



# Town of Provincetown

## Department of Public Works

260 Commercial Street

Provincetown, MA 02657

Phone: (508) 487-7060 Fax: (508) 487-4675

### **TOWN OF PROVINCETOWN REQUEST FOR PROPOSALS NEW POLICE STATION FACILITY OWNER'S PROJECT MANAGER SERVICES**

The Town of Provincetown, acting through its Town Manager, invites proposals from qualified Owner's Project Managers (OPM), as defined in M.G.L. c. 149, §44A1/2, to oversee and manage the design and construction of a new Police Station Facility. Additionally, the project will also include the design, planning, construction, and coordination to relocate staff into the new facility once completed.

The total fee including expenses shall be negotiated, with the maximum cost not to exceed \$100,000 for OPM services during the Design Phase. A Preliminary estimate for OPM services during the Construction Phase is \$180,000.

A copy of the Request for Proposal document and any addendums may be obtained under "Procurements" at [www.provincetown-ma.gov](http://www.provincetown-ma.gov). Any changes/corrections to any part to this RFP will be posted as an addendum on the Town of Provincetown's Bid Opportunities webpage at <http://www.provincetown-ma.gov/index.aspx?NID=37>. It is the Proposer's responsibility to check this webpage frequently for any updates.

All proposals must be received by the Town Manager's Office, 260 Commercial Street, Provincetown, MA 02657 by 3:00 p.m. on October 5, 2017. Any proposal received after this time will be returned unopened to the applicant regardless of the cause of delay in the receipt of such proposal. No exceptions will be allowed. Facsimile proposals will not be accepted and postmarks will not be considered. OPMs shall submit One (1) original, seven (7) copies and one (1) electronic copy of their Technical Proposal and one (1) original and one (1) electronic copy of their Fee Proposal in separate sealed envelopes indicating the OPM's name and address and clearly marked "**Proposal for Owner's Project Manager – Provincetown Police Station Facility**".

The Town Manager reserves the right to accept and/or reject any and all proposals and waive any informalities in procurement procedures to the extent allowed by law and make the award as may be deemed to be in the best interest of the Town.

David B. Panagore, Town Manager

**TOWN OF PROVINCETOWN  
REQUEST FOR PROPOSALS  
NEW POLICE STATION FACILITY**

**BACKGROUND INFORMATION**

The present Provincetown Police Station Headquarters was built in 1975 as a funeral home with an apartment above. In 1986 the existing structure was converted to a police-only facility. Subsequent renovations also occurred to maintain its current use.

Posted on the Town's website ([www.provincetown-ma.gov](http://www.provincetown-ma.gov)), under the Building Committee's Police Station / Highway Garage Building Project tab, are the following conceptual design and site assessment:

- Provincetown Police Facility Option 9B – conceptual design at 16 Jerome Smith Road prepared by Kaestle Boos Associates, Inc. Architects dated October 31, 2016
- Provincetown Police Site Plan – conceptual site design at 16 Jerome Smith Road prepared by Kaestle Boos Associates, Inc. Architects dated November 11, 2016

It is the Town's intent to award the successful OPM a contract for management and coordination services leading to the development of final construction documents, suitable for publically advertised competitive bidding, through project close-out and warranty period services.

The general timeframes for consideration and procurement of activities are:

- Availability of Designer Selection Request for Qualifications (RFQ) Document – November 23, 2017
- Site Inspection / Briefing Session – December 12, 2017 at 10:00 a.m.
- RFP submission date – December 21, 2017
- Interview of potential Designers – the week of January 7, 2018
- Qualifications based recommendation of award – January 12, 2018
- Completion of contractual negotiations – January 22, 2018
- Execution of Construction Contract – January 2019
- Project Substantially Complete – January 2020

**SCOPE OF GENERAL OPM SERVICES**

The Owner's Project Manager will provide consulting and project management services to coordinate and manage the design, regulatory approval and building process of the Provincetown Police Station to assure that design, construction and other related activities are implemented, monitored, maintained and integrated, consistent with the established budget and other objectives on behalf of the Town of Provincetown as the Awarding Authority.

