

REQUEST FOR PROPOSALS (RFP) #22-03
FOR CONSTRUCTION MANAGEMENT
SERVICES

December 08, 2021

Part 1 of 2

Proposal Requirements and Procedures
Owner – Construction Manager @ Risk
General Conditions of the Contract
General Requirements

Somerville Public Safety Building
Somerville, MA.

RFP Informational Meeting/Zoom: December 16, 2021 at 1:00PM
Deadline for receipt of questions: January 04, 2022 at 12:00PM
Proposal Deadline: January 12, 2022 at 12:00PM

City of Somerville, MA
Procurement & Contracting Services Department
93 Highland Avenue
Somerville, MA 02143

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All RFP forms and project documents can be downloaded from the following locations:

- CITY OF SOMERVILLE’s Procurement & Contracting Services Website at: <https://www.somervillema.gov/procurement>.
- Via the City of Somerville BidExpress page at: <https://www.bidexpress.com/businesses/33100/home>

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PROPOSAL REQUIREMENTS AND PROCEDURES

SECTION ONE NOTICE TO CONSTRUCTION MANAGERS

1.1 GENERAL

Pursuant to M.G.L. c. 149A the Commonwealth of Massachusetts, City of Somerville (hereinafter, "CITY OF SOMERVILLE", "OWNER") requests proposals for **Construction Management at Risk Services for the Public Safety Building Project**. Firms which have submitted statements of Qualification in response to the Request for Qualifications ("RFQ") issued by the CITY OF SOMERVILLE and have been selected as qualified, may submit proposals for services to be performed on the site, located in Somerville, Massachusetts. The CITY OF SOMERVILLE intends to award a Construction Manager at Risk with a Guaranteed Maximum Price contract for the above referenced project.

The City of Somerville has selected Colliers Project Leaders as the Owner's Project Manager to assist in the development of a new, modern public safety building. This project will create a state-of-the-art 70,000 SF Police and Fire Headquarters, relocate Engine 3, and create a multi-story fleet vehicle parking garage.

The City selected this site after extensive study as detailed in the Programming and Site Evaluation Report. The site is large enough to accommodate more uses than just the Public Safety Building. Recognizing this opportunity to begin the transformation of this neighborhood as identified in SomerVision, the City is committed to subdividing the site. At this time, Parcels A and C will be discussed as part of a community planning effort and subsequent RFP process led by the Economic Development Division. This project also presents an opportunity to produce significant traffic improvements by realigning a portion of the adjacent New Washington Street to run through the site and create a more efficient four-way intersection at Washington Street and Franklin Street. The CM at Risk will provide input on the coordination of the logistical complexities associated with this project that will include hazardous soils removal and maintaining traffic flow in the surrounding area while executing the civil component of the project with minimal disruption to the City's residents.

This project presents an opportunity to satisfy the need for a public safety building and realigned roadway which will seed the neighborhood for future civic, residential, and/or commercial space on the remaining parcels. The public safety building will be an asset to the Inner Belt neighborhood for the years to come.

Colliers has developed the overall schedule and budget reporting process with input from the City and Context Architects. The project will be subject to the minimum wage rates set under the Massachusetts Prevailing Wage Laws.

A site visit will not be conducted during the RFP phase. Drawings and other documents

will be available to respondents during the RFP phase. The RFP informational meeting is scheduled for December 16, 2021 at 1:00PM

Meeting Link:

<https://colliers.zoom.us/j/95431913979?pwd=QSt1UTlZn2dMOXpsUGp1Y2drZklyZz09>

Copies of the RFP are available on the City's website at:

<https://www.somervillema.gov/procurement>

The City of Somerville has agreed to seek the use of CM@Risk delivery method for this project. The successful completion of the project will involve multiple phases to address its various components. The known phases anticipated at this time are a) Early Site Enabling / Road Realignment Package b) Construct Public Safety Facility. The City's intention is to minimize disruption to its residents and the logistical parameters of the site during the construction process.

Furthermore, the project will include remediation of the existing site and changing the surrounding road layout to create a more efficient four-way traffic intersection. The construction of the new Public Safety Facility will include the building itself, in addition to a ground source heat pump well field, structured parking, roadway, sidewalks and landscaping. The project site is bordered by residential apartments and public streets. The CM@Risk would provide input on the coordination of the logistical complexities associated with maintaining traffic flow in the surrounding area while executing the civil component of this project.

Furthermore, the City will seek input from the CM for the most cost-effective delivery approach for each piece of the project. The ability of the CM to efficiently sequence and complete each phase with maximum cost savings will be paramount to the selection of the CM firm.

Qualified firms are hereby asked to prepare a Proposal consisting of two parts, the Non-Price Submission, and the Price Submission.

The term "Offeror" is defined to mean a qualified entity submitting a Proposal for the work of this Contract, and is synonymous with the term "Contractor" and "Construction Manager" ("CM") as used in the Technical Specifications.

The term "guaranteed maximum price", or "GMP", is the agreed total dollar amount for the construction management at risk services, including the cost of the work, the general conditions and the fees charged by the construction management at risk firm; also known as the Contract Price. See Article 6 of the Owner-Contractor Agreement form contained in this RFP for more detail on the GMP.

This RFP contains all of the information and requirements for the project needed by prospective Offerors for the submission of their complete Proposals and the evaluation thereof. Utilizing the format prescribed within, Offerors are to provide the requested information and demonstrate their specific qualifications. Proposals shall be as complete and accurate as possible and present data relative to the specific project under consideration. Offerors shall make every effort to present information clearly and concisely in accordance with the formats described herein.

1.1.1 CERTIFICATION OF COMPLIANCE WITH WORKFORCE LEGAL REQUIREMENTS

The selected Offeror must provide written verification as detailed in the General Conditions at Article X, of compliance with the following workforce legal requirements for any and all employees to be employed in the Project who are required to be listed in the certified payroll reports for the Project: 1) Federal Department of Homeland Security Requirements in hiring such employees including, but not limited, to the faithful completion of the Federal Department of Homeland Security Form I-9 process by Company; 2) proper classification of individuals employed on the project; 3) all laws concerning workers' compensation insurance coverage, unemployment insurance, social security taxes, and income taxes; and 4) all laws concerning hospitalization and medical benefits that meet the minimum requirements of the connector board established in Chapter 176Q of the General Laws.

1.1.2 EXCAVATION & TRENCH SAFETY

On December 4, 2002, the Legislature enacted legislation relative to excavation and trench safety, M.G.L. c. 82A. The legislation authorized the Departments of Public Safety (DPS) and Occupational Safety (DOS) to promulgate regulations, 520 CMR 14.00. The purpose of the legislation and regulations (collectively referred to as the "Trench Safety Law") is to provide protections to the general public from hazards inherent in unattended trenches. The law does not apply to worker safety nor does it supersede Dig Safe Laws. The Trench Safety Law requires excavators to obtain a permit; requires excavators to provide protections when trenches are unattended; and deters violations by authorizing the collection of fines.

This Project is subject to the Trench Safety Law and the successful Offeror will be required to meet all aspects of the law. A copy of a Trench Application and Permit form is included in Exhibit B of the Owner-Construction Manager Agreement.

1.2 REQUEST FOR PROPOSAL DOCUMENTS

The proposal document packages will be made available to prequalified firms at the following locations:

- The CITY OF SOMERVILLE's Procurement & Contracting Services Website at: <https://www.somervillema.gov/procurement>
- Via the City of Somerville BidExpress page at: <https://www.bidexpress.com/businesses/33100/home>

Messenger and other types of pick-up and delivery services are the agents of the Offeror and the CITY OF SOMERVILLE assumes no responsibility for delivery or receipt of the documents.

1.3 CONTRACTUAL STATUS OF RFP AND PROPOSALS

The CITY OF SOMERVILLE assumes no responsibility for costs incurred in the preparation of a Proposal or related activities of any Offeror. The CITY OF

SOMERVILLE reserves the right to amend or withdraw the RFP at any time in its sole discretion before the execution of the contract. In such event, the CITY OF SOMERVILLE shall not be liable to any Offeror for the costs incurred by it as a result of the amendment or withdrawal of the RFP. The RFP, including the documents incorporated in the RFP, have been prepared to solicit Proposals, and are not contract offers. The only document that will be binding on the CITY OF SOMERVILLE is the contract duly executed by the CITY OF SOMERVILLE and the Construction Manager selected pursuant to the selection process.

1.4 COMMUNICATIONS

A. All correspondence and documents should reference the Project Name and Number for this Project.

B. Construction Manager Contact Person

The CITY OF SOMERVILLE will address all communications relating to the RFP and selection process to the contact person. Offerors must provide the CITY OF SOMERVILLE with the following information:

Anthony J DiLuzio, Project Manager
Colliers Project Leaders
67 Hunt St
Agawam MA
(774) 262-2770
Anthony.diluzio@collierseng.com

1.5 COMPLIANCE WITH RFP

Offerors must fully comply with the Proposal Requirements described below in order for the CITY OF SOMERVILLE to properly evaluate each Proposal. The CITY OF SOMERVILLE reserves the right to reject any Proposal not in compliance with the RFP.

