

**Request for Proposals  
for  
Owner's Project Management Services  
For Renovation, Historic Preservation & Expansion  
of  
Topsfield Town Hall**



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**TOWN OF TOPSFIELD**  
**REQUEST FOR PROPOSALS**

The Town of Topsfield invites qualified Owner's Project Managers to submit proposals for the renovation, historic preservation and expansion of Topsfield Town Hall. All applications must be submitted in conformance with this Request for Proposals (RFP) documents. Sealed proposals for the Town Hall Renovation and Preservation Project will be received at the Purchasing Office, Town of Topsfield, Town Hall, 8 West Common Street, Topsfield, MA 01983, until the date and time stated below.

**July 8, 2016 @ 10:00 AM**  
**at**  
**TOWN OF TOPSFIELD, TOWN HALL, MEETING ROOM**  
**for**  
**Owner's Project Management Services**  
**for the Renovation, Historic Preservation & Expansion of Topsfield Town Hall**

All proposals shall be submitted in two separate sealed envelopes marked "Price Proposal" or "Non-Price Proposal." Sealed proposals shall be addressed to the Office of the Board of Selectmen in a sealed envelope marked "Request for Proposals for: "Owner's Project Management Services for the Renovation, Historic Preservation & Expansion of Topsfield Town Hall" with the proposer's name and address. Price Proposals must use the price proposal form incorporated herein.

The submittal must be formatted as a single bound volume. Provide eight (8) hard copies, and one (1) electronic copy on a flash drive of the Non-Price Proposal. Provide one separate sealed hard copy of the Price Proposal.

The Request for Proposals may be obtained on or after July 22, 2016 by contacting Purchasing Agent, Donna Rich, preferably by email at [drich@topsfeld-ma.gov](mailto:drich@topsfeld-ma.gov), or at 978-887-1504; hard copies may be obtained at the Purchasing Office at the above address.

The procurement of services for contracts with professional consulting firms is specifically exempt from the statutory procurement requirements. Therefore, this request for Proposals is not subject to the provisions of M.G.L. Chapter 30B and shall not be governed by the requirements contained therein. Notwithstanding the provisions of this Request for Proposals, the Town reserves the right to negotiate with bidder(s) with respect to the scope of services request and the price therefor, and further reserves the right to accept any proposal in whole or in part, and to reject any or all proposals as deemed in the best interest of the Town.

Each proposer agrees to waive any claim it has or may have against the Owner or their respective employees arising out of or in connection with the administration, evaluation or recommendation of any proposal.

**BOARD OF SELECTMEN**  
**TOPSFIELD, MASSACHUSETTS**



## **Town of Topsfield**

### **Request for Proposals for Owner's Project Management Services for the Renovation, Historic Preservation & Expansion of Topsfield Town Hall**

The Town of Topsfield is seeking proposals for owner's project management services for the renovation, historic preservation and expansion of Topsfield Town Hall, 8 West Common Street. The Town of Topsfield is committed to restoring, adapting and continuing to use its historic Town Hall by investing in a strategy to repair and rehabilitate this landmark structure in order to retain it as a productive and historic asset for the community.

### **The Property**

The idea of building a Town Hall met stiff opposition when it was proposed by a Citizens' Petition in 1872. After numerous deliberations, committee reports, special town meetings, and efforts to change the location, a decisive Town Meeting was held on June 9, 1873. In a town with a population of about 1,200, this meeting brought out 210 voters who met on the Town Common. The voters lined up in two lines - those in favor and those against. By a vote of 108 to 102, Topsfield voted to build a Town Hall.

The Town was determined to do the project well. They hired the Salem and Boston architectural firm of Lord and Fuller to design the building and noted local builder John H. Potter to handle construction. Lord & Fuller were sought out for commissions of many prominent buildings across State, including school-houses, stores, churches, town halls, and public work of all kinds. They were noted for their quality designs and attention to matters of drainage, ventilation, light, and acoustics. Topsfield paid them a fee of \$360.50 to design Town Hall.

The new Town Hall was designed in the Second Empire Style with an elaborate front façade featuring steeply pitched roofs with polychrome slate, a clock tower, wood detailed to imitate rusticated stone, and a porch surrounded by a cascade of wooden steps. The interior grand staircase led to an auditorium with a stage and balcony.