## **OPM SERVICES during the DESIGN PHASE**

The Owner's Project Manager's primary functions will include, but are not limited to:

1. Serve as an Independent Consultant and Aide to Town Officials and the Building Committee.
2. Oversee and monitor the activities and responsibilities of the Design Team and Independent Consultants to assure the Owner that they are fulfilling their contractual obligations. The Project Manager shall also, as requested by the Owner, attend and assist the Owner in various project briefings and presentations before committees, public groups and staff.
3. Serve as the lead to prepare project presentations enabling the Building Committee to convey concise progress updates before the Board of Selectmen, Finance Committee, and Public. Scrutinize deliverables prior to public distribution or presentation.
4. Collaborate with the Designer to confirm the space needs identified during the previous feasibility studies to put forward a project program maximizing efficiencies and shared spaces to build a properly sized building.
5. Serve as the lead to develop an overall project schedule, particularly as it relates to project phasing and the relocation of operations.
6. Prepare independent, or subcontract to prepare Construction Cost Estimates and identifying areas of potential savings early on in the process (e.g., LEED design, space planning, selection of materials, and HVAC strategies) and working directly with the Designer and Cost Estimator to present a peer reviewed total project budget, vetting all soft costs, contingencies and line items.
7. Coordination of the procurement of other professionals if necessary, to resolve identified issues and reduce project uncertainties.
8. The ability to integrate Building Commissioning services into the project to provide documented confirmation that the facility fulfills the functional and performance requirements of the Town, occupants, and operators. The commissioning process must establish and document the Town's criteria for system function, performance, and maintainability (Design Intent); and to also verify and document compliance with these criteria throughout design, construction, start-up, and the initial period of operation. In addition, complete operation and maintenance (O&M) manuals, as well as training on system operation, should be provided to the building operators to ensure the building continues to operate as intended.

9. Provide coordination, advice, and assistance to the Owner in the development of the final design documents.
10. Assist the Owner in completion of all relevant Contract documents to insure compliance with M.G.L. c. 149 noting the estimated construction costs exceed \$6 million.
11. Lead the evaluation, analysis and recommendation of Contractor and filed Subcontractor bids. Investigate references, Division of Capital Asset Management and Maintenance (DCAMM) history and bid bond information with the goal of ensuring compliance with the appropriate Massachusetts public bid laws.
12. Provide the Owner with detailed written reports, as agreed upon by the Parties, with respect to the overall status and progress of the work with particular emphasis in identifying key action items over the forthcoming seven (7) day period which may be extended upon agreement of both parties.
13. Identify financial and administrative safeguards, and, if approved by the Owner, implement such safeguards.
14. Coordinate all permitting activities as necessary to allow for approvals to occur in a timely fashion.
15. Evaluate invoices of various project consultants, if appropriate, and so desired by the Owner.
16. The successful firm must identify all personnel that will be used on the project and any change in personnel needs to be approved by the Town.
17. Manage third party contracts of project phases that can be accelerated.

#### **OPM SERVICES during the CONSTRUCTION PHASE**

The Owner's Project Manager's primary functions will include, but are not limited to:

1. Provide, as an advisor and representative of the Owner, administrative, management, on-site supervision and related services as required to coordinate work of the Contractor, Subcontractor(s), and other consultants in order to complete the projects in accordance with the Owner's objectives for cost, time, and quality.
2. Assist the Contractor and Architect(s) in development of a schedule of values for payment that is realistic and in conformance with the expected flow of the work.
3. Oversee the activities and responsibilities of the Contractor in order to assist in maintaining schedules, controlling costs, assuring quality, minimizing disruptions, monitoring compliance with various Contract requirements (including local hiring

provisions), and generally assuring that the Projects are built according to approved designs, drawings, and other relevant construction contract documents.

4. Prior to the start of construction, convene pre-construction meetings as needed to coordinate and communicate duties and responsibilities to all parties involved, to review the Contractor's Master Project Construction Schedule, to ensure that all Fire and Safety codes and regulations of Federal, State, and Local officials are clearly delineated and current to all codes / regulation at construction, and to answer any concerns of the Owner towards the projects.
5. Develop and implement control systems for monitoring the project's progress with respect to cost, schedule and quality for providing early warning of impending problems. Prepare contingency plans for corrective action, and with the Owner's approval, implement such plans for corrective action, as required.
6. Schedule and conduct regular construction and progress meetings to discuss such matters as procedures, review submittals, commissioning work, progress problems, and scheduling. Prepare and distribute the minutes of these meetings to all Parties in a prompt fashion.
7. Update and issue the Master Project Construction Schedule monthly to show current conditions and revisions required by actual experience. Consistent with the Contractors' Construction Schedule, monitor the activities of the Contractors and Consultants on the projects, including activity sequences and duration, allocation of labor and materials, processing of Shop Drawings, Project Data and Samples, and delivery of products requiring long lead time procurement.
8. Expedite and participate in the Owner's review of project data and samples.
9. Endeavor to obtain satisfactory performance from each of the Contractor(s). Recommend courses of action to the Owner when the requirements of the Contract are not being fulfilled, and, the non-performing party will not take satisfactory corrective action.
10. Provide a daily field report including significant project achievements and activities, Contractors, Consultants and Officials on site, weather conditions project developments, including conditions or circumstances that may cause delay in the project schedule or otherwise may be inconsistent with project requirements of the Owner's objectives or expectations. In these cases, provide the Owner with proposed contingency plans to avoid or mitigate possible or actual delays.
11. Provide regular monitoring of the construction costs, showing actual costs for activities in progress and estimates for unaccomplished tasks. Identify variances

