnish evidence satisfactory to the Executive Assistant that he has the necessary equipment, ability, and financial resources to fulfill the conditions of the contract and specifications. Previous experience and responsibility of the proposers will be considered in awarding the contract. No contract will be awarded to any PROPOSER who is in arrears to the Town upon debt or contract, or who is a defaulter as to surety or otherwise upon any obligation to the Town.
- **4. WITHDRAWAL OF PROPOSAL:** Permission will not be given to withdraw or modify any proposal after it has been submitted to the Town.
- **5. ACCEPTANCE OR REJECTION OF PROPOSAL:** The Town reserves the right to accept proposals at any time within sixty (60) days after the same are received as provided. The PROPOSER shall submit his proposal on the proposal-contract forms provided by the Town if so provided. The Town reserves the right to reject any or all proposals. In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items, unless specified to the contrary within the Exhibit A Full Scope of Work. The final contract is subject to negotiation by the Executive Assistant.
- **6. PRICES BID:** Prices bid for the various items shall be stated both in figures and words in the appropriate spaces shown on the proposal form, and all proposals will be considered informal which contain items not specified in said form. Prices for materials or equipment shall include hauling and delivery to any place designated on the Town's order within the corporate limits of the Town. **NOT APPLICABLE**
- 7. NAMES OF PROPOSERS: Each proposal must contain the full name and address of each person or company interested therein. In the case of a partnership, the name and address of each partner must be stated on the proposal form. The firm, corporate, or individual name of a PROPOSER must be signed by the PROPOSER in the space provided for signature on the forms. In the case of a corporation, the title of the officer signing must be stated and the corporate seal must be affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "members of firm", use the term "doing business as ," or "Sole Owner."

- **8.** CHECK OR PROPOSAL BOND: At the discretion of the Chief Procurement Officer, the proposal is required to be accompanied by a cashier's or certified check or by a proposal bond in the amount of 5% (Bond A) signed by a surety company, authorized to do business in the Commonwealth of Massachusetts, and made payable to the Town of as a guarantee that a contract will be entered into with the Town in the event of the contract being awarded. **NOT APPLICABLE**
- **9. FORFEITURE OF CHECK OR PROPOSAL BOND:** The PROPOSER to whom the contract is awarded will be required to execute a written contract with sureties within ten (10) days from the date that he is notified of the award. In case of failure to do so, he or they will be considered as having abandoned the contract. The deposit accompanying the proposal shall thereupon be forfeited to the Town. The work may then be re-advertised or let to the next highest PROPOSER as the Select Board may determine.
- **10. CONTRACT BOND:** The successful PROPOSER may be required to furnish an approved bond (Bond B) for the faithful performance of the contract in the amount of <u>NOT</u> <u>APPLICABLE</u> (100% if used). Such bond shall be that of an approved surety company or personal bond upon which the sureties are persons not interested in the contract, or, if interested in the contract, collateral security shall be furnished, all of which is to be to the satisfaction of the Town Counsel, including sureties.
- 11. WORKERS' COMPENSATION: The PROPOSER shall comply with the State Law, known as Workmen's Compensation Act, and shall pay into the State Insurance Fund necessary premiums required by the Act to cover all employees working under the control of the PROPOSER and shall relieve the Town from any costs due to accidents or other liabilities mentioned in said Act. He shall also furnish at the time of delivery of the contract, and at such other times as may be requested, the official certificate of receipt showing that the payments herein before referred to, have been made.
- **12. INSURANCE:** At a minimum the following five insurance requirements must be met by all outside contractors:
- A. All contractors working for the Town shall provide a Certificate of Insurance indicating coverage for Worker's Compensation, in accordance with state regulation. The certificate shall name the Town as an additional insured.
- B. ALL contractors engaged in contracts in excess of \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of One Million Dollars (\$1,000,000), naming the Town of Hudson as additional insured.
- C. Contractors engaged in work valued between \$5,000 and \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of \$500,000 naming the Town of Hudson as additional insured.
- D. Contractors engaged in projects valued at less than \$5,000 shall carry an appropriate amount of liability coverage, which shall be determined by the department head procuring the service.
- E. Copies of the Worker's Compensation Certificates and the Liability Insurance Policies must be presented by the successful PROPOSER before any contract is issued.