Located across from the Town Common, the building is in the Topsfield Town Common Historic District. The Common is ringed by other historic structures including the meetinghouse of the Congregational Church of Topsfield (1842), the Emerson Center (1814), and The Commons (1853), all of which are contributing members of this National Register district.





The building has changed in modest ways over the years. The front porch has lost a column from the clusters of three which originally marked its corners, and the pyramid of steps on three sides has been reduced to a single flight in front.



Repair work in the 1990's included reconstruction of the front porch and the construction of semi-enclosed vestibules over the exterior landings and steps at the north side entrances. One of these vestibules was demolished in 2014 because it was in danger of collapsing. The second was removed in 2015 for the same reason.



## The Project

Topsfield's town government is very different from what it was when this building was built 143 years ago. It is now staffed by 17 departments plus 38 volunteer boards. Our volunteers number more than 160 people. It is impossible for any town within the commonwealth to operate without them. One reason for

that is that many of these boards are mandated by the Massachusetts legislature. Groups like the Board of Health, the Conservation Commission, and the Planning Board are required by state law.

Over the years, as town government has grown, the building has struggled to keep up. The second floor auditorium has been unceremoniously outfitted with cubicles to provide work space for several town departments, and this despite the fact that there is no elevator access. The availability of storage for town records, relegated to the basement, is inadequate both in quantity and in quality. Programmatic functions that some departments demand cannot be accommodated in this crowded building.

Furthermore, despite the best intentions of Town government, the infrastructure is aging. Aspects of the envelope are in poor condition, especially windows throughout<sup>1</sup>, interior finishes are tired and worn, the building is not fully ADA accessible, code upgrades are demanded, and building systems are neither efficient nor capable of accommodating the demands of a 21<sup>st</sup> century office environment. The Town seeks to pursue a project of renovation, historic preservation and expansion of Town Hall with a goal of positioning the building for its next 100 years of service to the community.

## The Team

General oversight of the project has been provided by the Town Hall Building Committee. This is an appointed group of Topsfield citizens including:

- Peter Bryson, a code enforcement officer and building inspector
- Elizabeth Mulholland, architectural preservationist, Chair of the Topsfield Historical Commission
- Ben Nutter, architect and Principal with Benjamin Nutter Architects
- Josh Rownd, architect and Principal with Symmes, Maine & McKee
- Gregor Smith, Chairman, owner's project manager and Principal with Smith + St. John

In addition, the following are ex officio members of the Town Hall Building Committee:

- Kellie Hebert, Topsfield Town Administrator
- Mark Lyons, member of the Board of Selectmen, attorney and Partner with Lyons & Tzanoudakis
- Donna Rich, Topsfield Purchasing Agent & Community Development Coordinator

In 2015, the Town retained the services of a design team led by the architecture firm of McGinley Kalsow and Associates (MKA). The design team includes:

- Architecture – McGinley Kalsow & Associates, Inc.
- Structural Engineering – Structures North Consulting Engineers, Inc.
- Mechanical, Electrical, Plumbing and Fire Protection – CSI Engineering, Inc.
- Landscape Architecture – Michelle Crowley Landscape Architecture
- Civil Engineers – Graham Associates, Inc.
- Lighting Consultant – Collaborative Lighting, LLC
- Code Consultant – Howe Engineering Inc.
- Geotechnical Engineering – McPhail Associates, LLC
- Environmental Engineer – Environmental Health & Engineering

MKA has examined programmatic issues and developed a schematic design which served as the basis for a formal cost estimating effort. This allowed the Town Hall Building Committee to prepare a comprehensive project budget, which includes hard and soft costs, and to present this at Town Meeting