between actual and established costs and advise the Designer and Owner if project costs are expected to exceed the respective contract sums.

12. Advise the Owner of necessary or desirable changes to the projects, assist in negotiation of the Contractor's proposals for these changes, submit recommendations to the Designer and the Owner, and, if accepted, prepare or cause the Contractor to prepare change orders for the Designer's approval and the Owner's authorization. Establish and implement a change order system monitoring and reporting on job cost events, including approved change orders, pending change orders, and anticipated change orders. Establish a time line for the change order process that does not interfere with the progress of the work.
13. Develop and implement procedures for the prompt review and processing of Applications for Payment from the Contractor for progress and final payments, including certification requirements by the Designer. Make recommendations to the Owner for payment(s).
14. Participate in the implementation of the safety programs of each of the Contractors as required by their Contract documents.
15. Assist in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the Contractor(s). Verify that the applicable fees and assessments have been paid. Assist in obtaining approvals from authorities having jurisdiction over the projects.
16. Assist the Owner in selecting and retaining the professional services for third party inspections and testing laboratories. Assist the Contractor with the coordination of these services.
17. Make weekly checks of all payroll records provided by the Contractor(s) to insure that all state wage reporting requirements are fully adhered to.
18. Verify the timely flow of payments to Subcontractors based on contract documents and Massachusetts General Laws.
19. Insure that proper record keeping of all types, plans, specifications, submittals, schedules, progress photographs, equipment operation manuals, etc., related to the quality and nature of the construction in progress is being maintained on the job site by the Contractor(s) and the Clerk of the Works for review by the Designer and the Owner.
20. Coordinate the commissioning work with all parties involved, to ensure that the commissioning activities are being incorporated into the Master Project Schedule.
21. Assist the Owner in the procurement of building equipment, furnishings and other materials, and coordinate vendor services.

22. At the conclusion of the project, coordinate the assembly of all record / as-built drawings, all other construction related documents and all materials necessary for occupancy and full operation of the facilities.
23. Manage on behalf of the Owner planning for operations and maintenance activities.
24. The successful firm must identify all personnel that will be used on the project and any change in personnel needs to be approved by the Town.
25. Manage third party contracts of project phases that can be accelerated.

**OPM SERVICES during the WARRANTY PHASE**

The Owner's Project Manager's primary functions will include, but are not limited to:

1. Review equipment warranties to ensure that the Town of Provincetown's responsibilities are clearly defined.
2. Oversee and review the training of the Town of Provincetown's operating personnel.
  - a. Oversee the videotaping of this training.
  - b. Review the Design Team Contractor's preparation of the O&M manuals for commissioned equipment.
3. Compile a Commissioning Record, which shall include:
  - a. A brief summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
    - i. Equipment meeting the equipment specifications,
    - ii. Equipment installation,
    - iii. Functional performance and efficiency,
    - iv. Equipment documentation, and
    - v. Operator training.