1.6 EXAMINATION OF DOCUMENTS

Before submitting a Proposal, each Offeror must thoroughly examine the RFP, including the form of contract and all other attachments, and familiarize itself with the site and with local conditions and with federal, state, and local laws, ordinances, rules and regulations and any other circumstances or conditions that may in any manner affect cost or performance of the contract. Failure of an Offeror to acquaint itself with the RFP or to review the documents contained in or referred to in the RFP, shall in no way relieve Offeror from any obligation with respect to its Proposal. Each Offeror shall promptly notify the CITY OF SOMERVILLE of any ambiguity, inconsistency, or error it may discover upon examination of the RFP or any Project information. The submission of a Proposal shall constitute a representation by the Offeror a) that the RFP is sufficient in scope and detail to describe the services to be provided and the terms and conditions of their provision, and b) that the Offeror understands and has complied with every requirement of the RFP.

1.7 RFP INFORMATIONAL MEETING

An RFP Informational Meeting will be held on December 16, 2021 at 1:00PM via Zoom as indicated on the title page of the RFP. The Offeror's Project Manager and Project Executive are strongly urged to attend the RFP informational meeting. Failure of an Offeror to attend the RFP informational meeting shall in no way relieve the Offeror from any of its obligations with respect to the form or content of its Proposal.

1.8 ADDENDUM PROCEDURES

The CITY OF SOMERVILLE reserves the right to amend the RFP at any time. Any amendments to the RFP shall be issued through written addenda. the CITY OF SOMERVILLE will provide copies of each addendum to all Offerors who received the RFP. Each addendum will be posted to the City Procurement & Contracting Services website. All addenda so issued shall become part of the RFP.

Each Offeror shall be responsible for determining that it has received all addenda posted, and failure of any Offeror to receive any addendum shall not relieve such Offeror from any obligation imposed by such addendum. Each Offeror shall be required to acknowledge receipt of all addenda on the RFP Submission Form attached to this RFP.

1.9 PROHIBITION ON COMMUNICATION AND REQUESTS FOR INTERPRETATION OF DOCUMENTS

Unauthorized communications or contact between CM firms, their employees, agents or other related entities interested in submitting Proposals and the CITY OF SOMERVILLE, the project designer or program manager, or any other person or entity participating on the Prequalification Committee or Selection Committee with regard to this project are strictly prohibited. The only authorized communications shall be 1) inquiries to the CITY OF SOMERVILLE's Bid Room for general information about obtaining the RFP, RFP submission deadlines, and the existence of any relevant addenda to the RFP; 2) inquiries made at the official RFP Informational Meeting held by the CITY OF SOMERVILLE. The RFP Informational Meeting will be held at the date and time set above.; and 3) written submissions of questions submitted by the date set for such inquiries.

Any issues brought to the CITY OF SOMERVILLE's attention at the RFP Informational Meeting which the CITY OF SOMERVILLE determines require additional clarification or received within the time set for such written questions will be addressed by issuing a written addendum. Oral and other clarifications will be without legal effect. From the date of issuance of the RFQ and RFP for this Project, any Offeror that contacts directly or indirectly any member or employee of the CITY OF SOMERVILLE, or the owner's designer or program manager, or any member of the selection team in connection with the selection process or the contract contemplated herein for this project is subject to disqualification. Contact is permitted for the purpose of obtaining a copy of this RFP, to contact the CITY OF SOMERVILLE Contractor Certification Office, the CITY OF SOMERVILLE Bid Room or to submit a verbal or written question or request for clarification at the RFP Informational Meeting or within the time set as prescribed above in this section.

All questions and requests for clarification or interpretation of the meaning of the RFP, and any other correspondence concerning the RFP, shall be submitted in writing by email addressed to the CITY OF SOMERVILLE’s Contact Person. To be given consideration, such questions, requests, or correspondence shall be received by the CITY OF SOMERVILLE by the deadline for receiving questions stated on the Title Page of the RFP. Clarifications or interpretations and any supplemental instructions or forms, if issued, shall be issued as written addenda prior to the date for opening of Proposals. Oral clarifications, interpretations, instructions, or other communications, including but not limited to statements made at the briefing session, will not be binding on the CITY OF SOMERVILLE in any way. The CITY OF SOMERVILLE will not be responsible for, and an Offeror may not rely upon or use as the basis of a claim against The CITY OF SOMERVILLE or a consultant of The CITY OF SOMERVILLE, any information, explanation or interpretation of the RFP rendered in any manner other than as provided in Paragraphs 1.8 and Paragraph 1.9.

1.10 PROPOSAL SUBMISSION

- A. The RFP requires the submission of separate price and technical components as part of the proposal submitted in response to the RFP. Proposals must be submitted in form and substance as required by the RFP (see table with details below) and no later than the date and time shown on the title page of the RFP or a later date and time established by addendum duly issued by the CITY OF SOMERVILLE (in either case, the “Proposal Deadline”).
- B. It is the sole responsibility of the Offeror to ensure that the Application arrives on time at the designated place. All bids will be time stamped and late Applications will not be considered and will be rejected and returned.
- C. An authorized person must sign both the Technical (Non-Price) Proposal Response Form and the Price Proposal Response Form in ink or digitally using an authenticated electronic signature to bind the Offeror.
- D. Any and all addenda must be acknowledged on the Request for Proposal Response Form.

All Responses Using Options 1 or 2 Must be Sealed and Delivered to:
Procurement & Contracting Services (PCS) Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<u>Methods of Application Submission:</u> Applicants may submit bids in any of the following ways. All bids will be time-stamped and must be received no later than the bid deadline date and time. 1. Deposit your sealed application package in the black drop box located by the School Street entrance to City Hall, located near the corner of School Street and 93 Highland Avenue.

2. Sealed applications can be sent to City Hall through the US Postal Service or other delivery service (e.g., FedEx, UPS).
3. Applicants planning to submit digital copies of the application must ensure all documents are properly formatted to readily print on an 8.5"x11" sheet.
4. Submit sealed application via BidExpress.com, which is an online bidding platform. The fee to use this service is approximately \$35.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at: <https://www.bidexpress.com/businesses/33100/home>

A user guide for BidExpress is attached for your reference.

For any technical assistance while submitting the online application, please contact the BidExpress Customer support team at www.bidexpress.com

It is the sole responsibility of the Offeror to ensure that the Application arrives on time at the designated place. Late Applications will not be considered and will be rejected and returned.

Application Format (if not using BidExpress for online submission):

Submit one (1) sealed qualifications package; it must be marked with the solicitation title and number and must be original. The package shall contain one printed original of the qualifications and all required forms and one flash drive with the full submission package (including all required forms) in digital form.

In an effort to reduce waste, **please do not use 3-ring binders.**

Responses must be sealed and marked with the solicitation title and number.

All Applications must include all forms listed in the Proposers' Checklist (and all documents included or referenced in **Sections 2.0 - 3.0**). **If all required documents are not present, the Application may be deemed non-responsive and may result in disqualification of the Application unless the City determines that such failure(s) constitute(s) a minor informality, as defined and referenced in Massachusetts General Laws.**

A complete Application must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the Application is firm for ninety (90) days. **An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.**

The Offeror's authorized official(s) must sign all required Application forms.

All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.

The successful Offeror must be an Equal Opportunity Employer.

The City of Somerville values a diverse workforce and believes it contributes to a work product that best reflects the community in our city. This project has goals for utilization of minority- and women-owned businesses and workforce participation, and participation of any disadvantaged businesses is strongly encouraged. Applicants are highly encouraged to include any certifications and documents that recognize the diversity of the Offeror's work force, including ownership of the

offering firm/organization, executive leadership, management, and employees proposed for the work in Somerville, including diversity of sub-consultants. **Please use the supplier diversity form (see Section 3.0) with supporting documentation to share your diversity data with the City.**

1.11 PROPOSAL FORMAT

Offerors are referred to the sections regarding Evaluation Criteria for specific guidelines for the preparation and submission of their proposal. Please note that no exceptions to the RFP requirements or any special stipulations attached to the Offeror's proposal will be accepted.

1.12 MODIFICATION OR WITHDRAWAL OF PROPOSALS

- A. If an Offeror has submitted its Proposal prior to the Proposal Deadline, it may, until the Proposal Deadline, submit an amendment to its Proposal. The amendment must be in writing and submitted in the same manner as the Proposal.
- B. An Offeror may withdraw its Proposal by submitting written notice via email to CITY OF SOMERVILLE's Contact Person at any time prior to the Proposal Deadline.
- C. After the Proposal Deadline an Offeror may not change the price or any provisions of the proposal in a manner prejudicial to the interest of the CITY OF SOMERVILLE or fair competition.
- D. CITY OF SOMERVILLE may waive minor informalities or allow an Offeror to correct them. If a mistake in the intended offer and in the correct offer are clearly evident on the face of the proposal, the CITY OF SOMERVILLE shall correct the mistake to reflect the intended correct offer and so notify the Offeror in writing, and the Offeror may not withdraw the offer. The CITY OF SOMERVILLE may permit an Offeror to withdraw an offer if a mistake is clearly evident on the face of the proposal but the intended correct offer is not similarly evident.
- E. No Proposal may be withdrawn for Ninety (90) calendar days following the Proposal Deadline.