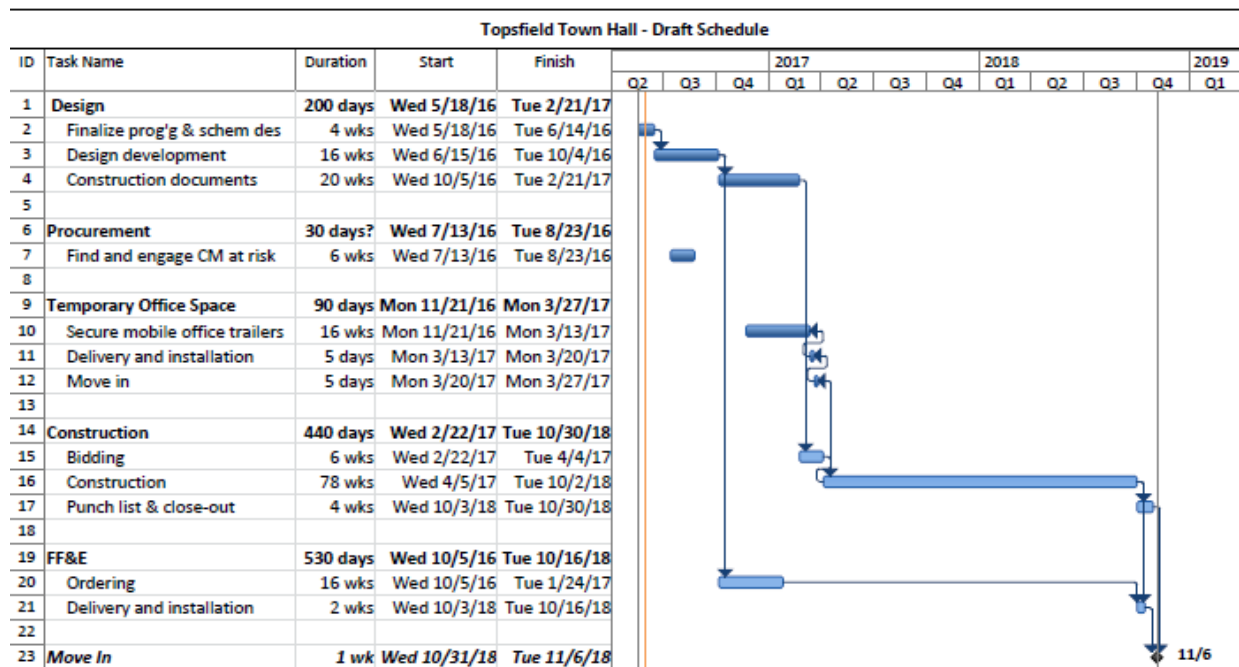
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<sup>1</sup> Because of the extent of deterioration, the Town is currently in the middle of a project to restore all windows. This effort will be complete in the fall of 2016.

in May of 2016. The warrant article requested full funding for this project; it passed. The Committee is now moving forward with full implementation, but services are required of an OPM to shepherd this process.

## Schedule

A draft schedule is outlined below. Note that the design team is currently refining programming and schematic design before beginning work on design development. The goal is to complete the project and to move Town Hall offices back into the renovated building by late 2018.



## Scope of Work

The OPM is expected to provide a range of services as outlined below.

### General Project Management Tasks

- Provide overall management of the project team.
- Understand, respond to and manage the expectations of the Town of Topsfield
- Create and maintain a project master schedule, incorporating design, approvals, permitting, bidding, value engineering, construction and FF&E.
- Attend meetings as required to get the job done. This includes project meetings with the team, management meetings with key Town leaders (Town Administrator, Board of Selectmen), and informational meetings with Town Boards and Committees (including, but not limited to, the Planning Board, Zoning Board of Appeals and Conservation Commission), meetings with other community stakeholders as applicable, and public meetings designed to communicate progress to local residents and businesses.
- Ensure that meetings are properly documented with minutes in a timely fashion.
- Monitor the flow of information between the project team members to ensure that it is consistent, timely, accurate and civil.



- Work with the Town Hall Building Committee to define and implement a communications plan for constituents that may include memos, newsletters, periodic informational sessions and other updates as appropriate.
- Manage the procurement process for any required additional consultants and vendors, including RFP's, interviews, proposal assessment and contract negotiation.
- Participate in discussions and meetings with other regulatory agencies as necessary including the Massachusetts Historical Commission and the Massachusetts Architectural Access Board and assist consultants in the preparation of permitting documentation.
- Retain testing agencies as required by law, review their reports and respond to issues.
- Assist the design team in developing a comprehensive punch list.
- Ensure delivery by the architect(s) and the contractor(s) of required warranties, manuals, as-built drawings and other required record documents.
- Keep project files suitable for audit review, including copies of contracts, invoices, bid awards, subcontractor correspondence, change orders and project closeout documents.