- b. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
  - c. Also included in the Commissioning Record shall be the issues log, commissioning plan, progress reports, submittal and O&M manual reviews, training record, test schedules, construction checklists, start-up reports, functional tests, and trend log analysis.
- 4. Compile a Systems Manual that consists of the following: Town of Provincetown' Project Requirements (by Town of Provincetown); Design Narrative and Basis of Design (by designer); Performance Metrics, if completed during design; space and use descriptions, single line drawings and schematics for major systems (by designer); control drawings, sequences of control (by contractor); and a table of all set points and implications when changing them, schedules, instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for recommissioning frequency by equipment type, energy tracking recommendations, and recommended standard trend logs with a brief description of what to look for in them (all by commissioning provider).
  - 5. Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and O&M manuals.
  - 6. Return to the site at 10 months into the 12 month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also, interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

**End of technical section**

## **INQUIRIES**

No oral interpretations will be made to any potential respondent as to the meaning of any requirements specified within this Request for Proposal. In preparing its proposal, the respondent shall rely only what has been communicated in writing, and no oral communication shall become the basis for any subsequent protest of the selection process. No questions, written, faxed, or emailed, will be answered after the close of business on September 28, 2017.

Any Procurement questions pertaining to the RFP should be directed to:

### **David B. Panagore**

Town Manager/Chief Procurement Officer

Town Manager's Office

260 Commercial Street

Provincetown, MA 02657

P: 508-487-7002

Email: [everde@provincetown-ma.gov](mailto:everde@provincetown-ma.gov)

(Elisabeth Verde, Executive Assistant to the Town Manager)

## **FEES FOR SERVICES DURING DESIGN and CONSTRUCTION / WARRANTY PHASES**

The fee, for each phase of project services requested, will be negotiated following the selection of the **t o p - r a n k e d** Owner's Project Manager. Each fee will be negotiated as a lump sum including all direct expenses unless otherwise agreed, following agreement on a final scope of work. In the event that an agreement cannot be reached with the top-ranked applicant within 30 calendar days, negotiations with such applicant will cease, and negotiations will begin with the next top-ranked applicant, and so on, until agreement on a reasonable fee is reached

## **GENERAL AND SPECIAL PROVISIONS**

1. The Town of Provincetown, as the Awarding Authority, reserves the right to reject all proposals and to waive any informalities or irregularities as it deems in the best interest of the Town.
2. All proposals will become the property of the Town of Provincetown.
3. The applicant, and any sub-consultants of the applicant selected, shall be expected to comply with all applicable federal, state, and local rules, regulations, and laws as they apply to the project without limitation including all federal, state, and local bidding, environmental, and safety rules, regulations, and laws in the performance of service.
4. The consideration of all proposals and the subsequent selection of the successful applicant shall be made without regard to race, color sex, age, handicap, religion, political affiliation or national origin.

5. The successful applicant, and all sub-consultants of the applicant, shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).
6. Upon completion of the evaluation and the award of a contract, all responses and information submitted in response to this call for applications are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10, and to M.G.L. c. 4, § 7, cl. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

### **CONTRACT**

After successful negotiations on fee, the selected Owner's Project Manager will be expected to execute a contract in substantially the form attached hereto, as Attachment A. Upon execution of the Contract, the OPM will be instructed to commence providing the work outlined in the contract. All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by the OPM pursuant to this project shall be the property of the Town of Provincetown.

### **SUBMITTAL REQUIREMENTS**

To receive consideration, all proposals must include the following information:

1. Applicant Certification.
2. Completed Certificate of State Tax Compliance, Certificate of Non-Collusion, Acknowledgement of Principal Form and Debarment Disclosure Form (copies attached).
3. OPM must carry insurances in accordance with attached requirements.
4. OPM must be qualified to provide Owner's Project Management services in Massachusetts, as set forth in G.L. c. 149, §44A1/2.
5. OPM must be familiar with applicable federal, state and local codes and regulations necessary to complete the project.
6. Applicant fee proposal must include an allocation of hours anticipated per phase of OPM services and provide hourly rate for other services that may be requested. Please provide a detailed budget proposal and narrative that contains a description of how funds will be utilized, including the allocation of man hours, project milestones and any materials.

### **SELECTION PROCESS / EVALUATION CRITERIA**

The Town will perform a qualification based selection process in accordance with G.L. c. 149, §44A1/2 and the minimum and comparative criteria described herein. The Town will evaluate all proposals that meet the submission requirements and minimum criteria using

the evaluation criteria described herein to determine the most advantageous proposal. The Town will rank the top three firms as finalists and may, in its sole discretion, determine to interview the three finalists. After the interview process, the final ranking of the firms will be prepared. Fee negotiations, as further described herein, will start with the highest ranking firm shortly afterward.

**MINIMUM EVALUATION CRITERIA**

Each proposal must meet all the following criteria in order to be considered for further evaluation.

