

**MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Tuesday, April 22, 2025**

**AGENDA**

**Join Zoom Meeting** <https://us02web.zoom.us/j/88495471023>

**Meeting ID: 884 9547 1023      Passcode: 664059      Dial into meeting: +1 646 558 8656**

Topics may start earlier than specified, unless there is a hearing scheduled

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:00 PM      Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00              Approve Minutes: Selectboard Meeting April 14, 2025 (if available)
3. 6:00              Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:02              Review and authorize contract with Downes Construction for Library Owner's Project Manager Services. Contract value is \$73,006.00 to be funded by Public Library Construction Program Grant from Massachusetts Board of Library Commissioners (MBLC)

**Next Meeting:**

- Selectboard, Monday, April 28, 2025 at 6:30PM via ZOOM.

## **AGREEMENT FOR PROJECT MANAGEMENT SERVICES**

### **MONTAGUE PUBLIC LIBRARIES MAIN BRANCH**

The following provisions shall constitute an Agreement between the Awarding Authority of the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Awarding Authority", with an address of 1 Avenue A, Turners Falls, MA 01376, and Downes Construction Company, with a usual place of business located at 200 Stanley Street, New Britain, CT 06051, hereinafter referred to as "Project Manager", effective as of the 22nd day of April, 2025. In consideration of the mutual covenants contained herein, the parties agree as follows:

#### **ARTICLE 1: SCOPE OF WORK**

1.1 Generally.

1.1.1 The Project Manager will perform all project management services in connection with the management of design and construction of the Project as set forth in Attachment A. The scope of the Project Management Services described in this Agreement is, in the reasonable opinion of the Project Manager, expected to cover all necessary services of the Project Manager for the Project. Therefore, the Project Manager shall perform all necessary services related to the Project through completion and, absent a material change in scope, the Project Manager shall provide all necessary services at no additional cost to the Awarding Authority, unless such service is requested by the Awarding Authority in writing as an additional service or such service is specifically performed after the completion date of February 28, 2026 or completion of project close-out phase, whichever comes later, and such additional or post-completion service was not made necessary by an act or omission of the Project Manager as determined by a court of competent jurisdiction.

1.1.2 In providing the Project Management Services, the Project Manager shall endeavor to maintain an effective working relationship with the Designer (as hereinafter defined) general contractors

and subcontractors (collectively, the "Contractors") and other consultants performing services on any aspect of the Project.

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

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

## **ARTICLE 2: AWARDING AUTHORITY RESPONSIBILITIES**

2.1 The persons from time to time designated by the Awarding Authority as the Awarding Authority's representative, shall be reasonably acquainted with the Project, shall have the authority to request services under this Agreement and shall render decisions reasonably promptly and furnish information reasonably expeditiously so as to avoid undue delay in the Project Manager's services on the Project. Unless otherwise provided by the Awarding Authority, the Library Building Steering Committee is hereby designated as the Awarding Authority's representative for this Project.

- 2.2 The Awarding Authority will retain a design firm (the "Designer") to design and to prepare contract documents for the Project.
- 2.3 The Awarding Authority shall be responsible for the removal of any hazardous materials in connection with the Project; provided, however, that the Project Manager shall coordinate with the Awarding Authority's abatement consultant the oversight of such work until completion.

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

- 3.1 The Project Manager shall perform all Project Management Services in a prompt and expeditious manner, consistent with, and to further, the interests of the Awarding Authority. If the Project Manager performs any services for the Project after February 28, 2026 or completion of project close-out phase, whichever comes later, such services shall be deemed additional services, and the Project Manager shall be entitled to be paid for such additional services in accordance with Paragraph 4.3 below.
- 3.2 If the Project is delayed at any time in the commencement or progress of the Work by an act beyond the Project Manager's control, including an act of the Awarding Authority, Architect or Contractors or their employees or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or by delay authorized by the Owner pending mediation and/or arbitration, then the Contract Time and the Contract Sum shall be equitably extended and adjusted by Change Order for such reasonable time and amount as the parties shall agree to.