1.13 REJECTION OF PROPOSALS

The CITY OF SOMERVILLE reserves the right to reject any or all Proposals if it determines that such action is in the best interest of the City. Any Proposal which is incomplete, conditional, or difficult to understand may be considered invalid, and the CITY OF SOMERVILLE may reject such Proposal. In addition, the CITY OF SOMERVILLE may consider any Proposal which is not prepared and submitted in accordance with all requirements of the RFP, or which contains alterations, contingencies or additions not called for, or errors or irregularities of any kind as informal and may reject such Proposal; provided, however, that the CITY OF SOMERVILLE reserves the right to waive any and all informalities or minor

irregularities. If the RFP or any applicable law requires submission of certain information or additional documentation, and any Offeror neglects to furnish such information or documentation with its Proposal, the CITY OF SOMERVILLE may reject the Proposal of such Offeror as incomplete; provided, however, the CITY OF SOMERVILLE reserves the right to deem any such omission as an informality for which such Proposal will not be rejected, and to subsequently receive such information or documentation prior to award of the contract.

1.14 OPENING OF PROPOSALS

The CITY OF SOMERVILLE will open the Proposals on or after the Proposal Deadline but will not read them publicly. A register of those firms submitting timely Proposals will be maintained and will be open to public inspection.

1.15 EVALUATION PROCESS

The CITY OF SOMERVILLE will appoint a Selection Committee that will be responsible for the evaluation of the proposals submitted in response to the RFP. The Committee will be comprised of one representative of the designer, the CITY OF SOMERVILLE project manager, and at least two other representatives of the CITY OF SOMERVILLE. The Committee will evaluate and rank the proposals based on the criteria described in Section 5. Price proposals will be submitted separately from the technical proposals in a separately sealed envelope and at the same time as the technical proposals. The Committee will first review and evaluate the technical proposals based on the criteria above mentioned. For each technical proposal the Committee will specify in writing on each evaluation criterion a rating of highly advantageous, advantageous, not advantageous, or such additional rating as the Committee finds reasonable. The Committee will then specify in writing a composite rating for each proposal and the reasons for such composite rating and rank the proposals accordingly. The Committee will then open and review the price proposals and re-rank the proposals if necessary after taking into consideration price as well as the criteria set forth for the technical component of the proposal. If the Committee elects to conduct an interview with a construction management firm who submits a proposal, then the CITY OF SOMERVILLE will conduct interviews with each construction management firm that submits a proposal. The decision of the Selection Committee will be final and not subject to appeal except on grounds of fraud or collusion. The failure of the CITY OF SOMERVILLE to reject an Offeror that does not meet the minimum requirements or whose Proposal is otherwise nonresponsive or unacceptable prior to opening of the Price Proposal Forms shall not preclude CITY OF SOMERVILLE from subsequently rejecting such Proposal.

1.16 POST INTERVIEW ACTION BY CITY OF SOMERVILLE

Following all of the interview's the CITY OF SOMERVILLE may, but shall not be required to, consider modifications to the Contract, or any other aspect of the Project. Any modifications determined appropriate by the CITY OF SOMERVILLE will be issued to all of the Offerors selected for interviews by addendum. The CITY OF SOMERVILLE, in response to such addendum or otherwise, may, but shall not be required to, permit the Offerors selected for interviews to submit a revised Proposal.

Following the submission of revised Proposals, if any, the CITY OF SOMERVILLE shall complete the evaluation process using the criteria set forth in Section 5. The CITY OF SOMERVILLE may at any time between the holding of interviews and the submission of revised Proposals, or if none are requested at the completion of the evaluation process, reject the Proposal of any Offeror invited to an interview and that Proposal shall no longer be considered by the CITY OF SOMERVILLE.

1.17 NEGOTIATING AND AWARD

The CITY OF SOMERVILLE will commence non-fee negotiations with the highest ranked CM firm. If the CITY OF SOMERVILLE determines that negotiations with the highest ranked firm will not result in a contract acceptable to the CITY OF SOMERVILLE, CITY OF SOMERVILLE will terminate negotiations with the highest ranked CM firm and will commence negotiations with the next highest ranked CM firm. The process will continue until the CITY OF SOMERVILLE has reached an acceptable contract with one of the prequalified CM firms. In the alternative, the CITY OF SOMERVILLE may proceed under M.G.L. c.149. The list and ranking of proposed CM firms will be certified by the CITY OF SOMERVILLE and made available as a public record after the contract award.

1.18 DEBRIEFING

All Offerors may request a debriefing after the award of the contract has been made. The purpose of the debriefing is to review an Offeror's proposal with reference to the evaluation criteria. Competing Offerors' proposals will not be discussed. A request for a debriefing should be addressed, in writing, to the Contact Person at the CITY OF SOMERVILLE.

1.19 MBE AND WBE PARTICIPATION AND EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

All Offerors must include responses describing their procedures, allocations, and ability to achieve the goals of the City in this section.

The Minority Business Enterprise and Women Business Enterprise (MBE/WBE) participation goal for this Contract is a combined goal of 10.4 %. The combined goal requires a reasonable representation of both MBE and WBE firm participation on the project as further set forth in the Owner-CM Agreement and the General Conditions of the contract.

The applicable minority workforce utilization percentage, if any, is 15.3%.
The applicable women workforce utilization percentage, if any, is 6.9%.

The Commonwealth encourages and monitors the participation of Service-Disabled Veteran-Owned Business Enterprises ("SDVOBE") and Veteran Business Enterprises ("VBE") on its construction projects. The benchmark for SDVOBE and VBE participation on the project is 3%.

This project includes the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal and workforce utilization percentages stated above and, in the Owner-Construction Manager Agreement. It is the obligation of the Construction

Manager to meet or exceed these participation goals. Article XIII of the General Conditions contains detailed information about MBE and WBE Participation requirements, waivers, enforcement, and other important information. MBE's and WBE's must be certified by the Commonwealth's Supplier Diversity Office (SDO). All Offerors are advised that by submitting a proposal they certify that their proposal and services provided under their proposal will fully comply with all requirements of the RFP, including the MBE/WBE requirements.

In addition to the above MBE/WBE goals, the Construction Manager shall maintain on this project not less than a 15.3% ratio of minority employees and 6.9% ratio of women employees work hours to total work hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. Article XII of the General Conditions contains detailed information about Equal Employment Opportunity, Nondiscrimination and Affirmative Action requirements and other important information.

2.0 REFERENCE TO MASSACHUSETTS GENERAL LAWS, WAGE RATES, OSHA, AND CITY ORDINANCES

Wherever in the proposal, general conditions, contract, plans or specifications, reference is made to Massachusetts General Laws, it shall include all amendments thereto effective as of the date of issue of invitation to bid on proposed work.

The attention of Offerors is called to Massachusetts General Laws Chapter 149, section 179A, which requires persons contracting with the Commonwealth for public work to give preference in awarding contracts to persons who are citizens of the United States and to partnerships all of whose members are such citizens.

The work to be performed under this contract is subject to the provisions of M.G.L. c. 149A. The following sections of the Massachusetts General Laws shall apply to this Project and are incorporated herein by reference: Sections 26, 27, 27A, 27B, 27C, 27D, 29, 29C, and 34A of Chapter 149, as well as Sections 39F, 39J, 39K, 39N, 39O, 39P, and 39R, of chapter 30.

Attention is directed to the prevailing wage rates for work at the construction site, as determined by the Commissioner of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, section 26 - 27D referenced above.

Pursuant to M.G.L. c. 30, sec. 395 (a)(2) all employees to be employed on the project must have successfully completed a course in construction safety and health approved by OSHA and of at least 10 hours in duration.

In addition to applicable federal and state laws, the City has several ordinances that apply to the services requested in this contract. Such ordinances include but are not limited to: living wage ordinance, ordinance to protect vulnerable road users,^[1] responsible employer ordinance, and ordinance to protect against wage theft. Workplace safety is of paramount importance to all workers who perform services on City contracts and all bidders must certify that they will disclose any citations they may have received for OSHA violations.

[1] *The ordinance to protect vulnerable road users only applies to contracts where the contractor's heavy vehicles are entering the City of Somerville to perform the work of the contract.*

2.1 ROLES AND RESPONSIBILITIES OF AWARDING AUTHORITY

The CITY OF SOMERVILLE is responsible for the administration and management for the design and construction of the facility. Its responsibilities include the management of the RFP process and the monitoring and administration of the design and construction after the Offeror has been selected.

2.2 CONSULTANTS WITH PRIOR SERVICE ON THIS PROJECT ARE PRECLUDED FROM SERVICE TO CM TEAMS

The CITY OF SOMERVILLE will not consider any proposals submitted by Offerors which are comprised in whole or in part, directly or indirectly (e.g., without limitation, through ownership or control), of individuals or entities which have directly or indirectly had any involvement in the project which is the subject of this Request for Proposals ("involvement" means, without limitation, involvement relating to planning or environmental or other consulting).

However, the CITY OF SOMERVILLE will consider proposals from individuals or entities that have not been involved in the project, which is the subject of this RFP, but that have been involved in the design and/or construction of other the CITY OF SOMERVILLE projects. Architectural, engineering, cost estimating, testing or any other consultants or sub-contracting firms that participated in any way, as a direct consultant to the CITY OF SOMERVILLE or provided any services as a sub-consultant to the CITY OF SOMERVILLE's consultant, during the development of this project's RFP or provided any prior study, planning, environmental or other services with respect to this project are excluded from providing any services to firms submitting offers or to the successful Offeror on this project.