- **Years in Business** – Provide evidence that the OPM Firm has been in business for a minimum of five (5) years.
- **OPM Experience with Municipal Facilities** – Provide evidence of completing OPM services for municipal facilities of a similar use and magnitude.
- **Estimating, Scheduling and Cost Control Experience for Municipal Facilities of a similar use and magnitude** – Provide evidence of management processes or tools used in the management of other municipal projects.
- **Project Completion** – Acknowledgement of other projects that have been completed with a similar scope of work as described in the RFP.

Proposals which do not meet the minimum criteria will be judged unacceptable.

**COMPARATIVE EVALUATION CRITERIA**

The following grading system will be used to measure the relative merits of each proposal which has met the above minimum evaluation criteria.

<b>Criteria</b>	<b>Maximum Grade</b>
1. Quality of Proposal	6
2. Quality of Sample Reports	2
3. Number of Municipal clients	2
4. Years of experience of project leader	3
5. Years firm has been in business	1
6. Oral Presentation / Interview	6
7. References	3
Total (maximum)	23

**1. Quality of Proposal**

The proposal will be graded on the following:

- a. Evidence of the Firm’s experience with similar Public Safety projects. Including a thorough knowledge of the Massachusetts State Building Code(s),

Architectural Access Board (AAB) regulations, Americans with Disabilities Act (ADA), and all other pertinent codes and regulations related to successful completion of the project.

- b. A detailed description of the methodology, level of detail, project approach including staffing, information management, change order process management, value engineering, claims avoidance, and other management and administrative systems related to services that will be undertaken to fulfill the OPM role.
- c. Evidence of the Firm's experience with projects of a similar scale and cost.
- d. Qualifications of all personnel involved in the project, including cost estimators.
- e. The ability to provide Building Commissioning expertise, especially with respect to mechanical systems.
- f. Clarity and organization of the document.

Grading from 0 to 6 is based on the following:

- 6 All of the above criteria are positive
- 5 Five of the above criteria are positive
- 4 Four of the above criteria are positive
- 3 Three of the above criteria are positive
- 2 Two of the above criteria are positive
- 1 One of the above criteria is positive
- 0 None of the above criteria are positive

## **2. Quality of Sample Reports and Management Tools**

Submit at least one summary of reports, logs and communication tools for a project completed within the last 2 years.

The report(s) will be graded on the following:

1. Substance
2. Evidence of Organization and understanding of Technical issues
3. Clarity and organization of each report or project

Grading from 0 to 3 is based on the following:

- 2 All above criteria are positive
- 1 Two of the above criteria are positive
- 0 Less than two of the above criteria are positive

**3. Number of Municipal Clients**

Provide evidence of Municipal Projects where OPM services were provided to complete tasks described in the RFP.

Grading from 0 to 2 as follows...

- 2 Six or more Municipal Clients
- 1 Two to five Municipal Clients
- 0 Less than two Municipal Clients

**4. Project team leader – Years of OPM / CM experience**

Document the name of the Team Leader for this project if an award is made. Outline the experience and the number of years this leader has worked on similar building projects which have been constructed.

Grading from 0 to 3 as follows...

- 3 More than twenty years of experience
- 2 Fifteen to twenty years of experience
- 1 Ten to fifteen years of experience
- 0.5 Five to ten years of experience
- 0 Less than five years of experience

**5. Years Firm has been in business**

Document the relevant number of years that the firm has been in business.

Grading from 0 to 1 is based on the following:

- 1 More than ten years in business
- 0.5 Five to ten years in business
- 0 Less than five years in business

**6. Oral Presentation / Interview**

Those firms meeting the Minimum Evaluation Criteria and scoring well in items 1 through 5 of the Comparative Evaluation Criteria *may* be asked to make an oral presentation to the RFP Selection Committee and other Town Officials. In addition to presenting the organization and qualifications of the firm, the presentation should include information of relevant past design projects. It would also be helpful if the Project Leader and other key personnel assigned to this project, participate in the presentation.

The Oral Presentation / Interview should cover the following topics:

- A. Explanation of experience in providing OPM services for Municipal facilities.
- B. Ability to work with a wide range of agents (Architects, Contractors, Subcontractors, Consultants, municipal bodies, etc.) on behalf of the Awarding Authority in providing information relevant to the progress of the project on a timely basis.

