

TOWN OF BARNSTABLE

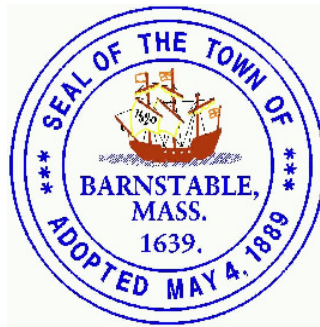
REQUEST FOR PROPOSALS

For

CLERK OF THE WORKS REPRESENTATION SERVICES

For the

**NEW PASSENGER TERMINAL and AIR TRAFFIC
CONTROL TOWER CONSTRUCTION PROJECT**



**Awarding Authority:
Barnstable Municipal Airport Commission**

April 8, 2010

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Barnstable Bid & RFP System (www.town.barnstable.ma.us) for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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I. GENERAL OVERVIEW

A. Introduction

The Purchasing Agent for the Town of Barnstable, on behalf of the Barnstable Municipal Airport Commission, seeks proposals from qualified firms or individuals to provide Clerk of the Works Project Representation Services in relation to the construction of the new Barnstable Municipal Airport Passenger Terminal (Terminal) and Air Traffic Control Tower (ATCT), 480 Barnstable Road, Hyannis, MA. Clerk of the Works services as described in this request for proposals will begin immediately and may continue up to 60 days after occupancy of the facility by the Owner. The Owner anticipates that the need for the contractor to work normal daily work hours and at night and on weekends as necessary at various times during the course of the project. The clerk is required to be present at the site at all times when the contractor is performing work unless previously agreed to by the Owner. The Clerk of the Works will report directly for the Airport Manager.

Requests for proposals may be obtained from the Town of Barnstable Bid & RFP System on the Town's website at www.town.barnstable.ma.us. Please contact the Procurement Office (508) 862-4741, located on the 3rd Floor of the School Administration Building, 230 South Street, Hyannis, MA 02601 for assistance. The deadline for submission is Tuesday, May 11, 2010 at 2:00 p.m. to be delivered to the Procurement Office at the same location listed hereinabove.

Arrangements may be made in advance to review project documents, plans and specifications by calling the Barnstable Municipal Airport, Airport Manager (508) 775-2020. Documents can be viewed at this location. The Town of Barnstable reserves the right to reject any or all proposals. Note: All questions pertaining to this RFP must be submitted in writing to the Purchasing Agent (see contact info, Section IV.B).

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of MGL Ch. 30B and this Request for Proposals (RFP). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

The "Awarding Authority" will be the Town of Barnstable, acting by and through the Purchasing Agent and the Barnstable Municipal Airport Commission. The Scope of Services listed under Article IV. B, this RFP, any published addenda to the RFP and the Proposer's Response will become part of the Contract between the Town of Barnstable and the successful proposer.

The Town of Barnstable, located on Cape Cod, was incorporated in 1639. The Town has an annual year-round population of over 48,000 (2000 Census) and approximately 125,000 - 150,000 seasonal residents. The average per capita income of the residents of Barnstable is \$46,811 (2000 Census). Of the residents over age 25, approximately 88.7% have a high school degree, and 28.1% have a bachelor's degree or greater. The Town encompasses an area of 64.1 square miles and consists of seven distinct villages: Barnstable, Centerville, Cotuit, Hyannis, Marstons Mills, Osterville, and West Barnstable. It serves as the County Seat for Barnstable County. The Town of Barnstable

is located approximately 65 miles southerly from Boston and approximately 75 miles easterly from Providence.

The Town of Barnstable serves as the commercial center for Cape Cod. It houses the main hospital, regional social service agencies, the superior court, county jail, and the regional shopping mall to name a few. The Town functions under a Council-Manager form of government, with a charter-supported strong Manager, and thirteen Town Councilors elected by precinct. The Barnstable Town Council is the legislative and policy-making branch of the Town government. The Town Manager develops policies and ordinances for adoption by the Town Council and the Council then enacts policies and ordinances, which it believes promote and enhance the general welfare of the Town.