- F. Other insurance requirements if applicable: Minimum 2 million dollars in Professional Liability Insurance naming the Town of Hudson as additional insured.
- **13. LIABILITY:** The PROPOSER shall defend, indemnify, and save harmless the Town and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said PROPOSER, his agents or employees, in the execution of the contract or in consequence of insufficient protection, or for the use of any patented invention by said PROPOSER and a sum sufficient to cover aforesaid claims may be retained by the Town from moneys due or to become due to the PROPOSER under this contract, until such claims shall have been discharged or satisfactorily secured.
- 14. ROYALTIES AND LICENSE FEES: The PROPOSER will pay all royalties and license fees. The PROPOSER herein agrees to assume and save the Town, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the Town, its officers and agents of any appliance, apparatus or mechanism, which may be furnished or installed by the PROPOSER under the terms of this contract including patent or copyright infringement, and to defend the Town from any and all such liabilities whether or not such claims are well founded in law.
- **15. DURATION OF CONTRACT AND TAXES:** The duration of the contract shall be for the period stated on the proposal-contract form, and shall include all material, equipment, and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed price unless otherwise specified in the Special Provisions Section, which price shall exclude Federal, State and other taxes to the extent that municipalities are exempt.
- 16. PAYMENT OF INVOICES: Invoices will be due and payable on the tenth of the month following that in which deliveries are made provided all terms of the contract have been fulfilled to the full and complete satisfaction of the Executive Assistant of the Town. Payments may be made on a basis of estimated partial completion of work or delivery and a percentage of each partial payment withheld by the Town until completion of the contract and a percentage of the final estimate withheld by the Town for a specified period, as a guarantee, if such a procedure is provided for in the Special Provisions Section. Should the materials supplied or delivered to the Town under this contract fail at any time to meet the specifications required by this contract, then, in such event, the Select Board may cancel this contract upon written notice to the PROPOSER.
- **17. PROPOSING ALL OR ANY ITEMS:** Proposers may propose on any or all items unless otherwise specified in the Scope of Work.
- **18. REJECTION OF PROPOSALS:** The Town reserves the right to reject any or all proposals and to waive informalities.
- **19. EXCEPTIONS:** Any exceptions taken to the conditions or specifications cited herein must be clearly stated on a separate page of the proposal.

- **20. ASSIGNMENT OF CONTRACT:** The PROPOSER who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to the same, or any part thereof, without previous consent in writing from the Select Board, endorsed on or attached to the contract.
- **21. PURCHASES:** After a contract is signed it shall only become operative upon the delivery to the PROPOSER of any order signed by the Select Board and certified as to available funds by the Executive Assistant and the Director of Finance, and the Town shall only be obligated under the contract to the extent of such orders. The Town shall not be liable for any claims in the event that the total quantity of the material ordered under this contract should prove to be greater or less than the amount herein estimated.
- **22. ATTESTATION CLAUSE:** Effective July 1, 1983, the Massachusetts Department of Revenue instituted the Revenue Enforcement and Protection Program. This program requires that all cities and towns obtain from a contractor/provider of goods, services or real estate space, an attestation stating that all the laws of the Commonwealth relating to taxes are being complied with by the provider. This attestation must be signed prior to the extending or issuing of a contract. Therefore, in order to facilitate the process of this program, the Town of Hudson requires that this clause be signed and included as part of the contract proposal package. The awarding of a proposal will be contingent upon the signed affidavit.
- **23. CERTIFICATE OF AUTHORITY:** Each proposal must be signed by an individual authorized to submit said proposal, and a Certificate of Authority (Exhibit E) must be submitted for each proposal submitted on behalf of any Corporation proposing services hereunder.
- **24. SELECTION CRITERIA:** OPMs who have met the minimum stated qualifications will be evaluated and ranked by the DPW Garage and Administration Facility Building Committee ("DPWFBC") based on the criteria listed below. Proposals will be ranked on the following scale of maximum benefit to the town: Highly Advantageous (3 points), Advantageous (2 points), Acceptable (1 point), or Unacceptable (0 points). Any proposal that receives an "Unacceptable" rating for any of the criteria sections may be rejected outright.

In addition to the materials submitted within the proposal, the *DGAFBC* may contact the listed references and may ask for additional information or a clarification of any written responses.

The rankings done by the individual committee members for each proposal will be combined to determine an overall score for each respondent. These scores will then be used to determine the initial ranking of the respondents and to identify the top-ranking firms to be interviewed. Following interviews with finalists, the *DGAFBC* will conduct reference checks and then meet to discuss and agree upon a final applicant ranking.

Highly Advantageous = 3 Points; Advantageous = 2 Points; Acceptable= 1 Point; Unacceptable=0

A) Experience with projects of similar size and scope

Highly Advantageous	Advantageous	Acceptable	Unacceptable
Successful management of >5 similar projects (\$5M to \$25M) and >3 Ch. 149 public projects AND sustainable building and/or LEED experience	Successful management of >5 similar projects (\$5M to \$25M) and >3 Ch. 149 public projects	Successful management of 3 similar projects (\$5M to \$25M) and 2 Ch. 149 public projects	Management of fewer than 3 similar projects and/or fewer than 2 Ch. 149 public projects.

B) Quality of Work - As may be determined by examples provided, outcome of example projects, interviews, prior experience, and by references.

Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
References are exemplary and examples are impressive; Projects were delivered on time, on budget with minimal change orders	References are positive and examples are relevant; projects were delivered with desirable outcomes	References are neutral and examples are not of a similar size and scope; projects were completed over budget and/or with outcomes that were merely satisfactory	References are unfavorable or examples provided are not relevant to this project; projects were delivered significantly over budget or not completed at all

C) Depth and Relevancy of team members. This criterion will consider who is on your project team and the skills those individuals will contribute to the project. Also judged will be the size of the firm relative to its present work-load:

Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
Firm has redundancy in depth and relevancy of team members	Firm has in house or sub- contracted capacity to provide service in required areas	Firm has limited depth and capacity in required areas	Firm does not have all relevant skills or sub-contractors for required areas

D) Project Approach

Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
Proposer provided an excellent response which made appropriate reference to all of the items under the Scope of Work and Submission Requirements (Exhibit A)	Proposer provided an excellent response and addressed most of the items under the Scope of Work and Submission Requirements (Exhibit A)	Proposer provided an adequate response that addressed most of the items under the Scope of Work and Submission Requirements (Exhibit A)	Proposer did not provide adequate responses to most of the items under the Scope of Work and Submission Requirements (Exhibit A)

Background

A feasibility study examining the existing DPW Garage facility was completed in 2023. The Town appropriated and authorized bonds in the amount of \$23,975,884 for design and construction at the Annual Town Meeting on May 1, 2023. On May 8, 2023 the Town voted to exclude the debt service associated with those bonds from the provisions of Proposition 2.

The new facility will be built adjacent to the existing Police Headquarters/DPW Administration building, located at 1 Municipal Drive in Hudson, MA. It will be oriented across the parking lot from the Police Headquarters and next to the Hudson Fire Headquarters is across Municipal Drive from this site and the municipal transfer station is currently behind the site. There is an outdoor deck hockey facility next to Fire Headquarters on the side away from Cox Street. All the adjacent facilities will continue operating during the construction phase.

EXHIBIT A

Full Scope of Work

Minimum Requirements

All applicants must meet the minimum state-mandated qualifications listed below. Responses submitted without meeting 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 construction and supervision of buildings is required; or
- A minimum of seven (7) years supervisory experience in the construction of buildings of similar size and scope of complexity (if applying under this qualification category, the Town of Hudson also requires a current State of MA, General Contractor's License).

Desired Qualifications:

In addition to the minimum state qualifications listed above, any OPM firm considered will need to show that they have the required project experience to undertake this project.

- Management of a public municipal building projects of similar scope as this facility or projects for standalone DPW administration/ Garage Maintenance building.
- Extensive understanding of the Commonwealth of Massachusetts procurement laws, including public building construction with pre-qualified filed sub-bids under Chapter 149.
- Thorough knowledge of the Massachusetts State Building codes, the Americans with Disabilities Act, and applicable construction related codes and regulations.

DETAILED SCOPE OF WORK Exhibit A continued

The selected OPM will be directly responsible to the Town of Hudson through the *DPWFBC*, and will act in the Town's best interest at every stage of the project. The OPM will be required to manage the 49,820 SQFT DPW Garage and Administration Facility project and related activities using their extensive construction knowledge, proven project management methods, and excellent communication skills. At all times the OPM will operate to the highest professional and ethical standards.

The project services listed below must be provided by an OPM selected to work for the Town of Hudson to oversee the DPW Garage and Administration Facility project, however this does not constitute an exhaustive list of every function the OPM should and will perform during the course of the project to manage a successful on-time and on-budget project.

<u>Pre-Design Phase – NOT APPLICABLE</u>

Pre-Construction Phase

- Monitor the overall project budget, and work with the *DPWFBC* to control costs; make recommendations to the *DPWFBC* concerning potential increases or decreases to the budget, including evaluation of alternatives.
- Prepare and maintain a Project Master Schedule, and a preliminary construction schedule.
- Review the designer's work for quality, efficiency, and cost effectiveness.
- Review invoices from the architect and make recommendations to the *DPWFBC* as to accuracy.
- Initiate or evaluate value engineering proposals during design and engineering stage.
- Provide coordination and review during the preparation of final construction drawings.
- Direct the preparation of the final cost estimation to be prepared by a professional cost estimator just prior to bidding. Review the outcome of this estimate for accuracy and thoroughness.
- Review the plans and specifications prior to bidding to ensure that the work is clearly described and broken down in accordance with the requirements of Chapter 149 sections 44A-44M.
- In consultation with the designer, participate in the bidding process to ensure compliance with bidding requirements and encourage bidder participation. Assist in outreach to Minority and Women owned SOWMBA certified general construction and sub-specialty construction firms.
- Attend any pre-bid meetings with prospective bidders and be available to answer project-related questions.
- Under Chapter 149, coordinate activities including prequalification of contractors, development of a contractor bid list, review of contractor bids and final selection. Work with the architect to manage the subcontractor bid review and procurement process.
- Develop and implement a quality control program to be followed during construction.
- Maintain record files of approved shop drawings, filed by specification number.