- C. Explanation of the management tools that will be used for scheduling, estimating, cost tracking and cost forecasting.
- D. Provide insight of progressive problem solving skills and a demonstrated history of bringing projects of similar magnitude to completion on time and on budget.
- E. Provide insight as to how your firm's expertise has beneficially affected the Contractors' project execution.
- F. Presentation and interview interaction with the lead person, staff personnel and Consultants.

Grading from 0 to 6 is based on the following:

- 6 All of the above topics and more were in covered in positive manner
- 5 All of the above topics were covered in a positive manner
- 4 Four of the above topics were covered in a positive manner
- 3 Three of the above topics were covered in a positive manner
- 2 Two of the above topics were covered in a positive manner
- 1 One of the above topics were covered in a positive manner
- 0 None of the above topics were covered in a positive manner

## **7. References**

Provide a list of references and contact information with names, addresses and telephone numbers of clients for relevant construction projects completed during the past 10 years and provide a list of all municipal clients in the last 10 years. The references will be graded on the following:

- a. Quality, completeness and ability to provide third party OPM services for similar projects.
- b. The ability to anticipate and manage in-progress changes and their potential cost implications.
- c. Working relationship with Committees and Town officials.

Grading from 0 to 3 is based on the following:

- 3 All of the above criteria are positive
- 2 Two of the above criteria are positive
- 1 One of the above criteria is positive
- 0 If none of the above criteria are positive

**End of administrative section**

**TOWN OF PROVINCETOWN  
CERTIFICATE OF APPLICANT  
NEW POLICE STATION FACILITY**

The Applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.
2. No consultant to, or, subcontractor for the applicant has given, offered, or agreed to give any gift, contribution, or offer of employment to the applicant, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the applicant.
3. That no person, corporation, or, other entity, other than a bona fide full-time employee of the applicant has been retained or hired to solicit for or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

I hereby attest with full knowledge of the penalties for perjury, as in accordance with Massachusetts General Laws C.7, S.38E that all information provided in this application for services is correct.

Name of person signing the proposal (Printed)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address)

Date\_\_\_\_\_

**TOWN OF PROVINCETOWN  
STATEMENT OF STATE TAX COMPLIANCE**

**NEW POLICE STATION FACILITY**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Social Security or Federal ID Number

\_\_\_\_\_

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

**TOWN OF PROVINCETOWN  
STATEMENT OF NON-COLLUSION**

**NEW POLICE STATION FACILITY**

Pursuant to M.G.L. Ch. 30B Section 10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

---

(Signature of individual submitting bid or proposal)

---

(Name of business)

---

Date

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

State of \_\_\_\_\_

County of \_\_\_\_\_ SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say to me that he resides at \_\_\_\_\_, that he is of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Contractor's Signature

(Seal)

\_\_\_\_\_  
Notary Public Signature  
My Commission expires on:

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of \_\_\_\_\_

County of \_\_\_\_\_ SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in \_\_\_\_\_ and which executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Contractor's Signature

(Seal)

\_\_\_\_\_  
Notary Public Signature  
My Commission expires on:

**TOWN OF PROVINCETOWN**  
DEBARMENT DISCLOSURE FORM  
**NEW POLICE STATION FACILITY**

Name of Clerk: \_\_\_\_\_

(Corporate Seal)

PUBLIC CONTRACTS – DEBARMENT CHAPTER 550, ACTS OF 1991

The said undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other chapter of the General Laws, or any Rule or Regulation promulgated there under.

Date: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_  
(Company)

By: \_\_\_\_\_  
(Signature)

(Print Name & Title of Person Signing)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

**TOWN OF PROVINCETOWN**  
INSURANCE REQUIREMENTS FOR INCLUSION  
IN ALL SPECIFICATIONS AND CONTRACTS

**NEW POLICE STATION FACILITY**

**Insurance.** The Contractor shall carry and maintain in effect during the entire currency of the contract, at his own expense, the following kinds and minimum amounts of insurance in a company or companies approved by the Town of Provincetown. Such insurance shall cover claims and suits which arise out of or result from the Contractor's execution of the contract work whether such execution by the Contractor himself or by any Subcontractor.