B. Background – The Project

The Barnstable Municipal Airport Commission (Owner) has started the process to replace the existing passenger terminal building and air traffic control tower at the Barnstable Municipal Airport. The proposed improvements also include landside revisions to the existing configuration.

This project includes the construction for a new terminal building of approximately 35,000 gross square feet located at the existing Barnstable Municipal Airport adjacent to the existing airport terminal building; and the construction of a new air traffic control tower consisting of a tower approximately 85 feet tall and about 5,000 gross square feet adjacent to the existing ATCT. The existing airport terminal is approximately 22,000 gross square feet, and the existing ATCT is approximately 8,000 gross square feet and 67 feet tall, both are operationally inefficient, and will be demolished as part of this project. The new buildings will be designed to meet the new security requirements including passenger screening, baggage screening, access control, and additional FAA security requirements particular to ATCT's. The new terminal is anticipated to have a basement, ground floor, and second floor, with a maximum height of thirty-five feet. The terminal will accommodate public circulation, ticketing facilities, baggage claim, airport management offices, airline offices, baggage make-up facilities, passenger and baggage screening areas, a gift shop, a restaurant, Transportation Security Administration (TSA) offices, and secure/non-secure holding rooms. The ATCT is anticipated to have a total of six levels, including the cab, with a maximum height of approximately 85 feet, and will accommodate FAA contract tower operations and communications requirements.

The new terminal will be configured in a linear fashion. The primarily single-level facility is highlighted by a distinctive, prominently arched metal roof, reminiscent of old military aircraft hangars in the Cape Region. An upper level office space has been planned for the area directly below the large arched roof. The terminal and ATCT will be designed so as to meet the design and environmental criteria required by the Cape Cod Commission as well as the FAA, MAC, and TSA and are anticipated to be constructed to be as environmentally efficient as possible, including minimum LEEDs certification if budgeting is available. The existing landside access roadway system and existing buildings shall be reconfigured and removed, respectively, as a result of the new terminal and ATCT alignment. The project will include a new airport circulation roadway, new drop-off and pick-up lanes in front of the terminal, general reconfiguration of the existing

parking lots, new long-term auto parking lots, new consolidated car rental parking spaces, and provisions for FAA/Official parking spaces.

The existing terminal and ATCT will remain fully operational throughout the course of construction, with demolition occurring after the completion, FAA certification of the ATCT, and occupancy of the new terminal and ATCT.

The Construction Manager at Risk for this project is Suffolk Construction, Inc. The architect for the terminal is AECOM, the architect/designer for the ATCT is CTBX Aviation, and the Owner's Project Manager is Jacobs Engineering. Total construction cost for the terminal is estimated at \$15,300,000; and the current total construction cost for the ATCT is estimated at \$3,350,000 and both are anticipated to commence construction in July and/or August 2010 and be completed in approximately 56 weeks.

II. GENERAL REQUIREMENTS

A. Key Project Dates and Schedule

The following is a tentative schedule noting target dates for phases and tasks to be completed.

April 8, 2010	RFP available on the Town website at www.town.barnstable.ma.us , Bid & RFP System.
April 12, 2010	Advertise in the Cape Cod Times
April 21, 2010	Advertise in the Goods & Services Bulletin
May 3, 2010	Last Day for questions to the Purchasing Agent
May 11, 2010	2:00 PM: Responses to RFP due at, Purchasing Agent's Office
week of 5/24/10	Interview qualified respondents
week 5/31/10	Make recommendation to Town Manager, issue contract
July 1, 2010	Approximate Date to Commence Services

SECTION III. PROPOSAL INSTRUCTIONS

A. Instructions to Proposers

1. The Town of Barnstable may cancel this RFP, in whole or in part, or may reject all Proposals, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town, or if it is otherwise in the best interest of the Town of Barnstable.
2. The Town of Barnstable may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and

technical organization, and the financial resources adequate to successfully perform the necessary work.