The CITY OF SOMERVILLE will disqualify any proposal that lists such a firm to provide services on this project. To the best of the CITY OF SOMERVILLE's knowledge, the following firms have provided prior services with respect to this project and therefore are precluded from providing services to an offeror. However, if an offeror chooses a firm not listed below and the CITY OF SOMERVILLE determines that the firm participated in any way during the development of this project, then the CITY OF SOMERVILLE will immediately disqualify the offeror. Prospective Offerors are encouraged to obtain a signed affidavit from architectural, engineering, cost estimating, testing or any other consulting or sub-consulting or sub-contracting firms confirming that they have had no prior involvement with the RFP's development or study, planning, environmental or other services with respect to this project.

Firms that have had prior involvement with the RFP's development or study, planning, environmental or other services with respect to this project include but are not limited to:

- Weston & Sampson
- Kaestle Boos Associates, Inc.
- Colliers
- Context Architecture
- DCI/GM2
- McPhail
- Universal Environmental Consultants (UEC)
- CBA
- Garcia, Galuska, & DeSousa (GGD)
- AKF Group
- Roome & Guarrancino
- 3Ive
- A.M. Fogarty & Associates
- Soden Sustainability
- RW Sullivan Engineers

2.3 This article intentionally blank

END OF SECTION

SECTION TWO
PROJECT INFORMATION

2.1 PRELIMINARY PROJECT SCHEDULE

The preliminary project schedule is presented solely in a narrative format to provide information to Offerors and is not and shall not become an official or contractual project schedule. The Construction Manager shall not use this schedule information as the basis for a change order.

Preliminary Schedule:

- | | |
|---|--------------------------|
| 1. Notice to Proceed with Preconstruction Work | February 21, 2022 |
| 2. Notice to Proceed with Early Site Enabling Package | March 31, 2022 |
| <i>Schedule of this early work package to be determined by the CM</i> | |
| 3. Notice to Proceed with the Primary Scope of Work | October 30, 2022 |
| 4. Substantial Completion of the Project | November 2024 |

2.2 SITE VISIT

The Project site may be visited but not entered. There is no official site review required for submission of this proposal.

END OF SECTION

SECTION THREE
SUBMISSION REQUIREMENTS: TECHNICAL (NON-PRICE)

3.1 INSTRUCTIONS

- A. The following Non-Price submission requirements for the Public Safety Building are considered a single submission. This section identifies the CITY OF SOMERVILLE’s minimum requirements for proposal documents. The non-price submission will be evaluated independently of the price proposal in a manner that ensures that the non-price evaluation will be unaffected by the price proposal.

To facilitate evaluation and complete consideration for each evaluation criterion, the Offerors are instructed to present their proposals in the same structure and format as the Non-Price Submission Requirements. For each item in the proposal include the number identical to the numbers used in this section. This will allow the evaluators to determine the extent to which the information meets the respective evaluation criterion. Items or pages not identified as pertaining to a specific criterion may be discarded without consideration.

- B. The following information must appear on the cover of the Non-Price Proposal and the sealed envelope containing the copies of the Price Proposal.

Offeror's Name:

Authorized Representative Responsible for Proposal:

Authorized Representative’s telephone number: _____

Authorized Representative’s fax number: _____

Authorized Representative’s email address: _____

Request for Proposals for Construction Management Services for the
Public Safety Building RFP #22-03

CITY OF SOMERVILLE
Procurement & Contracting Services Office
Attention: Angela Allen, Chief Procurement Officer
Procurement & Contracting Services
City Hall
Somerville, MA 02108

3.2 REQUIRED INFORMATION

- A. The Request for Proposal Response Form is located at the end of this section. It must be signed and submitted with the proposal.
- B. A copy of the required Update Statement form is located at the end of this section. It must be completed, signed and submitted with the proposal. For CITY OF SOMERVILLE's analysis of the Aggregate Work Limit for this RFP, the Estimated Construction Cost of Fifty-two Million dollars (\$52,000,000.00) will be used with a construction duration of 20 months for the Public Safety Building Project. The CITY OF SOMERVILLE will compare the above numbers with the Offeror's current annualized value of all incomplete work to determine eligibility within the aggregate work limit.
- C. Copy of the of the Offeror's Certificate of Eligibility must be submitted with the proposal.

To submit a proposal in response to this RFP an Offeror whether an individual firm or a joint venture, must be certified in General Building Construction by DCAMM for a single project limit of Fifty-two Million or greater and must also be within the aggregate limits of its DCAMM Certificate of Eligibility. A joint venture Offeror will be required to submit its Certificate of Eligibility for the joint venture meeting the requirements above enclosed with its RFP proposal.

3.3 PROJECT EXPERIENCE ON COMPARABLE PROJECTS

The Offeror shall identify three of its completed projects, which the Offeror believes are most comparable to the Project with respect to the size, duration, and project complexity. The Offeror shall also identify three of its complete projects, which Offeror believes are the most similar projects that used the construction management at risk delivery method. Provide references from the owners and architects for each project identified in this paragraph, including name, title, and current telephone number.

For each of the first three projects identified above, the Offeror shall provide a narrative (not exceeding three pages) describing in detail the scope, duration and complexity of the project and the role of the Offeror in its implementation. The description should indicate the roles and length of project involvement of Managerial and Technical Personnel (see definition in Paragraph 3.4(A)) identified in the project descriptions who will be utilized in the Offeror's Staffing Plan.

For each of the last three projects identified above, the Offeror shall provide a narrative (not exceeding three pages) describing in detail how the similarities of the identified Construction Manager at Risk projects to the current CM at Risk project will benefit the Offeror in the performance of this Project.

3.4 QUALIFICATIONS OF PERSONNEL

A. Staffing Plan

The Offeror shall submit a staffing plan for staffing this Project. At a minimum, such plan shall include an organization chart containing all proposed project positions, showing reporting relationships and lines of authority; an explanation of the responsibilities of the Managerial and Technical positions (i.e., project executive(s), project manager(s), superintendent(s), project engineer(s), and contract administrator(s)); and the name of the person proposed for each position.

The Offeror shall list the subconsultants it proposes to utilize as part of the Construction Management team. For each such proposed subconsultant, the Offeror shall list the responsibilities that the subconsultant shall carry out on the Project, the Managerial and Technical Personnel to be supplied by the subconsultant, if any; and the relevant experience of the subconsultant.

B. Resumes

The resumes of all proposed personnel for the Staffing Plan shall be provided and each resume must contain at least three references from owners or designers including name, title, and current telephone number.

C. Job Skill Narrative

The Offeror shall provide a narrative outlining the two most important job performance skills for the position of Lead Project Manager, and the two most important job performance skills for the Chief Superintendent. Describe in detail how the individual selected for each position above has utilized these specific skills on a recent construction project (one-page each person).

3.5 PRECONSTRUCTION SERVICES PLAN

The Offeror shall submit its plan for performing the preconstruction services described in the Owner-Construction Manager Agreement. The plan shall illustrate the Offeror's understanding of the activities required during preconstruction and demonstrate its ability to coordinate and perform those activities. It shall also explain how the Offeror intends to work efficiently and effectively with the CITY OF SOMERVILLE and its Designer. The plan should include a detailed description of how the Offeror shall comply with each of the preconstruction services required by the Contract. Identify the Offeror's qualifications to provide an interdisciplinary review. The plan should include a list of the Managerial and Technical Personnel who will be involved in managing the Project during this phase, and the start date and duration for each such person. Unless the plan indicates otherwise, staffing commitments shall be assumed to be full time for this Plan.

3.6 CONSTRUCTION SERVICES PLAN

The Offeror shall submit its plan for managing the construction of the Project. The plan shall explain the Offeror's management structure and methodology for project management, the logistics and sequencing of the Work, and, in broad terms, means and methods of performing the Work. It should indicate the Offeror's project specific

program for quality assurance and quality control. The Offeror shall describe how they will comply with requirements for schedule development, cost loading, resource loading, monthly schedule updates, and weekly project meeting review of the look ahead schedule. The plan should address how the Offeror will achieve coordination among and between trades. The plan should discuss the steps the Offeror will take to minimize change orders and claims. The plan shall address how the Offeror will propose to commission all of the building systems. The plan should include a list of the Managerial and Technical Personnel who will be involved in managing the Project during the construction phase, and the start date and duration for each such person. Unless the plan indicates otherwise, staffing commitments shall be assumed to be full time for this Plan.

3.7 PRELIMINARY PROJECT SCHEDULE

The Offeror will submit its proposed Preliminary Project Schedule. The Project Schedule will be used as a meaningful management tool for Preconstruction and Construction Services. The Project Schedule should demonstrate that the Offeror has a clear understanding of the project requirements and how activities will be sequenced. The bar chart form will show the start dates, activity durations, and finish dates for at least the thirty largest (or most critical) Subcontractors. Each CM activity for Preconstruction and Construction Services must be identified. The critical path must be indicated on the schedule. The Preliminary Project Schedule shown in Section 2.1 is the proposed timetable for this project, upon which the Offeror must base its proposal. Offerors may not propose revisions to the timing or sequence of events and may not present an alternate schedule for consideration by the CITY OF SOMERVILLE in their proposal.