### **ARTICLE 4: COMPENSATION**

- 4.1 In consideration of the performance of the Agreement, the Awarding Authority shall pay to the Project Manager a fixed fee of seventy-three thousand, six dollars and zero cents \$73,006.00, payable based on work complete, commencing on April 22, 2025 until February 28, 2026 covering the Design Stage as defined in the Scope of Services. The Awarding Authority retains

the right to extend and amend this agreement to include the Construction Stage of the project following completion of the Design Stage. Retention of the Project Manager's services for the Construction Phase of the project will be subject to the Awarding Authority's issuance of a separate notice to proceed, with fee subject to negotiation between the Awarding Authority and Project Manager, as referenced in the Request for Qualifications (RFQ).

4.2 The fixed fee in Section 4.1 includes all reasonable reimbursable and out-of-pocket costs of the Project Manager with respect to the Project, all of which costs are included in the fixed fee and shall not be otherwise chargeable to or reimbursable by the Awarding Authority. Site equipment, site utilities and associated consumption costs (including OPM On-site office trailer (construction phase only) and associated office supplies and equipment – office furniture, computer, printer, phone / fax / internet) shall be provided by others, and shall become the property of the Town at the conclusion of the project.

4.3 If additional services, not required under the Agreement, are requested in writing by the Awarding Authority, or if the Project Manager performs any services for the Project after February 28, 2026 or completion of project close-out phase, whichever comes later, unless such services were made necessary by an act or omission of the Project Manager as determined by a court of competent jurisdiction, the Awarding Authority shall pay the Project Manager at the hourly rates set forth on Attachment A for hours worked. Such rates shall include all salary, benefits, overhead and profit and all expected reimbursable expenses; provided, however, such rates shall not include actual third party out-of-pocket expenditures. The Awarding Authority reserves the right to request that the Project Manager provide a lump sum fee for any additional services and if such lump sum fee is agreed upon by the parties, the agreed upon lump sum fee shall be the fee for that particular additional service.

4.4 The Project Manager shall provide the Awarding Authority with an estimate of expected costs

for any requested additional services prior to undertaking such work.

- 4.5 Records of reimbursable expenses pertaining to additional services and other cost information with respect to additional services shall be available to the Awarding Authority or the Awarding Authority's authorized representatives at mutually convenient times.
- 4.6 The Project Manager shall submit monthly to the Awarding Authority a statement for its services rendered in the prior month in accordance with the compensation described in Article 4.
- 4.7 Payment by the Awarding Authority to the Project Manager of the approved statement amount shall be made within thirty (30) days after it is submitted.
- 4.8 Undisputed payments due but unpaid sixty (60) days after the invoice submittal date shall bear interest at the legal rate in Massachusetts.

#### **ARTICLE 5: AGREEMENT DOCUMENTS**

- 5.1 The following documents form the Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein:
1. This Agreement.
  2. Amendments or other changes mutually agreed upon between the parties.
  3. All attachments to the Agreement.

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

#### **ARTICLE 6: AGREEMENT TERMINATION**

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

1. Failure of the Project Manager, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the material provisions of this Agreement by the Project Manager.
3. A determination by the Awarding Authority that the Project Manager has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

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

- 6.2 If the Awarding Authority fails to make payment to the Project Manager of sums due and owing as provided in Article 4, then after ten (10) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such ten (10) day period, the Project Manager may terminate this Agreement.
- 6.3 If the Awarding Authority fails to perform any of its obligations (other than as provided in Section 6.2), then after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Project Manager may terminate this Agreement.
- 6.4 In the event of such termination, the Project Manager shall be compensated for all services rendered prior to the date of termination.