3. Required forms are provided by the Awarding Authority in the Attachments. All Proposals shall be in ink or typewritten and must be presented in an organized and clear manner. Proposals shall be submitted in accordance with Section VI, Proposal Submission Requirements.
4. Questions or clarifications rising from these documents shall be submitted to the Purchasing Agent in writing. They must be submitted in accordance with Section II "Key Project Dates and Schedule".
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposals by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the Proposal as being unresponsive.
6. The proposer shall sign the Proposal correctly in ink; or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the Proposal will sign the document.
7. Proposers may correct, modify or withdraw the original Proposals on or before the date and time as stated in the "Legal Advertisement" (See Attachment "E.") Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. Any late correction or modification to the Proposal will not be accepted. A proposer who wishes to withdraw a Proposal must make a request in writing.
8. Any Contract resulting from this RFP shall be awarded to the proposer. Proposers may correct, modify or withdraw the original Proposals on or before the date and time as stated in the "Legal Advertisement" (See Attachment "E.") Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. Any late correction or modification to the Proposal will not be accepted. A proposer who wishes to withdraw a Proposal must make a request in writing.
9. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her Proposal.
10. It is understood that the proposer's Proposal to the Town of Barnstable to provide said services and products will remain valid for 90 days past the submission deadline. At the Town's sole discretion, the successful proposer's Proposal shall be attached thereto and become a part of the contractual Contract between the Town of Barnstable and the proposer the same as though therein written out in full.
11. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over these services shall apply to the Contract throughout, and they shall be deemed to be included in the contractual Contract the same as though herein written out in full.
12. It is understood that the proposer has submitted the Proposal in good faith and without collusion or fraud with any other individuals, firms, or corporations in creating the Proposal to subvert the market process. See attached Certificate of Non-Collusion (Attachment "C") and other required Proposal forms.

13. All costs involved in preparing the Proposal will be borne by the proposer; the Town of Barnstable will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
14. All responses are to include a statement that the Proposal is in accordance with this Request for Proposals and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
15. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the Awarding Authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The Awarding Authority's decision or judgment on these matters shall be final, conclusive and binding.
16. Any Proposal received after the due date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened Proposals will be returned to the proposer.
17. The evaluation of the Non-Price Proposals will be conducted by the RFP Evaluation Committee appointed by the Airport Commission. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
18. The Non-Price Proposals will be opened on the date and at the time stated in the "Legal Advertisement" and the name of the person or organization submitting a Proposal will be read and recorded. The contents of all Proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of Proposals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals will be opened only after the evaluation has been completed and of whose Proposal is deemed to be the most Highly Advantageous to the Town of Barnstable. The RFP Evaluation Committee will be the sole judge in determining whether a proposer's Proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. Any Contract resulting from this RFP shall be awarded to the proposer, assuming successful fee negotiations, the selected proposer will be under Contract to the Town of Barnstable per the attached sample Contract (see Attachment "A").
19. Response to this Request for Proposals acknowledges the proposer's acceptance of all sections and requirements of this document. The proposer's response to the Request for Proposal will be incorporated within the Contract. If the proposer's Proposal does not comply with the requirements of this Request for Proposals, or if an item is not understood in any way, a copy of that section of the Request for Proposals must then be included in the Proposal and all its copies clearly stating the deviation, additions, or other comments.
20. Services provided by the successful proposer shall be rendered through the Town of Barnstable's standard Contract for consultant/contractor services; the successful proposer will not be considered an employee of the Town and will not receive any benefits of an employee.

B. Questions and Clarifications

Questions requiring clarification shall be submitted in writing or faxed to the Purchasing Agent prior to the deadline stated in Section II, Key Project Dates and Schedule, in order to afford the Town of Barnstable adequate time to respond with a correction or additional information prior to the deadline for submission of Proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the Contract. Those who have received a copy of the RFP will be notified of such changes.

C. Notification of Award

All proposers will be notified of the selection decision within 60 days of the date Proposals are due to the Town of Barnstable unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the proposer agrees to extend the period of time in which the Proposal is valid.

D. Contract

This Request for Proposals, as well as the selected Contractor's Proposal, and any addenda to that RFP will become part of the final Contract. See Attachment "A" for sample Contract. Please note that the sample attached does not include all of the additional terms and conditions between an owner and architect. Additional contract terms will be forwarded in the form of an agreement between an owner and architect similar to an AIA agreement via addendum to this RFQ.