3.8 UPDATE OF SCHEDULE “E” TERMINATIONS AND LEGAL PROCEEDINGS

Offeror must attach a copy of Offeror’s Schedule “E” Terminations and Legal Proceedings that was submitted to the CITY OF SOMERVILLE by Offeror together with Offeror’s Qualification Statement in connection with this Project. Offeror must also attach a signed Affidavit of Compliance with Schedule “E” Terminations and Legal Proceedings, which form is being provided with this RFP and is referenced below.

Failure to provide complete and accurate information requested in this paragraph may result in rejection of the proposal for non-responsiveness.

3.9 FORMS

The following forms must be submitted as part of the Technical (Non-Price) Proposal Response Submission. They are listed below and attached following this Section Three. They shall be submitted in the Technical (Non-Price) Proposal Response Proposal Binder and must be filled out in black ink.

These Forms are Provided Following this Section:

- Technical (Non-Price) Proposal Response Form
- Informational Sheet

- Affidavit of Compliance (Secretary of State filings)
- Affidavit of Prevailing Wage Compliance (c. 149, s. 26 and 27)
- Certification of Tax Compliance
- Affidavit of Compliance with Schedule “E” Update for Terminations and Legal Proceedings
- DCAMM Update Statement (Blank)

These Forms are not Provided here but Must be Provided by Offeror:

- Copy of the Offeror's Certificate of Eligibility
- Surety Commitment Letter at 110% of Estimated Construction Cost (**must be current and reference this RFP. The letter submitted with the RFQ is not acceptable**)
- Copy of the Offeror's Schedule “E” Terminations and Legal Proceedings that was submitted with Offeror's RFQ on this Project.

END OF SECTION

SECTION FOUR
PRICE SUBMISSION REQUIREMENTS

4.1 PRICE SUBMISSION INSTRUCTIONS

The lowest price proposal shall not necessarily be awarded the contract.

The Offeror shall submit one signed original (unfolded) and six collated and stapled copies of the Price Proposal Form in a large, sealed envelope. Review submission requirements in Section 3.1 for packaging of the entire proposal.

4.2 INSTRUCTIONS FOR COMPLETING FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES

- A. Section A is the first of three sections of the Form. It contains the Payment Summary for CM Preconstruction Services and CM Construction Services as those terms are explained in the Owner-Construction Manager Agreement.

- B. Section B is for the documentation of the Payment for CM Preconstruction General Conditions Costs. This section includes the cost of services provided by the CM from the Notice to Proceed with Preconstruction Services through the completion (as determined by the CITY OF SOMERVILLE) of all preconstruction services, including the Prequalification of all Trade Contractors and Other Subcontracts. Costs incurred after the Prequalification list of subcontractors for each trade is finalized shall be attributed to the CM Construction General Conditions Costs.

The cost lines for B.1 must include the appropriate markup for wages, insurance, taxes, and benefits for the proposed personnel identified as performing preconstruction services.

Line B.2 is for the payment for all miscellaneous Preconstruction Expenses. A lump sum amount shall be included for all expenses related to preconstruction services not identified as part of the personnel costs or Fee.

Line B.3 is for the Total Payment for CM Preconstruction General Conditions Costs. The addition of B.1 and B.2 will be shown on line B.3, and transferred to the Payment Summary page.

The CM shall pay for Prequalification reproduction expenses for the Trade Contractors and, Prequalification and Procurement reproduction expenses for Other Subcontracts as part of the Preconstruction General Conditions cost. The Preconstruction General Conditions cost shall not include the reproduction cost of the plans and specifications for the Request for Bids for Trade Contractors. The CITY OF SOMERVILLE will make plans available through the bid room for the Trade Contractors.

- C. Section C of the Price Proposal Form is for the documentation of the CM Construction General Conditions Costs. The General Conditions are divided into separate cost items (additional categories may be provided at the option of the Offeror). The breakdown shall include all costs for all general requirements as contemplated by the general conditions and supplementary general conditions and any items performed by the CM referenced within the RFP Documents.

The cost lines for C.1, C.2 and C.3 must include the appropriate markup for wages, insurance, taxes, and benefits for the proposed personnel identified performing construction services.

Only the following General Conditions designated as “Assign to Subcontractor” shall be bought out during the sub-trade procurement process and amounts should not be entered on Form GC.

- Temporary Potable Water Service and Distribution
- Temporary Sewer Service and Distribution
- Temporary Electrical Service and Distribution
- Emergency Diesel Generator Fuel Consumed (For Testing)
- Spec Section 011000 Cutting, Coring, And Patching
- Spec Section 015000 Hoisting Equipment and Machinery
- Spec Section 015000 Dust Control
- Spec Section 015000 Noise Control
- Spec Section 015000 Safety Protection
- Spec Section 015000 Shoring
- Spec Section 017418 Demolition Waste Disposal
- Spec Section 017419 Construction Waste Disposal
- General Conditions Other: Temporary Fire Protection
- General Conditions Other: Tree and Shrub Protection
- General Conditions Other: Wetland Protection and Environmental Protection
- General Conditions Other: Security Enclosures Temporary Lockup

Only the following General Conditions will be recognized as allowances. Budget for these allowances, and these allowances only, by the Construction Manager will be adjusted throughout the project by the Construction Contingency when those amounts are either exceeded or reduced.

- Temporary Electricity Consumed
- Temporary Heating System
- Temporary Heating Fuel Consumed
- Spec Section 011000 Permits, Inspection And Testing Required By Governing Authorities
- Spec Section 015000 Staging
- Spec Section 015000 Clean-Up Dumpster Pulls
- Spec Section 015000 Project Identification
- General Conditions Other: Police Details

For all of the remaining General Condition items not identified as the aforementioned “Assigned to Subcontractor” or the aforementioned “Allowances”, the amounts entered shall be the CM’s firm price.

Insurance costs for the Payment Proposal will be based on the estimated construction cost indicated on the form. The insurance and bond costs will be adjusted up or down in accordance with the Guaranteed Maximum Price.

4.3 FORMS

All forms for the Price Proposal Submission are included in the pages following this Section Four and are listed below. They must be submitted in the Price Proposal Submission completely **in black ink** including quantities, unit costs, lump sum costs, percentages and other information requested. **All line items must have dollar amounts assigned. Do not leave lines blank or use designations such as “N/A”. This may result in rejection of the proposal.**

Required Forms:

- Form GC: Payment for Construction Management Services (attached)
- Non-Collusion Affidavit (attached)

END OF SECTION

SECTION FIVE
EVALUATION CRITERIA

5.1 EVALUATION CRITERIA (Cross Reference Evaluation Process in Section 1, par. 1.16)

The Non-Price Proposals will be evaluated against the following criteria to facilitate rating each proposal. The criteria for the performance ratings and the selection method are designed to ensure competition among the Offerors.

The CITY OF SOMERVILLE will highly rate Offerors who excel, for each category below as applicable, in the performance of their contractual responsibilities. Highly rated Offerors will have provided: effective value engineering and quality control programs, maintained construction progress schedules, controlled and reduced change order costs, effective project safety programs, excellent coordination and management of subcontractors, cooperation and coordination with the owner, and minimizing of claims and disputes.

The CITY OF SOMERVILLE will, as part of this selection process review the references and other information contained in the CITY OF SOMERVILLE Certification Files and the RFP submission for Construction Management Services of any or all of the Offerors.

5.2 REQUIRED INFORMATION

The CITY OF SOMERVILLE will rate any proposal as incomplete that fails to include any information required by this RFP, including, without limitation all information required by Paragraph 3.2 of this RFP.

5.3 PROJECT EXPERIENCE AS DEMONSTRATED BY BUT NOT LIMITED TO THREE COMPARABLE PROJECTS

The CITY OF SOMERVILLE will highly rate Offerors, which have demonstrated in their descriptive narrative and project references the Offeror's experience with successful building construction projects similar in size, duration, and complexity to this Project and similar successful building projects that used the construction management at risk delivery method

5.4 QUALIFICATIONS OF PERSONNEL

A. Staffing Plan

The CITY OF SOMERVILLE will highly rate Offerors whose staffing plans set forth an effective organization for management of the Project and clearly delineate the relationship of all staff members to the team, including **demonstration of staffing continuity throughout all phases of the project.** Identify all Managerial and Technical Positions and the personnel assigned to each position. Managerial and technical personnel for this project will have demonstrated experience in

successful projects similar in size, duration, and complexity. Roles and responsibilities for key personnel should match their previous personal experience. As part of the staffing plan evaluation, subconsultants if any, must be identified and their roles delineated.

B. Resumes

The CITY OF SOMERVILLE will highly rate Offerors Managerial and Technical Personnel assigned to this project who have demonstrated experience in successful projects similar in size, duration, and complexity and receive strongly positive references.

C. Job Skill Narrative

The CITY OF SOMERVILLE will highly rate Offeror's who assign to this project their lead Project Manager and Chief Field Superintendent who demonstrate superior job performance skills.

5.5 PRECONSTRUCTION SERVICES PLAN

The CITY OF SOMERVILLE will highly rate Offerors whose preconstruction services plan clearly and in detail describes how the Offeror will accomplish the preconstruction activities set forth in the Contract, and that reflect a practical understanding of the requirements of the Project, including demonstration of Offeror's ability to achieve the MBE/WBE goals outlined in Section 1.18.