#### *Finance Tasks*

- Monitor and update the budget as the project develops.
- Review change requests from all team members (including the architect, engineers, specialty consultants and the construction manager). Solicit the Town's approval, process required paperwork, and work to ensure that no consultant takes action on change orders until such approval has been provided.
- Review project invoices from consultants and vendors, including monthly Applications for Payment from the Construction Manager. Ensure adequate back-up is provided and confirm that charges have been properly accounted for in the project budget before submitting to the Museum for payment.
- Track costs on the project. These will be compared against the budget, with regular summary reports prepared for the Town.
- Prepare cash flow projections as required.
- Facilitate with the CM, the Architect and, if appropriate, with a third party cost estimator, the development of comprehensive budget updates at at least two milestones: completion of design development and the completion of construction bidding.

#### *Construction & Bidding Tasks*

- Work with the CM to ensure appropriate bidding procedures for all trade work are followed.
- Perform detailed review of subcontractor bids, including change order unit pricing.
- Review bid tabulations prepared by the Construction Manager.
- Assist with developing value engineering alternatives and pricing.
- Perform detailed construction manager and subcontractor change order reviews, including verification of backup, management fees and unit prices.
- Ensure that contractual provisions are met prior to final release of retainage to subcontractors and Construction Manager.

#### *Procurement Tasks*

Identify the need for any additional specialists, recommend candidates and establish a selection process with the Town. Tasks to include:

- Prepare and distribute requests for qualifications and requests for proposals;
- Communicate with all parties concerned, including the Town Hall Building Committee, Town administration and candidate firms;
- Guide the evaluation process;
- Schedule and structure interviews, if appropriate;

- Assist in the final selection.

#### *Contract Negotiation Tasks*

- Review contracts, working with the Town and legal counsel to ensure they meet the requirements of the Town and of the project;
- Negotiate terms and fees as appropriate;
- Ensure timely execution.

#### *Communications*

- Anticipate frequent interaction with and direction from the Owner's project team, particularly the Architect and the Town Hall Building Committee.
- Ensure meetings are documented with meeting minutes.

#### *Preservation and Code Compliance*

- Provide guidance when conflicts arise between preservation issues and other challenges such as budget constraints, accessibility conflicts, and code violations.
- Assist with outlining the effort required to shepherd the effort through any regulatory channels such as the Topsfield Historical Commission, the Massachusetts Historical Commission, and the Massachusetts Architectural Access Board.
- Assist the Town in working with the local community in an effort to manage expectations, build rapport, and generate consensus.
- Work with the design team in shepherding the project through the Massachusetts Architectural Access Board.

#### *Sustainability and Energy Efficiency*

- Outline an approach to renovations of the Property that addresses sustainability in a manner consistent with the Town's goals and budget.
- Conceptualize architectural and engineering solutions that enhance the energy efficiency of building systems and the building envelope.
- Work with the team to outline a process that endeavors to achieve a LEED certifiable result (the expectation that the project will seek actual LEED certification is not anticipated at this time). Discussion will be required during the planning process to identify specific objectives in this area.

# Proposal Format

## OPM Selection and Qualifications

As stated in MGL Chapter 149a, selection of the OPM will be through a “qualifications based” process. The law requires the OPM be a registered architect or professional engineer and have at least five (5) years of relevant experience in the construction and supervision of construction of buildings or, in the event the OPM is not a registered architect or professional engineer, the OPM must have at least seven (7) years of relevant experience in the construction and supervision of construction of buildings.

Consideration will be given to the OPM’s professional experience, skills, existing work load, staff available for back-up and assistance, and prior direct experience providing services in management of design and construction activity. In particular if the project is undertaken as a CM at Risk project the OPM should have prior experience with the unique aspects of CM at Risk projects including, but not limited to, GMP negotiation and “open book” cost review. The selected OPM as an individual will be intimately involved in the project and bears the ultimate responsibility of providing the required OPM services to the Awarding Authority.

The proposal document should consist of the following four sections, properly formatted in chapters, to facilitate easy reference by the evaluation team.

### 1. Approach

- Describe the methodology that your team will use to accomplish the services outlined in this document.
- Outline thoughts on balancing preservation issues with conflicting priorities such as energy efficiency and accessibility.
- Describe your approach to project management, touching on your methods of project reporting, coordination of consultants’ work, and managing the expectations of varied constituents.

### 2. Team

- Describe proposed organizational structure and working relationships to provide services to meet the demands as outlined in Scope of Work.
- Identify key members of your project team and describe their roles on the project.
- Identify the team member who will have day to day responsibility for managing the relationship with the broader project team.
- Identify the team member who will be primarily responsible for managing the contractual relationship with the Town.
- Provide resumes for all team members.