The Contract shall be subject to **Force Majeure** considerations as outlined in Article 15, **Force Majeure**, of the sample Contract (Attachment "A").

The Town shall have the right to terminate this Agreement in accordance with the provisions of Article 16, **Termination, No Award**, of the sample Contract (Attachment "A").

E. Insurance Requirements

See Article 19, **Insurance and Performance Bond**, of the sample Contract for required insurance coverage and limits (Attachment "A"). Insurance MUST be obtained and purchased by the Clerk of the Works in accordance with the insurance requirements contained herein and should be included in the all inclusive hourly rate.

F. Monitoring

On a regular basis, appropriate members of the Town of Barnstable may review the Contractor's performance and inform the Contractor if there are any issues associated with the service provided by the Contractor.

G. Interview

After their review of the individual's qualifications, the RFP Evaluation Committee will interview the consultants that meet the minimum requirements. Proposers whose submittals are determined to be not advantageous or that did not meet the minimum requirements will not be interviewed.

In accordance with those interviews, the RFP Evaluation Committee will then rank those finalists and make a recommendation of award to the Barnstable Municipal Airport Commission (BMAC) as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services. If the BMAC, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the BMAC, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the BMAC.

Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded Contractor or any other candidate asked to be interviewed. The Town of Barnstable reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

H. Licenses and Permits

Construction Supervisor license or other professional architectural or engineering license is preferred. The proposer is responsible for attaining and holding in good standing all relevant permits, licenses and certificates associated with the completion of these services, as applicable. Evidence of these requirements is to be made part of the Proposal. If a permit is not currently held or the application process is pending, the proposer should indicate such. The Town of Barnstable reserves the sole right to decide if the Contract may be awarded to the successful proposer despite the failure to produce the actual permits or copies thereof. Licenses and permits must be held in force throughout the terms of the services as contracted. See Section IV, Proposal Requirements, and IV.B, Scope of Services, for additional information.

I. Security Qualifications

All applicants must apply for and be approved to receive an airport AOA (Air Operation Area) access ID. Applicants must appear in person at the Airport Security Office to apply for the ID no less than seven (7) business days prior to requiring access. When applying, applicants must bring a valid driver's license along with one of the following: valid U.S. Passport; original U.S. birth certificate or for non-U.S. Citizens, a current U.S. Work Authorization Card or valid Permanent Resident card. Once approved, applicants must attend security training and pay a \$20.00 ID fee and then they shall receive their ID. Access privilege is based on security regulation compliance and may be revoked for any violations. All ID badges issued shall be returned immediately upon completion of the project. Failure to return ID badges may result in TSA or State Police action.

J. Miscellaneous Information

A detailed resume must accompany your proposal, along with work references for the position(s) held in the past five (5) years plus personal references, minimum of five.

All information acquired by the Proposer from the Town of Barnstable, or from others at the expense of the Town, in performance of the Contract, shall be and remains the property of the Town. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or

acquired by the proposer for delivery to the Town shall be and will remain the property of the Town of Barnstable.

The Proposer agrees that he will use this information only as required in the performance of this Contract and will not, before or after the completion of this Contract, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town of Barnstable.

K. Minority or Woman Business Enterprise Participation

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the Request for Proposals (RFP). For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is still certified at the time the contractor's Proposal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at (617) 727-8692.

The Town of Barnstable will require contractors and subcontractors involved in local municipal projects to abide by the Equal Employment Opportunity Anti-Discrimination Program guidelines below, which form a part of the Contract generating from this RFP.

EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

During the performance of this contract, the Contractor and all of his/her Sub-Contractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

See MGL Chapter 7, Section 40N regarding an affirmative marketing program for state-assisted local projects, and the Town of Barnstable's Minority or Women Business Enterprise Participation programs for additional D/M/WBE requirements.

The contractor by signing the Contract offered by the Town of Barnstable agrees to abide by the above paragraphs to the best of his/her ability.