5.6 CONSTRUCTION SERVICES PLAN

The CITY OF SOMERVILLE will highly rate Offerors whose construction services plan clearly and in detail describes how the Offeror will accomplish the construction activities set forth in the Contract, including continuity from the preconstruction services plan, and that reflect a practical understanding of the requirements of the Project, including demonstration of Offeror's ability to achieve the MBE/WBE goals outlined in Section 1.18.

5.7 PRELIMINARY PROJECT SCHEDULE

The CITY OF SOMERVILLE will rate highly, Offerors whose schedule describes how the Offeror will accomplish the preconstruction and construction activities set forth in the Contract and reflects a practical understanding of the requirements of the Project. An appropriate level of detail should be shown to satisfy the CITY OF SOMERVILLE of the logic and sequence of the activities, but not obscure the intent of the schedule to clearly show the scope of the project and the Construction Manager's role in organizing it. Offerors may not deviate from the Preliminary Project Schedule set forth in Section 2.1.

5.8 RECORD OF TERMINATIONS, LIQUIDATED DAMAGES, SURETY, AND LEGAL ACTIONS

The CITY OF SOMERVILLE will highly rate Offerors who do not have negative records, or issues related to terminations, liquidated damages, surety and legal actions.

5.9 CITY OF SOMERVILLE UPDATE STATEMENT AND COMPETING COMMITMENTS

If the CITY OF SOMERVILLE determines that one or more other ongoing or pending projects or other engagements of the Offeror may pose a conflict of interest or a possible conflict of interest, the CITY OF SOMERVILLE may rate such Offeror unfavorably as to this criterion. Unless such Offeror agrees to terminate such other engagement(s) or to take other actions acceptable to the CITY OF SOMERVILLE to avoid or eliminate such conflict or possible conflict of interest.

END OF SECTION

SECTION SIX
NEGOTIATION AND AWARD OF CONTRACT

6.1 TIME FOR FINALIZING CONTRACT

The list and ranking of proposed CM firms will be certified by the CITY OF SOMERVILLE and made available as a public record after the contract award. The selected Offeror will be notified in writing. The notice may specify a time, which shall not be less than fifteen (15) business days from the date of the notice, by which such Offeror must execute the Contract in the form included in the RFP, modified by the provisions of any applicable addenda, and furnish the certificates of insurance and any other documents required in connection with execution of the Contract. Prior to signing the Contract, the Offeror shall furnish to the CITY OF SOMERVILLE payment and performance bonds of a surety company qualified to issue bonds in the Commonwealth, whose name appears on the Treasury Department Circular 570 and is satisfactory to the CITY OF SOMERVILLE. If the work is not to begin immediately and Offeror has submitted a proposal for preconstruction work only then each such bond must be at least in the amount of the Offeror's proposal; provided that prior to beginning any construction work on the Project each bond must be replaced for the sum of the estimated construction cost of the Project, Fifty-seven Million Two hundred thousand dollars (\$57,200,000.00). If the GMP has been established prior to beginning the work then each such bond shall be for the sum of the GMP. Whenever the GMP is established, each bond must be furnished and replaced by the CM in the sum of the GMP upon the signing of the GMP amendment. Such bonds shall be in form and content satisfactory to the CITY OF SOMERVILLE.

If the selected firm fails to execute a contract or to furnish the necessary bonds, insurance and other documents necessary for signing the contract within the time period specified in the request for proposals then, unless the CITY OF SOMERVILLE in its sole discretion elects to extend the time or cancel this procurement, the CITY OF SOMERVILLE may commence negotiations with the remaining highest ranked firm, provided they continue to meet the CITY OF SOMERVILLE certification requirements. If negotiations are not successful then the negotiations will be terminated and the same process will begin with the next highest ranked firm until a contract is awarded. In the alternative, the CITY OF SOMERVILLE may proceed under M.G.L. c. 149.

6.1.2 FAILURE TO PROVIDE BONDS WHEN REQUIRED AFTER CONTRACT SIGNING, TERMINATION

If the Offeror fails to replace the necessary payment and performance bonds after signing the contract as required by the previous section, then this will be considered a breach of contract justifying termination of the Contract by the CITY OF SOMERVILLE and the CM will be responsible for all damages, consequential or otherwise, as a result of such breach. If the Contract is terminated, the CITY OF SOMERVILLE may commence negotiations with the remaining highest ranked firm, provided they continue to meet the

CITY OF SOMERVILLE certification requirements. If negotiations are not successful then the negotiations will be terminated and the same process will begin with the next highest ranked firm until a contract is awarded. In the alternative, the CITY OF SOMERVILLE may proceed under M.G.L. c. 149.

6.2 AWARD WITHOUT NEGOTIATIONS

The CITY OF SOMERVILLE reserves the right to accept the selected Offeror's Proposal as submitted without further negotiation. In such case the notice described in Paragraph 6.1 above shall inform the selected Offeror that there shall be no negotiations and that the Offeror must execute the Contract and meet the other obligations set forth in Paragraph 6.1 within the time stated in the notice.

6.3 SUSPENDED OR DEBARRED OFFERORS

No person or firm disqualified by the Federal Government or under Massachusetts General Laws Chapter 7C, Section 48, nor any person or firm suspended or debarred pursuant to Massachusetts General Laws Chapter 29, Section 29F, or any other applicable debarment or disqualification provisions of any other provision of the Massachusetts General Laws or any rule or regulation promulgated thereunder, shall be eligible for award of this contract.

6.4 RELATED WORK PROHIBITIONS

Neither the successful Offeror selected as the construction manager, nor any affiliate in which the Offeror has an ownership interest, nor any subconsultant or subcontractor (or any of its affiliates) of the Offeror, may participate in any way in provision of the Program Manager or the Designer's services on this Project. If the Offeror is a joint venture, this Paragraph applies to each member of the joint venture.

END OF SECTION

SPECIAL NOTICE TO AWARDING AUTHORITY
BIDDERS' UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

EFFECTIVE MARCH 30, 2010

Commonwealth of Massachusetts
Division of Capital Asset Management
PRIME/GENERAL CONTRACTOR
UPDATE STATEMENT

TO ALL BIDDERS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED PRIME/GENERAL CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME/GENERAL BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME/GENERAL BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime/General Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability, and integrity necessary to perform the work on the project, it must reject the bid.

BIDDER'S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime/General Contractor Update Statement on behalf of the bidder named below, that I have read this Prime/General Contractor Update Statement, and that all of the information provided by the bidder in this Prime/General Contractor Update Statement is true, accurate, and complete as of the bid date.

Bid Date

Print Name of Prime/General Contractor

Project Number (or
name if no number)

Business Address

Awarding Authority

Telephone Number

SIGNATURE ⇨

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

- This form must be completed and submitted by all Prime/General contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. **MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.**
- **This Update Statement must include all requested information that was not previously reported on the Application used for your firm's most recently issued (not extended or amended) Prime/General Contractor Certificate of Eligibility. The Update Statement must cover the entire period since the date of your Application, NOT since the date of your Certification.**
- You must use this official form of Update Statement. Copies of this form may be obtained from the awarding authority and from the Asset Management Web Site: www.mass.gov/dcam.
- If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
- See the section entitled "Bidding Limits" in the *Instructions to Awarding Authorities* for important information concerning your bidding limits.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

- It is the awarding authority's responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder's Update Statement in making this determination. **Remember:** this information was not available to the Division of Capital Asset Management at the time of certification.
- The bidder's performance on the projected listed in Parts 1 and 2 must be part of your review. Contact the project references.
- **AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER'S ENTIRE CERTIFICATION FILE AT THE DIVISION OF CAPITAL ASSET MANAGEMENT. Telephone (617) 727-9320 for an appointment.**

Bidding Limits

Single Project Limit: The total amount of the bid, including all alternates, may not exceed the bidder's Single Project Limit.

Aggregate Work Limit: The annual value of the work to be

performed on the contract for which the bid is submitted,

when added to the annual cost to complete the bidder's other currently held contracts, may not exceed the bidder's Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

Step 1 Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).

Step 2 Determine the annual dollar value of the work to be performed on your project. This is done as follows:

- (i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.
- (ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal

places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.

Step 3 Add the annualized value of all of the bidder's incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be performed on your project. **The total may not exceed the bidder's Aggregate Work Limit.**

Correction of Errors and Omissions in Update Statements

Matters of Form: An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 8.05(2)].

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE *BUILDING* PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED

Attach additional sheets if necessary

*If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? YES NO

If you have answered YES to either question, explain. _____

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING *CONSTRUCTION* PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

\$ _____

Column 8

- If less than one year is left in the project schedule, write 1.
- If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? YES NO

If you have answered YES to either question, explain. _____

PART 3 - PROJECT PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

YES NO

1. Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your firm failed or refused to complete any punch list work under any contract?		
4. Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?		
5. Has your surety taken over or been asked to complete any of your work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic's lien against property in connection with work performed or materials supplied under any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have there been any deaths of an employee or others occurring in connection with any of your projects?	<input type="checkbox"/>	<input type="checkbox"/>
11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. Information must supplement all judicial and administrative proceedings involving bidder’s firm, which were instituted or concluded (adversely or otherwise) since your firm’s Application for your most recently issued (not extended or amended) Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility.