### 3. Firm Experience

- Provide highlights of the firm’s experience working with:
  - historic preservation projects;
  - renovation of older buildings;
  - municipal clients, town hall buildings, and any relevant experience working in the Town of Topsfield; and
  - CM at Risk.
- Present a detailed discussion of a maximum of three projects that involve one or more of the above noted project types (historic preservation, renovation, municipal offices, CM at Risk). Key members of the assigned team must have experience in these projects. Each project description shall be limited to one page and shall describe the scope of the effort, challenges encountered, and the methodology used.

## **Selection Process Timetable**

- **June 22, 2016** – Advertisement published in Central Register
- **June 29, 2016** – Site visit and walkthrough at **10:00 AM**
- **July 8, 2016** – Proposals due at Topsfield Town Hall by **10:00 AM**
- **Week of July 18** – Interviews, if the Town determines they are necessary
- **July 22, 2016** – Award of OPM contract

## **Evaluation of Proposals**

Key factors that may be used in the evaluation of each proposal will include, but will not be limited to, demonstration of the following:

- **Proposal** – Content and organization of proposal consistent with the requirements outlined in the RFP.
- **Approach** – Understanding of the project, technical issues, schedule, and methodology, especially with respect to renovation of older buildings with historic preservation issues.
- **Project Management** – Ability to manage budgets, schedules, and multidisciplinary teams for demanding owners.
- **Personnel** – Ability to commit capable personnel to the project who have relevant project experience.
- **Experience** – Overall experience and capability of the firm in working with historic preservation projects, adaptive reuse projects, municipal clients, and municipal office facilities.
- **CM at Risk** – Demonstrated understanding of and commitment to the CM at Risk process as defined in M.G.L. c. 149A.
- **Commitment** – Willingness to work with Owner, and multiple stakeholders, in providing high-quality service.

The Town will check such references as may be appropriate. Should the Town Hall Building Committee determine that interviews will be required, no fewer than three of the highest ranked proposers will be identified as finalists and invited to participate, provided at least three proposers meet the minimum qualifications. The Town Hall Building Committee will make a recommendation to the Town Administrator for award of the Contract.

## General Requirements For Consultants

The following General Requirements for the Performance of a Service for the Town are a part, item by item, of the contract:

1. Insurance

- a. **Indemnity Clause:** The successful proposer shall indemnify and hold harmless the Town from all claims, legal or equitable, including court costs and reasonable attorney's fees, arising out of the proposer's operations.
- b. **Workers' Compensation Insurance:** As required by the Massachusetts General Laws, the proposer shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all his employees employed in the course of performing services under this contract awarded pursuant to these specifications. Copies of all insurance certificates required under this section shall be provided by the proposer to the Town prior to the commencement of work on such a contract awarded pursuant to these specifications.
- c. **Miscellaneous Insurance:** The proposer shall carry and maintain, until completion of the services to be provided pursuant to the contract, insurance as specified below and in such form as shall protect his performing work covered by this contract, and the Town of Topsfield and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, medical malpractice and for property damage, which may arise from operation under this contract. The proposer covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with, operations under this contract. Except as otherwise stated, the amounts of insurance shall be for each policy not less than:
  1. A comprehensive General Liability insurance policy of at least One Million Dollars (\$1,000,000) Bodily Injury and Property Damage Liability per occurrence, with a Two Million Dollar (\$2,000,000) Annual Aggregate Limit;
  2. Automobile Liability of at least One Million Dollars (\$1,000,000) combined single limit;
  3. The aggregate limit of General Liability coverage required above may be provided under an Umbrella Liability policy.
  4. If applicable, Professional Liability for Errors and Omissions, or Negligent Acts in the amount of One Hundred Thousand Dollars (\$100,000).
- d. All policies shall be so written that the Board of Selectmen will be notified of cancellation or of a restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. **The Town of Topsfield shall be named as an additional insured on all coverages except Workers' Compensation.** A certificate from the proposer's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Board of Selectmen before operations are begun. Such certificate shall not merely name the types of policy provided, but shall specifically refer to these specifications and shall state that such insurance is as required by these specifications.