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

- 7.1 The Project Manager shall defend, indemnify and hold harmless the Awarding Authority, its officers, agents, and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Project Manager's performance of the services under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury

to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by the willful misconduct or negligent acts or omissions of the Project Manager, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This indemnification obligation does not require the Project Manager to indemnify the Awarding Authority for such claims, damages, losses or expenses where such are caused solely by parties other than the Project Manager, anyone directly or indirectly employed by the Project Manager, or anyone for whose acts the Project Manager may be responsible.

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

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

#### **ARTICLE 8: AVAILABILITY OF FUNDS**

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

funds.

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

- 9.1 The Project Manager will provide all Project Management Services in a manner (i) that is expeditious and economical based on established compensation provisions in this Agreement, (ii) that is consistent with service standards for comparable projects by qualified project managers, and (iii) demonstrating an understanding of the established schedule, budget and other Awarding Authority objectives for the Project and each component thereof, it being understood that the Project Manager is not guaranteeing compliance of the Project with the schedule, budget or other Awarding Authority objectives.
- 9.2 The Project Manager represents that all Project Management Services will be performed in accordance with all applicable Federal, State, and local laws, ordinances, by-laws, codes, and regulations and in accordance with sound project management practice.
- 9.3 The Project Manager agrees that, in performing the Project Management Services under this Agreement, it shall comply with all of the terms of all governmental approvals in connection with all aspects of the Project.

**ARTICLE 10: ASSIGNMENT**

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

**ARTICLE 11: AMENDMENTS**

- 11.1 All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Awarding Authority and Project Manager. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Awarding Authority and Project Manager. Additionally, all amendments and changes shall be approved by the Awarding Authority's Town Accountant prior to execution by the Awarding

Authority. No amendment or change to the Agreement provisions shall be made until after the written execution of the amendment or change to the Agreement by both parties.

### **ARTICLE 12: INSURANCE**

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

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

\$2,000,000 General Aggregate Limit

\$2,000,000 Products-Complete Operations Aggregate Limit

\$1,000,000 Personal Injury and Property Damage Limit

Business Automobile Liability: \$1,000,000 Each Accident - Single Limit

Excess Umbrella Liability: Minimum of \$2,000,000.

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

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

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

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

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

12.5 The foregoing policies shall contain a provision that coverages afforded under the policies will

not be canceled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverages to be in force shall be filed with the Awarding Authority prior to the execution of this Agreement, and upon the renewal of any such coverage during the term of this Agreement. Certificates shall indicate effective dates and dates of expiration of policies. All insurance policies required hereunder shall be written by companies satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.

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

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

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

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

- 14.1 All notices required to be given hereunder shall be in writing and delivered, or mailed first class, to the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

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

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

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

- 16.1 It is understood that the unique abilities of the Project Manager have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Project Manager will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Awarding Authority. The Awarding Authority shall have the right of approval of Project Management staff assigned to the project in accordance with section 16.2.
- 16.2 The Project Manager hereby agrees and acknowledges that one of the conditions of this Agreement is that the individuals in charge of the direction and supervision of the Project on behalf of the Project Manager shall be named and approved by the Awarding Authority at least one month prior to the commencement of construction work on the Project, and such individuals and the members of the Project Manager's project team set forth below (the "Project Manager's Project Team") shall be available to attend meetings and respond to requests, comments, questions and concerns of the Awarding Authority and other parties identified by the

Awarding Authority. This condition is a substantive inducement to the Awarding Authority without which the Awarding Authority would not have entered into this Agreement with the Project Manager. Notwithstanding the foregoing, the Project Manager shall submit to the Awarding Authority as soon as possible information on the credentials of the proposed project manager and assistant project manager. In consideration of the foregoing, the Project Manager agrees that for so long as any such member of the Project Manager's Project Team is employed by (or, as appropriate, a principal of) the Project Manager, such member(s) shall direct, shall be responsible for, and shall be available to provide the Project Management Services in connection with the Project. If at any time any such member of the Project Manager's Project Team is no longer available as aforesaid, then his replacement shall be subject to the prior approval of the Awarding Authority. The Project Manager's Project Team will consist of the persons noted below and necessary assistants and other technical and administrative personnel. All of the Project Manager's Project Team shall be experienced in projects similar in size, scope and complexity of the Project. Each member of the Project Team shall be appropriately licensed and certified and qualified by training and experience in their respective fields. No change will be made in the composition of the Project Team without the Awarding Authority's approval. No personnel in the Project Team designated as full-time on the Project shall assume additional responsibilities outside of the Project without the written consent of the Awarding Authority. The Awarding Authority may require replacement of any member of the Project Manager's Project Team upon notice to the Project Manager with or without cause. The members of the Project Manager's Project Team are designated as follows:

\_\_\_\_\_, Project Director

\_\_\_\_\_, Project Manager

\_\_\_\_\_, On-site Representative (if Project Manager is retained for

Construction Stage)

- 16.3 The Project Manager shall provide the Awarding Authority with a schedule listing the names, job descriptions and professional biographical information for all other staff expected to work on the Project. The Project Manager shall provide emergency contact information to the Awarding Authority for all members of the Project Team.
- 16.4 The Project Manager acknowledges and agrees that the project manager or project director shall, in the event the Project Manger is retained for the Construction Stage, be at the Project site at least  1 days a week for a total of  4 hours; the On-site Representative shall be at the Project site full time (40 hours a week) during construction (construction period not to exceed ten (10) months).
- 16.5 The Project Manager will at all times remain an independent contractor and is not an agent of, employee of, or a joint venturer with, the Awarding Authority.
- 16.6 Except as provided in the immediately following sentence, the Project Manager will not have the authority to enter into agreements on the Awarding Authority's behalf or otherwise bind the Awarding Authority by its decisions and the Project Manager will not hold itself out as the Awarding Authority's agent. The Project Manager shall act in the capacity of an agent or representative of the Awarding Authority only to the extent as expressly authorized by the terms of this Agreement or as the Awarding Authority may from time to time otherwise expressly authorize the Project Manager in writing.

**ARTICLE 17: CERTIFICATIONS**

- 17.1 The Project Manager certifies that:
1. The wage rates and other costs used to support the Project Manager's compensation are accurate, complete and current at the time of contracting.
  2. The original Agreement price and any additions to the Agreement may be adjusted

within one year of completion of the Agreement to exclude any significant amounts due to inaccurate, incomplete or non-concurrent wage rates or other costs.

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

#### **ARTICLE 18: MISCELLANEOUS**

- 18.1 This Agreement will be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.
- 18.2 If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

- 18.3 This Agreement represents the entire and integrated agreement between the Awarding Authority and the Project Manager and supersedes all prior negotiations, representations or agreements, either written or oral.
- 18.4 This Agreement shall be binding upon and inure to the benefit of the Awarding Authority and its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Project Manager and its permitted successors and permitted assigns. The Project Manager may not assign any right or delegate any obligation hereunder without the Awarding Authority's prior written approval.
- 18.5 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be amended as mutually agreed by the Awarding Authority and the Project Manager to make such insertion or correction.
- 18.6 No employee or official of either the Awarding Authority or the Project Manager shall assume any personal liability pursuant to this Agreement.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

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

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

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

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

PROJECT MANAGER

AWARDING AUTHORITY

TOWN OF MONTAGUE, MA

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

By its: Selectboard

Signature

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

Selectboard

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

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

Town Accountant Signature

\_\_\_\_\_

Town Accountant Printed Name

## ATTACHMENT “A”

### SCOPE OF SERVICES

The selected OPM will be directly responsible to the Town of Montague through its Town Administrator (or designee) and Library Building Steering Committee, and will act in the Town's best interest at every stage of the project. The OPM will be required to manage the Montague Public Library – Main Branch Project using their extensive construction knowledge, proven project management methods, and excellent communication skills. At all times the OPM will operate to the highest professional and ethical standards.