The term “administrative proceeding” as used in this Prime/General Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term “anyone with a financial interest in your firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).

YES NO

1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state’s or federal procurement laws arising out of the submission of bids or proposals?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 - Legal or Administrative Proceedings; Compliance with Laws(continued)

	YES	NO
5. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker’s compensation?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?	<input type="checkbox"/>	<input type="checkbox"/>
10. Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA’s Web Site at www.osha.gov	<input type="checkbox"/>	<input type="checkbox"/>
11. Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?	<input type="checkbox"/>	<input type="checkbox"/>
12. Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any other issues that you are aware which may affect your firm’s responsibility and integrity as a building contractor?	<input type="checkbox"/>	<input type="checkbox"/>

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

NAME	TITLE OR FUNCTION

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your firm’s business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? Yes No

If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT.

Attach here a copy of the list of completed construction projects which was submitted with your firm’s DCAM Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. The Attachment must include a complete copy of the entire Section G – “Completed Projects” and the final page – “Certification” (Section J) containing the signature and date that the Completed Projects list (Section G) was submitted to the Division of Capital Asset Management.

TECHNICAL (NON-PRICE) PROPOSAL RESPONSE FORM

To the Division of Capital Asset Management:

The undersigned proposes to furnish all Construction Management Services required by Massachusetts State Project No. _____ Construction Management Services for the _____. In accordance with the Request for Proposals, all documents contained in the Request for Proposals or referred to therein, addenda or clarification's issued in regard to that RFP, namely the addenda numbered _____ and the proposal of the undersigned submitted herewith, for the price stated in a separate form, referencing the same project and submitted in a separate envelope.

The undersigned declares that he or she (or, if he or she is the authorized representative of a company, he or she and the company, herein collectively referred to as "undersigned" and "company") has carefully examined all the documents noted above and also the site where the proposed work is to be performed. The undersigned certifies that this offer fully complies with all of the requirements of the Request for Proposals. The undersigned hereby acknowledges that if selected it will be obligated to meet the MBE and WBE goals for the project and certifies that it will meet or exceed these goals.

The undersigned further certifies that if selected, it will within fifteen (15) or whatever number of days appears in the written notice required by Section 6, Paragraph 6.1 of the RFP, Saturdays, Sundays, and legal holidays excluded, after presentation thereof, execute a contract in accordance with the terms stated in the RFP, addenda thereto, documents referred to therein, and the proposal of the undersigned, and will furnish a performance bond and also a labor and materials or payment bond, from a surety licensed to do business in Massachusetts and whose name appears on the United States Treasury Department Circular 570, and each in the sum of the estimated value of the construction project, the premiums of which are to be paid by the undersigned and are included in the proposed price. The undersigned hereby certifies that it is able to furnish for any work at the site of installation labor that can work in harmony with all other elements of labor employed or to be employed on the work at the site of installation, and that it will comply fully with all laws and regulations applicable to the award of the contract for this work.

The undersigned also hereby certifies that it is the only person interested in this proposal; that it is made without any connection with any other person making any proposal for the same work: that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned company has not influenced or attempted to influence any other person or corporation to file a proposal or to refrain from doing so or to influence the terms of the proposal of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work.

I certify, under the pains and penalties of perjury, that all of the above statements are true.

Firm Name: _____

By: _____
(Signature of Authorized Representative)

Title: _____ Date: _____

INFORMATIONAL SHEET

If a Corporation:

Incorporated in what State: _____

President: _____

Treasurer: _____

Secretary: _____

If a foreign corporation, are you registered to do business in Massachusetts?

Yes _____ No _____

To be considered for Selection for this work, you are required under Massachusetts General Laws Ch. 30, Sec. 39L to obtain from the Secretary of State, Foreign Corporations Section, a certificate stating that your corporation is registered, and to furnish such certificate to DCAM prior to award of the contract.

If a partnership, name all partners on attached sheet.

If an individual:

Name: _____

Residence: _____

If an individual doing business under a firm name:

Name of Firm: _____

Business Address: _____

Name of Individual: _____

AFFIDAVIT OF COMPLIANCE

Massachusetts Business Corp. Foreign Corp. Non-Profit Corp.

I, _____, President _____ Clerk _____
of _____

_____, principal office is located at _____

I do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by Chapter 156B Sec. 109 (business corporation), by Chapter 181, Sec. 4 (foreign corporation) or by Chapter 180, Sec. 26A (non-profit corporation) of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY this _____ day of _____
_____, 20 .

Signature of Duly Authorized Corporate Officer

AFFIDAVIT OF PREVAILING WAGE COMPLIANCE (C. 149, S. 26 AND 27)

I, _____, _____, of the
Name Title

_____, with a principal office is located at _____
Offeror's Company Name

do hereby certify that the above named corporation will comply with the prevailing wage laws as set forth in Sections 26 and 27 of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY this _____ day of _____
_____, 20____.

Signature of Duly Authorized Corporate Officer

CERTIFICATION OF TAX COMPLIANCE

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT

Pursuant to M.G.L. Ch. 62c. sec. 49a.

I, _____,

President, _____, Clerk, _____, Partner, of

_____, hereby

certify under penalties of perjury that _____ has, to my

best knowledge and belief, filed all state tax returns and paid all state taxes required under law.

Federal Identification Number
or Social Security Number

Signature

Company Name

Name of Duly Authorized (type/print)

Title/Company Position

**AFFIDAVIT OF COMPLIANCE WITH UPDATE OF SCHEDULE "E"
TERMINATIONS AND LEGAL PROCEEDINGS**

I, _____, _____, of the
Name Title
_____, with a principal office is located at _____
Offeror's Company Name

_____, do hereby certify that attached hereto is a copy of Offeror's Schedule "E" Terminations and Legal Proceedings, **that was submitted to DCAM by Offeror with Offeror's Qualification Statement** in connection with this Project. I further certify that (check one of the following):

1. _____ There are no updates to the attached Schedule "E".
or
2. _____ There are updates to the attached Schedule "E" for items that occurred on or after the date that Offeror submitted its Qualification Statement. The update(s) are as follows:

Part A. Terminations, Incomplete Projects, Liquidated Damages Paid

Provide all updated or changed information with respect to information provided on Schedule "E" and attach additional sheets if necessary.

Part B. Convictions and Fines

Provide all updated or changed information with respect to information provided on Schedule "E" and attach additional sheets if necessary.

Part C. Legal Proceedings

Provide all updated or changed information with respect to information provided on Schedule "E" and attach additional sheets if necessary.

Section 1. Litigation

Section 2. Administrative Proceedings

Section 2. Arbitrations

SIGNED UNDER THE PENALTIES OF PERJURY this _____ day of _____
_____, 20 .

Signature of Duly Authorized Corporate Officer

ATTACH SCHEDULE "E" TO THIS AFFIDAVIT

Mass. State Project No.
Project Name

Technical (Non Price) Submission
CM Form 11-19-08

ADDITIONAL FORMS

PLEASE SUPPLY THE FOLLOWING WITH THE NON-PRICE SUBMISSION

- Copy of the Offeror's Certificate of Eligibility
- Surety Commitment Letter at 110% of Estimated Construction Cost
- Completed Prime/General Contractor Update Statement (Blank form is attached)
- Copy of the Offeror's Schedule "E: Terminations and Legal Proceedings that was submitted with Offeror's RFQ on this Project

REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGEMENT SERVICES

December 08, 2021

Part 2 of 2

Somerville Public Safety Building

Form GC: Payment for Construction
Management Services

Public Safety Building Project

Somerville, Massachusetts

Project # 22-03

PRICE SUBMISSION

FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES

Company Name: _____

By: _____

(Signature of Authorized Representative)

Title: _____

Section A. PAYMENT SUMMARY FOR CM PRECONSTRUCTION SERVICES

A.1 Total Payment for CM Preconstruction General
Conditions Costs \$ _____

A.2 Total Payment for CM Preconstruction Fee \$ _____

A.3 Total Payment for CM Preconstruction Services \$ _____
Add A.1 and A.2

Confirm Total Payment for CM Preconstruction Services in words below, from line A.3
_____ Dollars

Section A. PAYMENT SUMMARY FOR CM CONSTRUCTION SERVICES

A.4 Total Payment for CM Construction General Conditions
Costs \$ _____

A.5 Total Payment for CM Construction Fee \$ _____

A.6 Total Payment for CM Construction Services \$ _____
Add A.4 and A.5

Confirm Total Payment for CM Construction Services in words below, from line A.6
_____ Dollars

**Section A. PAYMENT SUMMARY FOR
CM PRECONSTRUCTION AND CM CONSTRUCTION SERVICES**

A.7 Total Payment for CM Preconstruction and
CM Construction Services Add line A.3 and A.6 \$ _____

Confirm Total Payment for CM Preconstruction and CM Construction Services in words
below, from line A.7
_____ Dollars

FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES

Section B: DETAIL OF CM PRECONSTRUCTION GENERAL CONDITIONS COSTS

B.1. Preconstruction Personnel List name and title, list company name for subcontractors to CM	Duration in Months	Percentage of Time Allocated	Monthly Rate	Total Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
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			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
BIM Manager			\$	\$
			\$	\$
All personnel listed above are key staff			Total B.1	\$