**e. CERTIFICATES OF INSURANCE MUST BE SUBMITTED TO THE BOARD OF SELECTMEN BEFORE A CONTRACT IS SIGNED. THE CERTIFICATES OF INSURANCE MUST INCLUDE ALL COVERAGE AS STATED ABOVE.**

2. If the Consultant shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse, or should fail, except in cases for which extension of time is provided, to supply enough properly trained staff or proper materials or equipment, or if he should fail to make prompt payments to sub-consultants, or for material or labor or persistently disregard laws, ordinances or the instructions of the Board of Selectmen or otherwise be guilty of a substantial violation of any provision of the contract, then the Town without prejudice to any other right or remedy and after giving the Consultant seven days' notice may terminate the employment of the Consultant.
3. The Consultant shall not assign the contract or any part thereof, or sublet it or any part thereof not named in the proposal or assign any moneys due or to become due to him thereunder without previous written consent of the Town.
4. The contract will be awarded only to a responsible proposer who is capable of performing and experienced at the type of work entailed. Only reputable established companies will be accepted as responsible proposers. The selected proposer will be required to show proof that he has sufficient capacity with a sufficient number of qualified, licensed and experienced employees to properly and efficiently provide the services. He shall also furnish proof of his financial ability to start, operate and complete the work.
5. The Consultant shall indemnify and save harmless the Town of Topsfield and all of its officers, agents and employees against all suites, claims or liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of or in consequence of the acts of the Consultant in the performance of the work covered by the contract and for failure to comply with the terms and conditions of said contract, whether by himself or his employees or sub-consultants.
6. No official of the Town of Topsfield or its agents or employees shall be held personally responsible for any liability arising under the contract.
7. The Consultant is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Consultant to comply with any such law, rule or regulation shall constitute grounds for the Town to terminate the Agreement.
8. The Town, without invalidating the contract, reserves the right to negotiate changes in the scope of services, and any adjustment to compensation resulting therefrom during the term of the contract.

# INSTRUCTIONS TO PROPOSERS

These Instructions to Proposers ("Instructions") are intended to assist proposers in the preparation of their proposals, to call attention to various requirements and to set forth conditions upon which proposals are submitted and received. Whenever these Instructions or any other applicable documents set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not purport to be complete or correct as summaries, and shall in no respect supersede, expand or limit rights or duties of the Town or proposers in matters governed by statute.

## 1.1 AVAILABILITY OF CONTRACT DOCUMENTS

- 1.1.1 Each person requesting the Request for Proposals shall proceed as directed in the Request for Proposals.
- 1.1.2 In making copies of the Request for Proposals available, the Town does so only for the purpose of obtaining proposals, and does not expressly or impliedly confer a license or permission of any kind to any person for any other use thereof.

## 1.2 EXAMINATION OF CONTRACT DOCUMENTS

- 1.2.1 Before submitting a proposal, each proposer must: (a) thoroughly examine the Request for Proposals, (b) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Contract, and (c) study and carefully correlate its observations with the requirements of the Request for Proposals. Failure of a proposer to become acquainted with the Request for Proposals shall in no way relieve the proposer from any obligation with respect to its proposal.

## 1.3 ADDENDA

- 1.3.1 Corrections, modifications, additions, deletions or changes to any of the Request for Proposals will be issued in the form of written Addenda before the date fixed for opening of proposals. Addenda will be mailed to all parties who, according to the Town's records, have obtained or requested the Request for Proposals and have furnished to the Town an address for such purposes. Only Addenda so issued shall become part of the Request for Proposals.
- 1.3.2 Each proposer shall be responsible for determining that it has received all Addenda issued. Failure to acknowledge all Addenda in this Request for Proposal, shall be cause for rejection of any proposal if, in the sole discretion of the Town, such unacknowledged Addenda contain matters of substance.
- 1.3.3 Any questions, requests for information, clarification or interpretation of the meaning of the Request for Proposals must be submitted to Donna Rich via email at [drich@topsfield-ma.gov](mailto:drich@topsfield-ma.gov), and to be given consideration must be received no later than 12:00noon on July 5, 2015.
- 1.3.4 The Town may, at its option, respond to any such question or request in the form of written "Questions and Answers". Such response shall represent the Town's interpretation of the matter questioned or requested, but shall not become part of the Request for Proposals. Any modification to the Contract Documents arising out of any question or request shall only be made by a written Addendum. In the event of a conflict between the Request for Proposals and the written Questions and Answers, the Request for Proposals shall prevail. In no event shall oral modifications to the Request for Proposals or oral responses to questions or requests for information be deemed binding on the Town or given any force or effect.