SECTION IV. PROPOSAL REQUIREMENTS

A. Minimum Requirements

The RFP Evaluation Committee shall reject Proposals which do not meet the following certain minimum requirements:

1. Submitting individual must have a minimum of Ten (10) years experience during which time the proposer must have provided Clerk of the Works or Project Management services for at least five other public sector projects of similar size and scope. Must include detailed resume documenting the required experience with your proposal. Airport construction oversight experience is preferred.
2. Demonstrated knowledge of the principles and practices of building construction; thorough knowledge of construction materials; the ability and skill to interpret the construction plans; the ability to prepare clear, sound, accurate and informative reports; the ability to plan, organize, supervise, and review the work of architect's and building contractors.
3. Availability to provide the services described for the planned construction period.
4. Not be debarred under M.G.L., chapter 149, section 44C, or disqualified under M.G.L., chapter 7, section 38H, as applicable.
5. All Proposals shall be submitted to the Purchasing Agent as stated in the "Legal Advertisement"- Attachment "E". Each Proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Price Proposals must be submitted in a separate, sealed envelope from the sealed technical Proposal. Proposer must use the Price Submittal form, attachment "B". Please note: No element of the pricing proposal may be contained in the technical proposal submittal.
6. The Proposal must be received by the Purchasing Agent before the deadline for receipt of Proposals indicated in Section II, Key Project Dates and Schedule, and must be complete (must include or address all items specified in Section VI – Proposal Submission Requirements). The proposer is responsible to make sure that their proposal submittal is received at the proper location as stated herein before the due date and time. Do not rely upon stated delivery times from contracted package delivery services. Proposals delivered after the proposal response deadline will be refused.
7. The proposer must have signed the Certificate of Non-Collusion (Attachment "C") and the State Taxes Certification Clause (Attachment "D"), and all other required Proposal forms and shall include them in the Proposal package.

8. All responses are to include a statement that the Proposal is in accordance with this Request for Proposals and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

B. Technical Scope of Services

The firm/individual hired to provide Clerk of the Works services shall execute an agreement with the Owner to perform the following duties in relation to the project and any other reasonable duties requested:

1. General Knowledge, Ability, and Skill Required:

- a. Familiarity with Massachusetts General Laws Chapter 30B, 149 and 7 as they relate to construction and procurement.
- b. Knowledge of the materials and methods of building construction.
- c. Ability to read and interpret blueprints, drawings, and plans.
- d. Ability to communicate effectively both orally and in writing.
- e. Proficient in Microsoft Project, Excel, Word and Outlook.
- f. Knowledge of the Massachusetts Building Code as may be amended.

2. Specific Duties:

- a. Explain contract documents: Assist the Contractor via the Contractor's Superintendent to understand the intent of the contract documents, and act as liaison between the Architect and the Contractor to address contract clarification issues and assist the Owner's Project Manager.
- b. Observations: Be present and maintain daily progress reports regarding on site observations, working conditions, work completed, materials delivered, personnel on site etc. Monitor the continuous inspection of workmanship, materials and methods. Inspects and monitor the storage of all materials going into the project.
- c. Additional Information: Obtain from the Architect additional details or information if and when needed at the job site for proper execution of the work. Provide various unions with information regarding certified payrolls and any other related information related to the Massachusetts General Laws. Review and accept the submitted certified payrolls weekly.
- d. Modifications: Consider and evaluate suggestions of modifications which may be submitted by the contractor to the Architect and report them with recommendations to the Owner's Project Manager for final decision.
- e. Construction Schedule and Completion: Be alert to the completion date and to any conditions that may cause delay in completion of the work and report the conditions to the Architect. When construction work has been

completed in accordance with the contract documents, advise the architect that the work is ready for general inspection and acceptance.