Construction Phase

- Ensure that all required permits are secured.
- Monitor progress of construction on a daily basis, including attendance at all construction Project Meetings.
- Provide on-site OPM services during the active construction phase.
- Provide oversight and coordination, as necessary, of the construction submittal process to ensure compliance with project requirements.
- Monitor contractor compliance with all wage requirements: Mass. Prevailing Wage Rates and Davis Bacon (if Federal funds used).
- Review weekly payroll reports from Contractor to verify appropriate pay rates.
- Conduct regular on-the-job interviews with workers to confirm contractor payroll compliance.
- Provide oversight of the Requests for Information (RFI) process and take action to resolve issues when possible.
- Review change order requests in conjunction with the architect and make recommendations to the *DPWFBC* regarding the validity and necessity of these expenses. Ensure that the architect is maintaining appropriate tracking and control of the change order process.
- Review the contractor's schedule on a regular basis for accuracy and compliance with promised milestones, and advise the contractor, designer and the *DPWFBC* regarding any concerns with the progress of construction.
- Work with Town Inspectors to facilitate their visits and review of the construction site.
- Monitor the architect's involvement and performance on construction-related issues.
- Working with the architect, review payment requisitions from the contractor for accuracy and make recommendations as to payment.
- Review invoices from the architect and report on accuracy to the *DPWFBC* to ensure prompt review and processing of applications for payment.
- Monitor quality of construction at all times, using any pre-established quality control procedures.
- Ensure 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, facilitate communication and problem-solving between all team members. Promote a collaborative rather than adversarial relationship between all parties.
- Prepare a monthly report summarizing the progress of design and construction of the project, highlighting important events and raising pending issues that must be addressed.
- Attend meetings of the *DPWFBC* and all other meetings, as necessary, with the Architect/Engineer, the contractor, other town agencies and any other town representatives relating to the project. Prepare summary minutes and/or meeting notes to document discussion and decision making at meetings.
- Maintain complete project files, including, but not limited to correspondence, daily and
 monthly reports, minutes of meetings, payment records, schedules, and files on particular
 issues as they arise.
- Assist the Town with grant related reporting and compliance if applicable.
- Maintain record files of approved shop drawings, filed by specification number.

Closeout Services

- Assist the architect, the Clerk and the *DPWFBC* in the preparation of final project punch lists, and facilitate their timely completion.
- In consultation with the architect, advise the *DPWFBC* on the timing of the approval of the Contractor's notice of final completion.
- Assist the *DPWFBC* and staff in the planning and implementation of all relocation activities.
- Review all warranty documents, as-built plans and manuals to ensure compliance with the design requirements.
- Ensure that all building commissioning and turnover is completed properly and all applicable town officials, including Executive Assistant, Facility Manager, Building Commissioner, Department of Public Works, Fire Department, and Police Department and engineering personnel are completely informed about the ongoing operation and repair of building systems and equipment.
- Make sure that the Town receives a complete list of all Subcontractors and Suppliers and the applicable warranties and certificates of warranty of both.
- Facilitate and attend 9 and 21 month post-completion building inspection to verify functioning systems and identify any needed repairs coverable under warranty.

Ongoing Services

- At all times during the project, the OPM will keep the *DPWFBC* and other town officials informed of all aspects of the project, at an appropriate level of detail to allow decision makers to understand their responsibilities and options.
- Prepare a monthly report summarizing the recent progress on the project, highlighting milestones achieved, and raising pending issues to be addressed. Specifically, issues that affect the budget will be highlighted and researched immediately. The report will include a regularly updated Master Project Schedule that incorporates the construction schedule.
- Attend meetings of the *DPWFBC* and all other meetings, as necessary, with the Architect/Engineer, the contractor, other town agencies and any other town representatives relating to the project.
- Prepare agendas and minutes for all public *DPWFBC* meetings
- Assist the *DPWFBC* and the architect in the selection and acquisition of Furniture Fixtures and Equipment (FF&E) that will be installed during (or after) the final stages of construction. Work with the *DPWFBC* to develop an inventory of required FF&E, and create a timeline and monitoring system so that all necessary items will be procured and installed and operational by opening day of the new facility.
- Assist the *DPWFBC* in procuring boring bids.
- Assist the *DPWFBC* in procuring any non-construction related services, consultants or materials required on the project.
- Assist the *DPWFBC* in procuring technology for the site including but not limited to video monitoring, electronic key systems, installed Computer projection equipment, sound systems, and other building related equipment needed for the running of the facility.
- Assist the *DPWFBC* in procuring furniture, fixtures and equipment.