The project services listed below shall be provided by the OPM selected to work for the Town of MONTAGUE to oversee the Montague Public Library – Main Branch Project, however this does not constitute an exhaustive list of every function the OPM should and will perform during the course of the project to manage a successful on-time project.

#### Design Phase

- Perform duties in accordance with Items 1-13 inclusive, as identified in Owner’s Project Managers RFQ, issued by the Town of Montague, revised March 13, 2025, and attached hereto.

#### Additional Responsibilities

- Perform duties in accordance with language described under the heading “Additional Responsibilities” in the narrative on pages 7-8 of the Owner’s Project Managers RFQ, issued by the Town of Montague, revised March 13, 2025, and attached hereto.

Attachment A (Continued)

Montague Scope of Services (From OPM RFQ, Pages 6-8)

floor, restroom, and DVD and adult book collections are not accessible by wheelchair or walker users. Despite the building's restrictions, the library is well-used and circulation mirrors that of larger towns.

The Montague Selectboard is the contracting authority for this project, but has established a Library Building Steering Committee (LBSC) consisting of nine individuals with diverse expertise to oversee execution of the project. The committee's charge, established January 27, 2025, includes responsibility for supporting and facilitating the planning and design phase and, if approved, the construction phase of the Montague main library building project.

The OPM will be expected to work closely with the LBSC and with the Town Administrator, who is also the Town's Chief Procurement Officer, to ensure a successful project. Note that the LBSC will be deeply engaged in all phases of project execution.

## **B. SCOPE OF SERVICES**

Working on behalf of the Town of Montague, the individual, partnership, or firm (hereafter the firm or the Respondent) serving as OPM shall accept responsibilities consistent with those specified in M.G.L. Chapter 149, Section 44 ½ as set forth in Section 13 of the Acts of 2004, and will serve as an advocate for the Town of Montague throughout the planning & design of a new or improved main library at the MPLCP Level of Design (as defined in 605 CMR 6.02).

The OPM's scope of services includes but is not limited to assisting the Town with the procurement, management, and oversight of the Project Architect or Engineer [hereinafter, Designer]. The OPM shall advise and support selection of the Designer that is best suited to the project. The Town of Montague at its sole discretion may choose to retain the OPM for the construction phase of the project. Should the Town decide to retain the OPM for the construction phase, some fees and terms may be renegotiated, but there will be no rebidding.

### **Design**

The Owner's Project Manager's (OPM) responsibilities shall include, but not be limited to, the following services:

1. Review and discuss with the LBSC the building program developed through the Massachusetts Public Library Construction Program application, assessing its specifications and considering implications for the Designer Selection Process. (Download plan at: [Montague Public Libraries Building Program](#))
2. Develop an overall project plan and schedule for review and approval of the LBSC.
3. Meet with building end-users to gain additional insight into design needs and requirements.
4. Assist the LBSC on development of an Owner's Project Requirement document that describes the town's prioritized goals for the project and adheres to MPLCP guidelines, which will inform the design, construction, and commissioning tasks for the building. Among other requirements,

this document will generally conform to templates of the Building Commissioning Association (BCA) and the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE).

5. In consultation with the Library Director and Town Administrator, organize and manage Designer procurement, and support Designer selection and contract negotiations. Procurement will be consistent with applicable law, including but not limited to the Designer Selection Law (M.G.L c. 7C section 58).
6. Oversee and review in-depth the quality and efficiency of design, as well as the Designer's work schedules and cost estimates.
7. Review the Designer's invoices for services rendered and make recommendations for payment.
8. Over the course of design, identify any emerging conflicts between the schematic design, Owners Project Requirements, and requirements for the MPLCP Level of Design, and make recommendations to the Town and the Designer to resolve them.
9. Review the Designer's final schematic plans, evaluations and specifications for: cost effectiveness, constructability issues, operational efficiency, missing items, coordination, and compliance with the requirements of 605 CMR 6.05 (2)(c) and all other applicable laws and regulations.
10. Attend LBSC and other meetings to which the project is presented to represent the interests of the project, coordinate among vendors and/or stakeholders provide technical information, and otherwise support effective communication. This will also include discussing with public boards the status of the project, and progress relative to schedule and budget, and may be expanded to include other meeting types and purposes as required. The specific expectations will be further discussed and agreed upon with the successful applicant.
11. Act as the Town's Agent during the planning & design phase of the project.
12. Oversee the work of the Designer and complete a Designer Evaluation upon completion of the planning & design phase of the project.
13. In general, provide advice and consultation to the LBSC and the Town with respect to design, value engineering, efficiency of operation, scope of work, cost estimating, and scheduling and coordination of all work under the planning & design phase of the project.