## **1.4 QUALIFICATIONS OF PROPOSERS**

- 1.4.1 The Town may make such investigations as it deems necessary to determine the qualifications of any proposer and its ability to perform the Services, and all proposers shall promptly furnish to the Town all such evidence and information for this purpose as the Town may request.
- 1.4.2 Without limitation, the investigation of a proposer may seek to determine whether the proposer is authorized to do business in the Commonwealth of Massachusetts, has had sufficient relevant previous experience, and has financial resources adequate to assure performance of services. The amount of other work to which the proposer is committed may also be considered. In evaluating proposals, the Town will consider the qualifications of only those proposers whose proposals are otherwise in compliance with the prescribed requirements.
- 1.4.3 The Town reserves the right to reject any proposal if the evidence submitted by, or the investigation of, the proposer fails to satisfy the Town that such proposer is properly qualified and competent to carry out the obligations of the Request for Proposals and to complete the Services in accordance therewith.
- 1.4.4 The Contract shall not be awarded to any proposer whose submitted background information, when investigated and verified by the Town, raises significant questions as to its ability to successfully complete the Services.

## **1.5 SALES TAX**

- 1.5.1 Section 6(f) of Chapter 64H of the Massachusetts General Laws exempts from Massachusetts sales tax materials, equipment and supplies to be used in the performance of these Services and proposers shall not include in their proposals any amount therefore. The number of the certificate granted by the Commissioner of Revenue for use in obtaining the exemption will be provided to the successful proposer.

## **1.6 PREPARATION AND RECEIPT OF PROPOSALS**

- 1.6.1 All proposers are cautioned to allow ample time for transmittal of proposals. Proposers are solely responsible for delivery to and receipt of proposals by the Town at the address for receipt of proposals specified in the Request for Proposals. Proposals received at the Procurement Office after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed proposals, regardless of postmark.
- 1.6.2 Any proposal may be withdrawn by the proposer or its duly authorized representative by written notice received by the Town at the address for receipt of proposals specified in the Request for Proposal prior to the time scheduled for the opening of such proposals or authorized postponement thereof. No proposal may be withdrawn for sixty (60) business days after the opening of proposals. No telephone or telegraphic proposal; change in proposal or withdrawal of proposal will be received or recognized. A proposal may be amended or modified only by withdrawing the proposal and resubmitting another proposal prior to the time set for opening proposals.
- 1.6.3 Proposals will be received, and opened at the address for receipt of proposals specified in the Request for Proposals.
- 1.6.4 Price Proposals must be submitted on a signed Proposal Form for Renovation, Historic Preservation & Expansion of Topsfield Town Hall furnished by the Town and included in this Request for Proposals. In the event of a discrepancy between price written in words and price written in figures, the written words shall govern. Mathematical errors will be considered errors of form only. The proposal shall state the legal name of the proposer and shall be signed in ink by a person or persons legally authorized to bind the proposer to a contract. The name and title of the person or persons signing the bid shall be typed or printed below the signature(s),

accompanied by a Certification of Signature. If the successful proposer is a joint venture, it must submit a copy of the joint venture agreement within five days of being informed of being selected. In all cases, the Town reserves the right, but not the duty, to seek clarification from a proposer of any terms of its response to this RFP.

- 1.6.5 As part of its proposal submittal, each proposer must certify that it has complied with any and all state and local tax laws designated in the Proposal Form for the Renovation, Historic Preservation & Expansion of Topsfield Town Hall. Consultant's failure to certify compliance with said laws will be cause for the Town not to enter into a contract. The Town further reserves the right to investigate, at any time prior to the Town's execution of the Contract or during the term of the Contract, any information indicating that the Consultant has not complied with said laws. If the Town determines that the Consultant has not complied with said laws, it shall decline to enter into the Contract and may decline to extend the Contract.

## **1.7 REJECTION OF PROPOSALS**

- 1.7.1 The Town reserves the right to waive any informality in and/or to reject any and all proposals and to award a contract without further solicitation if it is in the public interest to do so. In the event of any doubt or difference of opinions as to the items to be furnished herein, the decision of the Town shall be final and binding on both parties. All agreements and changes shall be in writing.
- 1.7.2 The Town may consider informal and may reject any proposal which is not prepared and submitted in accordance with all requirements of the Request for Proposals, or which contains erasures, alterations, additions, errors or irregularities of any kind, or which is on a form not completely filled in, or which is incomplete or conditional, or which contains proposed prices for any class or item of Services which are, in the judgment of the Town, substantially less or more than the actual cost to complete the Services; provided, however, that the Town reserves the right to waive any and all informalities as to form. Matters as to substance shall not be waived.