•	OPM agrees to be available for any future litigation on an hourly basis separate from the initial fee if required.

SUBMISSION PACKAGE

The submitted proposal must correspond exactly to the format and required content listed in the chart below. Firms are required to clearly tab proposals in order to increase the fairness and 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 – excessively large proposals with unnecessary extra content are discouraged.

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

Tab	Section	Topics to be Included
A	Cover letter 1 to 2 pages	 Overview of the firm Competitive advantages over other OPMs Appointment of a key point person for this firm during the selection process and their contact info
В	Previous Project Experience 1 page introduction Chart or list should be as brief as possible to cover the material A few pictures are fine, and you may highlight 1 or 2 projects with extra text, but do not include large quantities of boilerplate material on these projects	 Begin this section with a one-page text overview of your recent project history, and include mention of your on-time and on-budget record, and describe any experience your firm has with sustainable building methods and LEED certification Make a chart of all projects in the range of \$5 to \$25M total project cost completed in the past 10 yrs. Describe any experience with Police Headquarters, DPW Administration buildings or combined facilities and/or renovation projects. Information provided in the chart about each project should include: Name and location Client Your firm's role and responsibilities in this project Building use Completion date Dollar value of total project (approx.) Dollar value of construction (approx.) New construction or renovation or both Size in GSF, indicate size of renovation vs. new DPW Office and/or Police Headquarters if applicable Chapter 149, CM, or other construction method Name and contact information for reference Other comments or description as relevant Projects outside of this size range may be mentioned if there is specific relevancy to Hudson's project If a proposer has been or is currently involved in litigation on a project, provide a narrative description of the litigation and identify all parties involved.

С	References and Reputation 1 page	 Project references to be provided in conjunction with project experience section above Other references may be provided if they are relevant Please note any awards or other recognition awarded to your firm that is relevant to your OPM work
D	Project Approach Limit to 2 to 4 pages	 Describe your firm's approach to project management, and why you are different from other OPM firms Discuss your methods of communicating with your clients throughout a project Provide three examples of the depth of your firm's experience, and how this knowledge helped a client to achieve a goal or avoid a large problem Describe any IT or other tools used to increase effectiveness
Е	Proposed Staffing No more than 2 pages per person	 Names, experience, and qualifications including professional credentials such as registration as an architect, professional engineer, or construction supervisor of all staff who would be assigned to the project (attach resumes of all individuals). Changes to the assigned staff will require DPFBC approval. Proposed project organization, describing levels of involvement and responsibility, and contingency plans
F	Firm Stability and Capacity 1 to 2 pages	 Describe the firm's history and ownership Divulge any past financial problems that were made public, such as bankruptcy filings Describe your firm's work load at this time and your ability to undertake and commit to this project Demonstrate ability to secure general liability insurance, workers compensation, and automobile insurance for all proposed staff. Provide evidence that the proposer has at least \$2.0 million professional liability insurance policy currently in place.
G	Required Forms	 Certificate of Non-Collusion Certificate of Compliance with State Tax Laws Statement on MGL & Building Code Samples of these forms are attached to this RFP

EXHIBIT B

STATEMENT ON MGL AND BUILDING CODE

•	ted under penalties of perjury and that I am familiar with the State	
E	s General Laws, Chapter 149, Section 44A-44H, Section 44M, Ch	iapter
149A, Chapter 193 of the Acts of 200	4 and Chapter 30, Section 39M.	
Signed	Date	
Title		

EXHIBIT C

Certificate of Non-Collusion

Chapter 30B, § 10

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

 L. divide all and Community Names of Durances
Individual or Corporate Name of Proposer
 Signature of Authorized Agent
Signature of Authorized Agent
Printed Name of Authorized Agent
, c
Date

EXHIBIT D

Certificate of Tax Compliance

Pursuant to Massachusetts General Law Chapter 62C, § 49A, I hereby certify under penalties of perjury that I have, to the best of my knowledge and belief, filed all state tax returns and paid all state taxes required under law.

	Social Security or Federal I.D. Number		
	Signature: Individual or Corporate Offic	er	
	Date		
Please Print:			
Corporate Name			
Address			
Address			
P.O. Box			
City, State, Zip Code			

^{*} Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will <u>not</u> have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. Ch. 62C, § 48A.