### **Additional Responsibilities**

In addition to tasks specific to phase I, the OPM will be responsible for working with the Library Building Steering Committee (LBSC) and Town staff, scheduling the project, attending meetings and taking

minutes, hosting and posting relevant information on a public-facing web site, organizing files and providing status reports to key constituencies, attending to required record-keeping and management, providing process quality control, coordinating and evaluating vendors over the duration of the project, and providing a final archive of relevant records.

Attachment A (Continued)

Downes Construction OPM Scope of Services



## OPM Scope of Services - Attachment A Montague Public Library - Main Branch

Item	Activity
1	Comply with MGL Chapter 149, 44A 1/2 and act as Town Agent
2	Provide advise/consultation with respect to design, VE, SOW, cost estimating, GC and sub prequal, scheduling, construction and selection, negotiation with designer and oversight, GC oversight, ensure control standards for monitoring performance of building project, design and GC evaluations
3	Ensure MPLCP Level of Design – 605 CMR 6.02
4	Support RFQ/selection for designers per MGL 7C Sec 58
5	Develop (with LBSC) Owner Project Requirement (OPR) document – master plan to achieve programing, design, and submission requirements for MPLCP through construction
6	Develop overall project plan and schedule
7	Oversee design, work schedules, and cost estimates
8	Conformance with OPR and design conflict identification / resolution
9	Invoice review/processing
10	Attend LBSC and other town meetings
11	Meeting minutes, host/post website, status reports, record keeping / management, contract evaluations, provide final archive of project records
12	Review program, meet with library staff to refine, apply to MPLCP application
13	Complete designer evaluation
14	Budget tracking for grant, eligible/ineligible cost

Attachment B

Downes Construction Fee Proposal Letter

**OWNER'S PROJECT MANAGER SERVICES**  
**For the Planning and Design of the Montague Public Libraries**  
**Main Branch**  
*Under the direction of the Library Building Steering Committee*



**FEE PROPOSAL 041025**

**Assumed Schedule for purposed of proposal:**

MPLCP Level of Design OPM Services in months:	8
BALANCE OF DESIGN AND BIDDING SERVICES (SD, DD AND CD DESIGN):	Added Services
Construction In Months	Added Services
Closeout In Months	Added Services

**Fees**

PHASE 1 - OPM SERVICES FOR MPLCP LEVEL OF DESIGN	\$	73,006.00
<b>Total OPM Fees Phase 1:</b>	<b>\$</b>	<b>73,006.00</b>