- 1)  Worker's Compensation as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit of \$500,000.00.
- 2)  "Broad Form" Comprehensive General Liability including, but not limited to, Bodily Injury, Personal Injury and Property damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage and all other applicable insurance necessary to carry out the contractual obligation to proceed under the contract. Minimum limit of liability **\$2,000,000.00.**
- 3)  Automobile Bodily Injury and Property Damage Liability for all owned, non-owned and hired automobiles operated in connection with the performance of the contract. Minimum limits of liability: Single limits of Property Damage and Bodily Injury \$ \$2,000,000.00
- 4)  Builder's Risk - Amount of the Contract
- 5)  Professional Liability in the amount of \$ 2,000,000.00.
- 6)  Errors and Omissions

**Certificate of Insurance.** Prior to beginning work under the contract, the Contractor shall furnish the Town of Provincetown a Certificate of Insurance naming the Town as 1)  an additional insured or 2)  certificate holder acceptable to said Town evidencing the existence of the foregoing insurance coverage. Such Certificate also shall provide that the Town of Provincetown will be notified at least 30 days in advance of the cancellation or non-renewal of any insurance covered by the Certificate.

Attachment A  
Form of Agreement

**“ATTACHMENT A”**

**AGREEMENT FOR PROJECT MANAGEMENT SERVICES**

**NEW POLICE STATION FACILITY**

The following provisions shall constitute an Agreement between the Awarding Authority of the Town of Provincetown, acting by and through its Project Manager, hereinafter referred to as "Awarding Authority", with an address of 260 Commercial Street, Provincetown, Massachusetts, and \_\_\_\_\_, with a usual place of business located at \_\_\_\_\_, hereinafter referred to as "Project Manager", effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017. In consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK:**

1.1. Generally.

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

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

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

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

**ARTICLE 2: AWARDING AUTHORITY RESPONSIBILITIES:**

2.1. The persons from time to time designated by the Awarding Authority as the Awarding Authority's representative, shall be reasonably acquainted with the Project, shall have the authority to request services under this Agreement and shall render decisions reasonably promptly and furnish information reasonably expeditiously so as to avoid undue delay in the

Project Manager's services on the Project. Unless otherwise provided by the Awarding Authority, the \_\_\_\_\_ Committee (or official) is hereby designated as the Awarding Authority's representative for this Project.

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

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

2.4. The Awarding Authority shall provide for the Project Manager's use at the Project site directly through the Contractors a trailer equipped for field office use, furniture, a fax machine, a copy machine, file cabinets, computers, phone service and other utility services and Internet access.

### **ARTICLE 3: TIME OF PERFORMANCE**

3.1 The Project Manager shall perform all Project Management Services in a prompt and expeditious manner, consistent with, and to further, the interests of the Awarding Authority. If the Project Manager performs any services for the Project after \_\_\_\_\_, such services shall be deemed additional services, and the Project Manager shall be entitled to be paid for such additional services in accordance with Paragraph 4.3 below.

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

extended and adjusted by Change Order for such reasonable time and amount as the parties shall agree to.

**ARTICLE 4: COMPENSATION:**

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

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

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

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

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

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

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

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

**ARTICLE 5: AGREEMENT DOCUMENTS:**

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

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

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

**ARTICLE 6: AGREEMENT TERMINATION:**

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

1. Failure of the Project Manager, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the material provisions of this Agreement by the Project Manager.

3. A determination by the Awarding Authority that the Project Manager has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

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

6.2. If the Awarding Authority fails to make payment to the Project Manager of sums due and owing as provided in Article 4, then after ten (10) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such ten (10) day period, the Project Manager may terminate this Agreement.

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

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

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

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

anyone directly or indirectly employed by the Project Manager, or anyone for whose acts the Project Manager may be responsible.

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

7.3 The Project Manager shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement. The within language shall not be construed as a limitation of the Project Manager's liability under this Agreement or under any applicable law. The Awarding Authority agrees to include in the general conditions of the construction contract a provision requiring contractors to indemnify and hold harmless the Project Manager, and to name the Project Manager as an additionally insured party on all applicable insurance certificates.

**ARTICLE 8: AVAILABILITY OF FUNDS:**

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

**ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW:**

9.1 The Project Manager will provide all Project Management Services in a manner (i) that is expeditious and economical based on established compensation provisions in this Agreement, (ii) that is consistent with service standards for comparable projects by qualified project managers,

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

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

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

**ARTICLE 10: ASSIGNMENT:**

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

**ARTICLE 11: AMENDMENTS:**

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

**ARTICLE 12: INSURANCE:**

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

Commercial General and Automobile Liability Insurance shall be written for not less than the limits of liability as follows:

\$4,000,000	General Aggregate Limit
\$4,000,000	Products-Complete Operations Aggregate Limit
\$2,000,000	Personal Injury and Property Damage Limit

Business Automobile Liability: \$2,000,000 Each Accident - Single Limit

Excess Umbrella Liability: Minimum of \$5,000,000.