## **1.8 EVALUATION**

- 1.8.1 The Town has the right to reject any proposal that does not meet the minimum criteria set forth above in the Section titled "Evaluation of Proposals."

## **1.10 AWARD**

The procurement of services for contracts with architects, engineers and related professionals is specifically exempt from the statutory procurement requirements. Therefore, this Request for Proposals is not subject to the provisions of M.G.L. Chapter 30B and shall not be governed by the requirements contained therein. Notwithstanding the provisions of this Request for Proposals, the Town reserves the right to negotiate with bidder(s) with respect to the scope of services request and the price therefor, and further reserves the right to reject any or all proposals as deemed in the best interest of the Town.

Only a proposer who complies with the conditions and requirements provided in this Request for Proposals and who possesses the skill, knowledge and integrity necessary for the faithful performance of the Services will be considered for award of the contract.

Award subject to appropriation shall be made within sixty (60) days after the opening of proposals and the proposer agrees that, notwithstanding any provision hereof to the contrary, it will not withdraw its proposal during that time period.

The successful proposer will be notified in writing, by mail or otherwise, that its proposal has been accepted and that it has been awarded the Contract. As stated above, the Town reserves the right to negotiate the price or other terms of service with the selected proposer. The successful proposer shall furnish:

- certificates evidencing required insurance coverage, and
- any other documents required by the Request for Proposals, within five (5) business days after Notice of Award. Failure to furnish said documents within the required time period may result in award of the contract to another proposer.





**PRICE PROPOSAL FORM**  
**Request for Proposals for Owner's Project Management Services**  
**for the Renovation, Historic Preservation & Expansion of Topsfield Town Hall**  
**BETWEEN THE TOWN OF TOPSFIELD**  
**AND \_\_\_\_\_**

In consideration of the mutual covenants herein contained, the Consultant agrees to furnish all labor, materials, equipment and insurance necessary to perform all of the services required for OPM services, (the "Contract"), in a good and workmanlike manner and in strict accordance with this Request for Proposals plus any addenda that may have been issued, each of which is incorporated by reference and made a part hereof, for the Proposed Contract Price indicated below and for a Contract Time beginning approximately July 26, 2015. Addenda will apply only if issued.

A. If addenda are issued, please note addenda numbers: \_\_\_\_\_.

B. The Contract Price for Owner's Project Management Services for the Renovation, Historic Preservation & Expansion of Topsfield Town Hall is:

\_\_\_\_\_ (\$ \_\_\_\_\_)  
(In Words) (Dollar Amount)

C. The Consultant agrees to commence services on or about July 26, 2015 unless otherwise agreed to by the Town.

D. The Consultant agrees that, if it is selected as Consultant, it will, within five (5) business days after Notice of Award by the Town, furnish an insurance certificate evidencing the coverages required by the Town of Topsfield in the contract document and General Requirements.

E. The Consultant certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other natural person, joint venture, partnership, corporation, or other business or legal entity.

F. The Consultant certifies it shall comply with the General Requirements regarding Non-discrimination and Affirmative Action.

G. The Consultant hereby certifies, under the penalties of perjury, that to the best of its knowledge and belief, the Consultant has complied with any and all applicable state and local tax laws related to the taxes included in the following: G.L. c. 59 - Assessment of Local Taxes; and G.L. c. 62C, §2.

H. Consultant SS or FIN Number: \_\_\_\_\_.

- I. Certificate of Signature on the next page shall be completed and included with this proposal form.
- J. The Consultant hereby certifies that the proposal as submitted is complete.

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

**Company Name:** \_\_\_\_\_

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

\_\_\_\_\_  
(Print Name)

**Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_



### **CERTIFICATE OF SIGNATURE**

(This must be returned with your Proposal)

The undersigned, the

\_\_\_\_\_ of  
Title

\_\_\_\_\_, a  
Company Name

Massachusetts corporation (the "Company"), does hereby certify on behalf of the Company that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of the Company; can exercise such power and perform such duties as usually accompany such office; and implicit in such power is the authority to submit a bid to the Town of Topsfield, Massachusetts (the "Town") and to execute a contract with the Town should such bid be awarded to the Company.

IN WITNESS WHEREOF, the undersigned affirms under the penalties of perjury and hereunto sets his/her hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_