EXHIBIT E

Certificate of Authority Meeting of Board of Directors

At a meeting of the Directors of the				duly called
_		(Corporation)		
and held at			on the	day of
	, in the	year at which a que	orum was present	and acting, it
was voted, that _	(Nama)	the	(Title/position	of this
		empowered to make,	, -	
on behalf of this	Corporation a Contra	act for		
(brief description	on)			
with the Town of	, and performance a	nd payment bonds (ea	ch in the amount	of the
Contract) in conn	ection with such Con	ntract.		
I hereby certify th	nat the above is a tru	e and correct copy of	the record, that s	aid vote has
not been amended	d or repealed and is	in full force and effec	t as of this date, a	and that
		is a duly elected		of
this Corporation.				
Clerk or Secretary of	the Corporation			

EXHIBIT F

TOWN OF HUDSON

STANDARD GENERAL CONTRACT

Agreement made this	day of	2022 by and between the Town of Hud
duly existing municipal	corporation in t	the Commonwealth of Massachusetts, through its duly
elected Board of Selectn	nen with no per	sonal liability to themselves herein after referred to as the
"Town" and HELENE k	KARL ARCHIT	ECTS, INC., a duly formed corporation, herein after
referred to as the "Contr	actor."	

RECITALS

WHEREAS the Contractor will furnish the Town with DESIGN SERVICES as specified in their JULY 14TH quote;

WHEREAS the Town desires to purchase such goods and / or services from Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of the contract that a formal agreement should be executed, by the Contractor and the Town, evidencing the terms of the award;

NOW THEREFORE in consideration of the mutual covenants contained the parties agree as follows:

ARTICLE I

Contractor shall furnish Town with materials and service subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the Request for Proposal Specifications, Instructions to Bidders and related documents all of which is attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall provide these materials or services for the sum equal to the aggregate purchase price of the goods and professional services to be furnished by Contractor at the prices and rates specified in the Contractor's proposal also attached hereto as Exhibit "B" and incorporated herein by reference.

ARTICLE II

Contractor acknowledges that reliability of service is essential in this agreement with the Town, and agrees to adhere faithfully to the scope of services as described in the bid documents. In addition to any other warranties or guarantees attached hereto, Contractor warrants that the goods, items or materials which are the subject matter of this contract are fit for the use and purpose intended.

ARTICLE III

Contractor covenants and agrees to faithfully perform all of its obligations under this agreement and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. Further, Contractor shall complete and sign all forms attached herein as Exhibits "C-E".

ARTICLE IV

- A. The contractor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the Town.
- B. The Contractor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional costs to the Town. Contractor will assume any additional costs accrued by the Town due to the defect or inferior goods.
- C. The Contractor guarantees all goods for a period of one (1) year provided that if any express or implied warranties exist of a term greater than one (1) year, then such warranties will supersede the one (1) year warranty specified herein.

ARTICLE V

Contractor certifies the suitability, professionalism, and capability of all individuals employed to furnish services as specified herein by Contractor and in any documents incorporated herein by reference.

ARTICLE VI

The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this agreement, all such contracted sums.

ARTICLE VII

1. <u>Termination for Cause:</u> If through any cause, one party shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if one party shall violate one of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to

terminate this Agreement hereunder by giving written notice of such termination. In case of termination, all finished and unfinished documents shall become the property of the Town.

In the event of termination, the Contractor shall be compensated payment of an amount equal to the services or goods provided by the Contractor as of the date of termination.

- 2. <u>Termination for Convenience:</u> The Town may terminate this Agreement at any time for any reason, upon submitting to Contractor thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the termination notice. 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.
- 3. <u>Return of Property:</u> Upon termination, Contractor shall immediately return to the Town without limitation, all documents, plans, drawings, tool and items of any nature whatever, supplied to Contractor by the Town to Contractor in accordance with this Agreement.
- 4. <u>Production of Documents:</u> All records, documents, data, reports or other material, regardless of form or finish, produced by the Contractor as a result of services provided hereunder, are work for hire, and shall become the property of the Town upon creation. The Contractor may not assert any right, title or interest in any product produced under this Agreement.

The Town may request at any time during and/or after the termination of the Agreement any records, documents, data, reports or other materials produced by the Contractor under this Agreement.

ARTICLE VII

Nothing contained herein shall be construed as a joint venture between the Contractor and the Town. In this regard, Contractor shall be deemed for all purposes herein to be an independent contractor. Contractor is required to sign the Certificate of Non-Collusion (Exhibit C).

ARTICLE X

Contractor shall maintain the following types of insurance in full force and effect during the term of this Agreement and any renewals hereof. Copies of the Worker's Compensation Certificates and the General Liability and Vehicle Insurance Policies are to be furnished to Executive Assistant in advance of commencement of work and reviewed by the Town on an annual basis.

- A. All contractors working for the Town shall provide a Certificate of Insurance indicating coverage for Worker's Compensation, in accordance with minimum statutory coverage pursuant to Massachusetts General Laws.
- B. All contractors engaged in contracts in excess of \$10,000 shall provide the Town with a Certificate of Comprehensive General Liability Insurance for a minimum of One Million Dollars (\$1,000,000), with complete operator's coverage naming the Town of Hudson as additional insured.
- C. Contractors engaged in work valued between \$5,000 and \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of \$500,000 naming the Town of Hudson as additional insured.
- D. Contractors engaged in projects valued at less than \$5,000 shall carry an appropriate amount of liability coverage, which shall be determined by the department head procuring the service.
 - E. Motor vehicle liability insurance in the minimum of \$500,000.00 per accident.