B.2 Lump Sum for Additional Categories of CM Preconstruction General Conditions Costs and miscellaneous staff and subcontractors	\$
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B.3 Total Payment for CM Preconstruction General Conditions Costs Add lines B.1 and B.2 Transfer total to Payment Summary, Section A line A.1	\$
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FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES
Section C: DETAIL OF CM CONSTRUCTION GENERAL CONDITIONS COSTS

C.1. Project Management Personnel List name and title, list company name if a subcontractor or JV with the CM	Duration in Months	Percentage of Time Allocated	Monthly Rate	Total Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
BIM Manager			\$	\$
			\$	\$
Per the Owner-CM Agreement par. 5.3.2 - a full-time dedicated QA/QC manager <input type="checkbox"/> is required <input type="checkbox"/> is not required			\$	\$
All personnel listed above are key staff			Total C.1	\$

C.2 Field Supervisory Personnel List name and title, list company name if a subcontractor or JV with the CM	Duration in Months	Percentage of Time Allocated	Monthly Rate	Total Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
All personnel listed above are key staff			Total C.2	\$

FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES Section

C: DETAIL OF CM CONSTRUCTION GENERAL CONDITIONS COSTS

C.3 Additional Personnel Positions List position, list company name if a subcontractor or JV with the CM	Duration in Months	Percentage of Time Allocated	Monthly Rate	Total Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
All positions listed above are not key staff-maximum of five positions				
			Total C.3	\$

C.4 Insurance and Bond Costs Identify other Insurance and Bond Costs in blank spaces below	Rate Per Thousand Dollars	ECC cost to be used for Pricing, bond costs will be adjusted to reflect Offeror's GMP	Total Cost
Performance Bond		\$----,000,000	\$
Payment (Labor & Material) Bond		\$----,000,000	\$
Builders Risk		\$----,000,000	\$
General Liability	- -		\$
Vehicle Liability	- -		\$
Pollution Liability	- -		\$
Workers Compensation	- -		\$
Umbrella Coverage	- -		\$
Professional Liability Insurance	- -		\$
			\$
Total C.4			\$

C.5 Temporary Utilities and Services	Cost
Temporary Potable Water Service Distribution Assign To Subcontractor	XXXXXXXXXXXXXXXXXX
Temporary Sewer Service and Distribution Assign To Subcontractor	XXXXXXXXXXXXXXXXXX
Temporary Potable Water Consumed	\$
Temporary Toilets Rental, Service and Disposal	\$
Temporary Electrical Service Distribution Assign To Subcontractor	XXXXXXXXXXXXXXXXXX
Temporary Electricity Consumed ALLOWANCE	\$
Temporary Heating System ALLOWANCE	\$
Temporary Heating Fuel Consumed ALLOWANCE	\$
Emergency Diesel Generator Fuel Consumed (For Testing) Assign To Subcontractor	XXXXXXXXXXXXXXXXXX
Total C.5	\$

FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES

Section C: DETAIL OF CM CONSTRUCTION GENERAL CONDITIONS COSTS

C.6 Additional Categories	Cost
Spec Section 011000 Project Phasing	Included in C.1
Spec Section 011000 Supervision of the Work	Included in C.2
Spec Section 011000 Use of Premises	Included in C.2
Spec Section 011000 Coordination	Included in C.1
Spec Section 011000 Field Engineering	Included in C.2
Spec Section 011000 Permits, Inspection And Testing Required By Governing Authorities ALLOWANCE	\$100,000
Spec Section 011000 Cutting, Coring, And Patching Assign To Subcontractor	XXXXXXXXXXXXXXXXXX
Spec Section 011000 Debris Removal Management	Included in C.2
Spec Section 011000 Field Measurements	Included in C.2
Spec Section 013200 Critical Path method Construction Schedules Two Week Look-Ahead and Monthly Updates	Included in C.1
Spec Section 013200 Shop Drawing Log	Included in C.1
Spec Section 013200 Long Lead Item Log	Included in C.1
Spec Section 013200 Pre-Purchase Log	Included in C.1
Spec Section 013300 Shop Drawings, Products Data, And Samples	Included in C.1
Spec Section 014000 Quality Control	Included in C.1
Spec Section 014325 Testing Agency Service	Included in C.3
Spec Section 015000 CITY OF SOMERVILLE Temporary Office	\$
Spec Section 015000 CITY OF SOMERVILLE Telephone Service, Equipment and Usage charges (including long distance)	\$
Spec Section 015000 CITY OF SOMERVILLE Office Furniture, Equipment and Office Supplies (including computer hardware and	\$
Spec Section 015000 Cleaning of CITY OF SOMERVILLE Trailers	\$
Spec Section 015000 Weather Protection	\$
Spec Section 015000 Hoisting Equipment and Machinery Assign To Subcontractor	XXXXXXXXXXXXXXXXXX
Spec Section 015000 Staging Per Specifications ALLOWANCE	\$
Spec Section 015000 Maintenance of Access	\$
Spec Section 015000 Dust Control Assign To Subcontractor	XXXXXXXXXXXXXXXXXX
Spec Section 015000 Noise Control Assign To Subcontractor	XXXXXXXXXXXXXXXXXX
Spec Section 015000 Indoor Air Quality	\$
Spec Section 015000 Debris Control	\$
Spec Section 015000 Clean-Up Dumpster Pulls ALLOWANCE	\$
Spec Section 015000 Temporary Enclosures	\$
Spec Section 015000 Barricades, Warning Signs and Lights,	\$
Spec Section 015000 Safety Protection	\$
Spec Section 015000 Vehicle and Equipment Protection	\$
Spec Section 015000 Shoring Assign To Subcontractor	XXXXXXXXXXXXXXXXXX
Spec Section 015000 Construction Fence	\$

FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES

Section C: DETAIL OF CM CONSTRUCTION GENERAL CONDITIONS COSTS

Spec Section 015000 Project Identification ALLOWANCE	\$
Spec Section 015716 Temporary Pest Control	\$
Spec Section 017418 Demolition Waste Management Plan	Included in C.1
Spec Section 017418 Demolition Waste Plan Implementation	Included in C.1
Spec Section 017418 Demolition Waste Disposal Assign To Subcontractor	\$XXXXXXXXXXXX
Spec Section 017419 Construction Waste Management Plan	Included in C.1
Spec Section 017419 Construction Waste Plan Implementation	Included in C.1
Spec Section 017419 Construction Waste Disposal Assign To Subcontractor	\$XXXXXXXXXXXX
Spec Section 017700 Project Closeout	Included in C.1
Spec Section 018311 Sustainable Design Requirement	Included in C.1
Spec Section 013100 Project Management and Coordination	Included in C.1
Spec Section 018100 Commissioning	Included in C.1
General Conditions Other: CM Temporary Office Trailers	\$
General Conditions Other: CM Telephone Service, Equipment and Usage charges (including long distance)	\$
General Conditions Other: CM Office Furniture and Equipment (including computer hardware and software)	\$
General Conditions Other: CM Office Supplies	\$
General Conditions Other: Cleaning of CM Trailers	\$
General Conditions Other: Police Details ALLOWANCE	\$
General Conditions Other: Temporary Fire Protection Assign To Subcontractor	\$XXXXXXXXXXXX
General Conditions Other: Site Security Services	\$
General Conditions Other: Safety and First Aid Manager	Included in C.1
General Conditions Other: Safety Labor	Included in C.3
General Conditions Other: Safety Materials	\$
General Conditions Other: Tree and Shrub Protection Assign To Subcontractor	\$XXXXXXXXXXXX
General Conditions Other: Wetland Protection and Environmental Protection Assign To Subcontractor	\$XXXXXXXXXXXX
General Conditions Other: Security Enclosures Temporary Lockup Assign To Subcontractor	\$XXXXXXXXXXXX
General Conditions Other: Compliance	Included in C.1
General Conditions Other: Accounting	Included in C.1
General Conditions Other: Temporary Stairs and Rails	\$
Total C.6	\$

FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES

Section C: DETAIL OF CM CONSTRUCTION GENERAL CONDITIONS COSTS

<p>C.7 List any and all additional categories and costs for CM General Conditions below. See Owner Construction – Manager Agreement paragraph 6.2.1</p>	

<p>C.8 Total of all Details of CM Construction General Conditions Costs Add lines C.1, C.2, C.3, C.4, C.5, C.6 and C.7 Transfer total to Payment Summary, Section A line A.4</p>	<p>\$</p>
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NON-COLLUSION AFFIDAVIT

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT

The undersigned hereby declares under the penalties of perjury that they have carefully examined the Notice to Contractors, form of Contract and general conditions, specifications and plans referred to, and also the site upon which the proposed work is to be performed.

The undersigned also hereby certifies under the penalties of perjury that the offeror is the only entity interested in this proposal; that it is made without any connection with any other person making any bid for the same work, that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract and herein mentioned. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on Offeror's own investigation and research and not in reliance upon any representation of any employee officer or agent of the Commonwealth.

No oral, written or telegraphic amendments to this bid will be accepted. An offeror wishing to amend this proposal after transmittal to the CITY OF SOMERVILLE may do so only by written notice received by the CITY OF SOMERVILLE in the office designated in the request for proposal prior to the time and date set for the opening of proposals.

Name of Offeror: _____

Company or Joint Venture Name

Authorized Representative Signature

Print Name and Title