Professional Liability: Minimum of \$2,000,000

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

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

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

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

12.5. The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverages to be in force shall be filed with the Awarding Authority prior to the execution of this Agreement, and upon the renewal of any such coverage during the term of this Agreement.

Certificates shall indicate effective dates and dates of expiration of policies. All insurance policies required hereunder shall be written by companies satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.

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

#### **ARTICLE 13: DOCUMENTS AND DELIVERABLES:**

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

#### **ARTICLE 14: NOTICE:**

14.1. All notices required to be given hereunder shall be in writing and delivered, or mailed first class, to the parties' respective addresses stated above. In the event that immediate notice is

required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

#### **ARTICLE 15: DISPUTE RESOLUTION**

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

#### **ARTICLE 16: STAFFING**

16.1 It is understood that the unique abilities of the Project Manager have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Project Manager will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Awarding Authority. The Awarding Authority shall have the right of approval of Project Management staff assigned to the project in accordance with Section 16.2.

16.2. The Project Manager hereby agrees and acknowledges that one of the conditions of this Agreement is that the individuals in charge of the direction and supervision of the Project on behalf of the Project Manager shall be named and approved by the Awarding Authority at least one month prior to the commencement of construction work on the Project, and such individuals and the members of the Project Manager's project team set forth below (the "Project Manager's Project Team") shall be available to attend meetings and respond to requests, comments, questions and concerns of the Awarding Authority and other parties identified by the Awarding Authority. This condition is a substantive inducement to the Awarding Authority without which the Awarding Authority would not have entered into this Agreement with the Project Manager. Notwithstanding the foregoing, the Project Manager shall submit to the Awarding Authority as

soon as possible information on the credentials of the proposed project manager and assistant project manager. In consideration of the foregoing, the Project Manager agrees that for so long as any such member of the Project Manager's Project Team is employed by (or, as appropriate, a principal of) the Project Manager, such member(s) shall direct, shall be responsible for, and shall be available to provide the Project Management Services in connection with the Project. If at any time any such member of the Project Manager's Project Team is no longer available as aforesaid, then his replacement shall be subject to the prior approval of the Awarding Authority. The Project Manager's Project Team will consist of the persons noted below and necessary assistants and other technical and administrative personnel. All of the Project Manager's Project Team shall be experienced in projects similar in size, scope and complexity of the Project. Each member of the Project Team shall be appropriately licensed and certified and qualified by training and experience in their respective fields. No change will be made in the composition of the Project Team without the Awarding Authority's approval. No personnel in the Project Team designated as full-time on the Project shall assume additional responsibilities outside of the Project without the written consent of the Awarding Authority. The Awarding Authority may require replacement of any member of the Project Manager's Project Team upon notice to the Project Manager with or without cause. The members of the Project Manager's Project Team are as follows:

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

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

work on the Project. The Project Manager shall provide emergency contact information to the Awarding Authority for all members of the Project Team.

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

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

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

**ARTICLE 17: CERTIFICATIONS:**

17.1. The Project Manager certifies that:

1. The wage rates and other costs used to support the Project Manager's compensation are accurate, complete and current at the time of contracting.
2. The original Agreement price and any additions to the Agreement may be adjusted within one year of completion of the Agreement to exclude any significant amounts due to inaccurate, incomplete or non-concurrent wage rates or other costs.

3. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
4. No consultant to or sub-Project Manager for the Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub-Project Manager of a contract by the Project Manager.
5. No person, corporation or other entity, other than a bona fide full time employee of the Project Manager, has been retained or hired by the Project Manager to solicit for or in any way assist the Project Manager in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Project Manager.
6. It has internal accounting controls as required by M.G.L. c.30, §39R and that the Project Manager filed and will continue to file an audited financial statement as required by M.G.L. c.30, §39R(d).

**18. ARTICLE 18: MISCELLANEOUS**

18.1. This Agreement will be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.

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

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

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

18.5. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be amended as mutually agreed by the Awarding Authority and the Project Manager to make such insertion or correction.

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

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

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

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

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

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

PROJECT MANAGER

AWARDING AUTHORITY  
TOWN OF PROVINCETOWN

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

By its: \_\_\_\_\_  
Board or Individual Official

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

By: \_\_\_\_\_  
Town Accountant

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