ARTICLE XI

The Contractor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement and shall indemnify and save the Town harmless against all losses and expenses resulting in any way, from any negligent or willful act or omission on the part of the Contractor, its agents, employees or sub-contractors or resulting directly or indirectly from Contractor's performance under this Agreement.

ARTICLE XII

This Agreement sets forth the entire Agreement and understanding between the parties and may be amended, modified or waived in whole or part only by a subsequent writing executed by both parties hereto. Nothing herein shall be construed as permitting either party to assign any interest, benefit or obligation contained herein without the express written consent of the parties hereto.

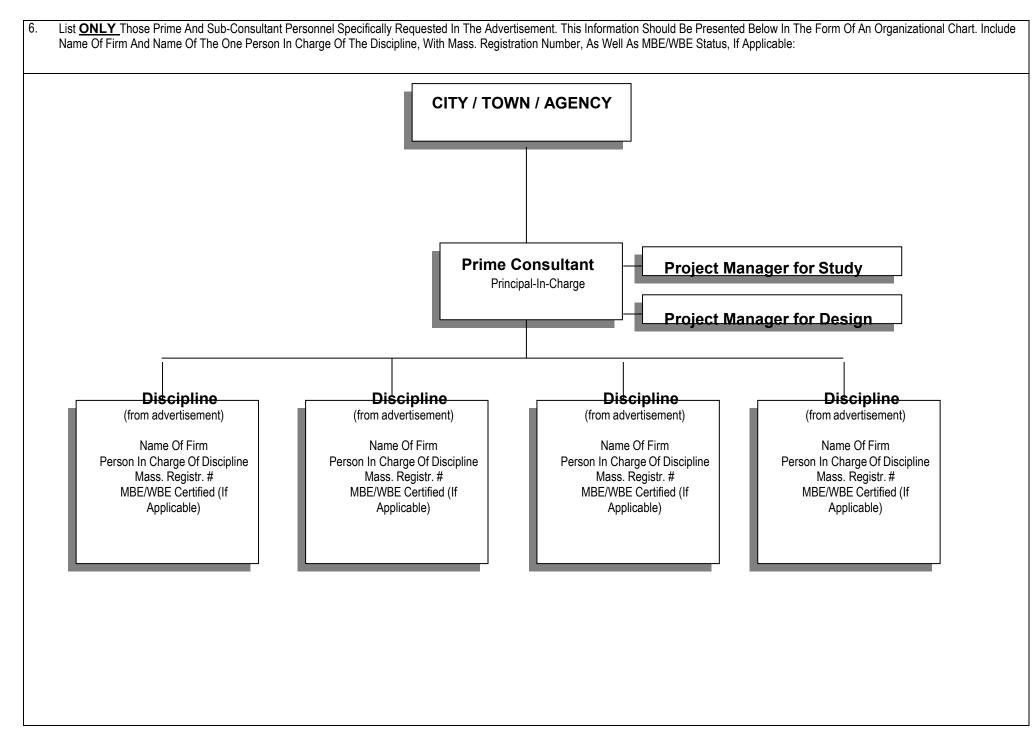
ARTICLE XIII

If any term, provision, paragraph or word is determined to be illegal, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, then the remaining provisions contained herein shall remain in full force and effect between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this agreement on the day and date first above specified.

TOWN OF HUDSON SELECT BOARD:			
Vitness to all signatures			
CONTRACTOR:			-
	by:		
Witness		(print name)	
Corporate seal if applicable)			

Commonwealth of Massachusetts 1. Project Name/Location For Which Firm Is Fili Standard Designer Application	ing: 2. Project #			
Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	This space for use by Awarding Authority only.			
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)			
3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:			
3c. Federal ID #:	3g. Name and Address Of Parent Company, IfAny:			
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):	-			
	3. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE)			
Email Address:	(2) SDO Certified Woman Business Enterprise (WBE)			
	(3) SDO Certified Minority Woman Business Enterprise (M/WBE)			
Telephone No: Fax No.:	(4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE)			
	(5) SDO Certified Veteran Owned Business Enterprise (VBE)			
 Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Personnel From Prime Firm Included In Question #3a Above By Discipline And, Within Brackets, The Prime Firm Included In Question #3a Above By Discipline And, Within Brackets, The Prime Firm Included In Question #3a Above By Discipline And, Within Brackets, The Prime Firm Included In Question #3a Above By Discipline And, Within Brackets, The Prime Firm Included In Question #3a Above By Discipline And, Within Brackets, The Prime Firm Included In Question #3a Above By Discipline And, Within Brackets, The Prime Firm Included In	on Only Once, By Primary Function Average Number Employed Throughout The Preceding 6 Total Number Holding Massachusetts Registrations):			
Admin. Personnel () Ecologists () License	ed Site Profs. () Other ()			
· · · · · · · · · · · · · · · · · · ·	nical Engrs.			
Acoustical Engrs. () Environmental () Planne	rs: Urban./Reg. ()			
	cation Writers ()()			
·	ral Engrs. ()()			
Construction Inspectors () Industrial ()	Surveyors () ()			
Cost Estimators () Interior Designers ()	() Drafters			
() Landscape ()	() Total ()			
5. Has this Joint-Venture previously worked together?	□ No			