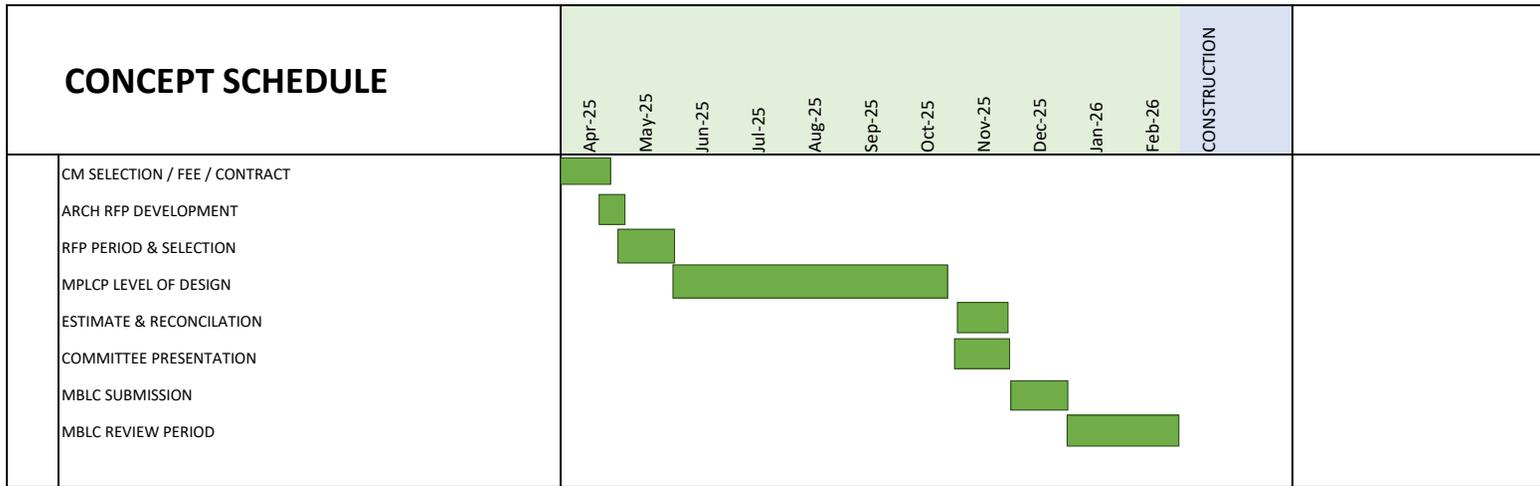
**DRAFT**

**OWNER'S PROJECT MANAGER SERVICES**  
**For the Planning and Design of the Montague Public Libraries**  
**Main Branch**  
*Under the direction of the Library Building Steering Committee*

**MBLC** The Massachusetts Board of Library Commissioners, the state agency responsible for administering the MPLCP. See 605 CMR 6.02: **MPLCP**.

**MPLCP** The Massachusetts Public Library Construction Program, a grant program for public library construction administered by the Massachusetts Board of Library Commissioners.

**MPLCP Level of Design** Drawings and other documents illustrating the general scope, scale and relationship of project components and based on requirements developed under previous phases, or on program requirements as mandated in 605 CMR 6.08(2)(a). For the purpose of this grant program, MPLCP Level of Design will be based on a library building program that must contain the elements mandated in 605 CMR 6.06(6)(c)(1).



<b>STAFF MATRIX</b>		Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	CONSTRUCTION	Hours	Rate	Subtotal
<b>Durations</b>		1	2	3	4	5	6	7	8	8	9	10				
<b>PRECONSTRUCTION</b>		Precon	Const													
<b>PHASE 1 -MPLCP LEVEL OF DESIGN</b>																
PH1	Project Executive	8	8	4	4	4	4	4	8	8	2	2		56	195	\$10,920
PH1	Program Manager	24	52	24	24	24	24	24	40	24	8	8		276	185	\$50,986
PH1	On-Site Construction Program Manager	N/A		0	155	\$0										
PH1	Administrative Support	N/A		0	85	\$0										
PH1	Estimator	N/A	60	N/A	N/A	N/A		60	185	\$11,100						
<b>PHASE 2 - SD, DD, CD, BID/AWARD &amp; CONSTRUCTION</b>																
PH2	PIC															TBD
PH2	Project Executive															TBD
PH2	Program Manager															TBD
PH2	On-Site Construction Program Manager															TBD
PH2	Administrative Support															TBD
PH2	Estimator															TBD
<b>TOTAL PRECONSTRUCTION AND CONSTRUCTION OPM SERVICES</b>														<b>392</b>	<b>Total:</b>	<b>\$73,006</b>