7.	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Ar		
	persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided		
	in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies the		e listed Firm has agreed to work on this Project, should the team be selected.
a.	Name and Title Within Firm:	a.	Name and Title Within Firm:
b.	Project Assignment:	b.	Project Assignment:
D.	roject Assignment.	b.	r roject Assignment.
C.	Name and Address Of Office In Which Individual Identified In 7a Resides:	C.	Name and Address Of Office In Which Individual Identified In 7a Resides:
0.	MBE 📮		MBE 🚨
	WBE 📮		WBE \Box
	SDVOBE		SDVOBE 🗓
	VBE \square		VBE 🚨
	V F ' MULTINE' NOT F'	١.	V F : WELLTI'S E
d.	Years Experience: With This Firm: With Other Firms:	d.	Years Experience: With This Firm: With Other Firms:
	Education: Degree(s) /Year/Specialization	_	Education: Degree(s)/Year/Specialization
e.	Education. Degree(s)/Tear/Specialization	e.	Education. Degree(s)/rear/specialization
f.	Active Registration: Year First Registered/Discipline/Mass Registration Number	f.	Active Registration: Year First Registered/Discipline/Mass Registration Number
٠.	Notive registration. Four rise registration biologistration registration realists	''	7.00170 1.00gloticuloni. 1.001 1.110t 1.00gloto1.001.01001plinto/midoo 1.00gloticuloni 1.00111001
g.	Current Work Assignments and Availability For This Project:	g.	Current Work Assignments and Availability For This Project:
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By	h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By
11.	Which Employed, If Not Current Firm):	111.	Which Employed, If Not Current Firm):
	This is Employed, if the country in it.		This Employed, it to countries in the
		1	
		1	
		1	
		1	
		1	

a.	But Not More Than 5 Projects). Project Name And Location	b. Brief Description Of Project And	C. Client's Name, Address And Phone	d. Completion	e. Project Cost (In Thousands)		
Principal-In-Charge		Services (Include Reference To Relevant Experience)	Number (Include Name Of Contact Person)	Date (Actual Or Estimated)	Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible	
(1)							
(2)							
(3)							
(4)							
(5)							

List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement. Sub-Consultant Name: b. Brief Description Of Project and c. Client's Name, Address And Phone e. Project Cost (In Thousands) Project Name and Location d. Completion Services (Include Reference To Principal-In-Charge Number. Include Name Of Contact Person Date (Actual Construction Fee For Work For Or Estimated) Relevant Experience Costs (Actual, Or Which Firm Was/Is Estimated If Not Responsible Completed) (1) (2) (3) (4) (5)

List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.								
# of Total Projects: # of Active Projects:			Total Construction Cost (In Thousands) of Active Projects (excluding studies):					
Role Phases St., Sch., D.D., C.D., A.C.*		Project Name, Loo			Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New	
		1.						
		2.						
		3.						
		4.						
		5.						
		6.						
		7.						
		8.						
		9.						
		10.						
		11.						
		12.						

^{*} P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.							
	Be Specific	– No Boiler Plate						
11.	Professional Liability Ins	surance:						
	Name of Company	,	Aggregate Amount		Policy Number		Expiration Date	
12.				ssional Liability Claims (in Client(s), and an explanat			and in excess of \$50,	000 per incident? Answer
13.	Name Of Sole Proprieto	or Or Names Of All Firm	Partners and Officers:					
	Name a. b. c.	Title	MA Reg #	Status/Discipline	Name d. e. f.	Title	MA Reg #	Status/Discipline
14.	If Corporation, Provide Name a. b. c.	Names Of All Members Title	Of The Board Of Direct MA Reg #	stors: Status/Discipline	Name d. e. f.	Title	MA Reg #	Status/Discipline
15.	Names Of All Owners (Stocks Or Other Owner	ship):					
	Name And Title a. b. c.	% Ownership	MA. Reg.#	Status/Discipline	Name And Title d. e. f.	% Ownership	MA. Reg.#	Status/Discipline
16.		al Laws, or that the serv	vices required are limite		ement or the preparation	of master plans, studies,		efined in Chapter 7C, st estimates or programs.
	Submitted by _ (Signature)				Printed Name and Title			Date