- f. Liaison: Maintain an effective working relationship with the Contractor and all sub-contractors on the job through the Contractor's job superintendent and with the Architect and the Owner's Project Manager.
- g. Job Conferences and Meetings: Attend document and report to the Architect, Owner's Project Manager and/or Airport Management, on all required conferences and meetings held at the job site and attend other meetings as may be required by the Owner. This includes the pre-construction and closeout meetings.
- h. Observe Tests: See that all tests, required by the contract documents, are actually conducted, observed and recorded. Report to the Architect and the Owner's Project Manager all details relative to the test procedures and results. Advise the Architect's office and the Owner's Project Manager in advance of all tests to be conducted. Verify testing invoices to be paid by the Owner.
- i. Inspection by Others: In the event a local, state or federal agency inspector, with jurisdiction over the project visits the job site, the Clerk of the Works shall accompany the inspector during the inspection, record the inspector's findings and report the findings to the Architect and Owner's Project Manager.
- j. Samples: Receive samples which are required to be furnished at the job site; record date received and from whom; notify the architect of their readiness for examination; record architect's approval or rejection; and maintain custody of approved samples.
- k. Records:
 - 1. Maintain a complete set of records at the job site. These records include but are not limited to (a) correspondences, (b) reports of job conferences, (c) shop drawings, (d) reproductions of original contract documents, including all addenda, change orders and additional drawings issued subsequent to awarding the contract, and photographs of key construction elements. The records are to be kept current and filed in an orderly manner at all times.
 - 2. Keep a daily diary in a bound logbook. Record information on the progress of work, hours on the job site for Contractor and for Clerk of the Works, weather conditions, visiting officials and jurisdiction, daily construction activities, decisions regarding the work, general

observations, and specific observations in more detail where appropriate as in the case of observing test procedures. (See Owner's Project Manager for Form)

3. Prepare and maintain a current list of contact names, addresses and telephone numbers for all contractors, sub-contractors, inspection agencies, Architect's representatives, Consultants and Owner's representative.
 4. Submit detailed written weekly reports to the Owner's Project Manager.
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- l. Shop Drawings: Advise the contractor, make note of and report immediately to the Architect of the proposed installation of any material and equipment for which shop drawings are required and for which such drawings have not been duly approved and issued by the Architect.
 - m. Record Drawings: Periodically inspect the Contractor's record drawings and notify the Architect and Owner's Project Manager of any failure by the contractor to maintain up-to-date records.
 - n. Contractor's Requisitions for Payment: Review with all concerned the requisitions for payment as submitted by the Contractor and forward them with recommendations to the Architect and Owner's Project Manager for disposition. Approve and initial final submission to the Owner's Project Manager for payment processing.
 - o. List of Items for Correction: At the time of Substantial Completion, assist the Architect in making a list of items for correction before Final Inspection and check each item as it is corrected. Submit a copy of the list with items completed to date to the Architect and to Owner's Project Manager on a weekly basis.
 - p. Owner's Occupancy of the Building: If the owner occupies (to any degree) any portion of the project prior to actual completion of the work by the Contractor, be especially alert to possibilities of claims for damage to completed work prior to the acceptance of the building.
 - q. Guarantees, Certificates, Maintenance and Operation Manual: During the course of the work, collect guarantees, warranties, key schedules, certificates and maintenance operational manuals and at the acceptance of the project, assemble this material and deliver it to the Architect for forwarding to the Owner's Project Manager.

- r. Other duties and responsibilities: Observe the progress and quality of the Work as is reasonably necessary at each stage of construction to determine in general that it is proceeding in accordance with the Contract Documents. Notify the Architect and the Owner's Project Manager immediately if, in the Clerk of the Work's opinion, the Work does not conform to the Contract Documents or requires special inspection or testing.
- s. This individual will be stationed at the job site trailer office of the Owner's Project Manager at the site of the new Barnstable Municipal Airport Terminal, 480 Barnstable Road in Hyannis, 40 hours per week, for approximately 16 months or as modified by the OPM and will be under the direct supervision of the Owner's Project Manager thru Airport Management.

Job Responsibilities:

The following job responsibilities are assigned to the Clerk of the Works:

- a. Major Responsibilities:
 - 1. To ensure contractor complies with all design specifications.
 - 2. To keep the Owner's Project Manager and Airport Management informed about the construction project.
 - 3. To serve as the Owner's spokesperson on the job site when directed by the Owner's Project Manager.
- b. General Duties and Responsibilities
 - 1. Maintain an effective working relationship with the Owner, Owner's Project Manager, Architects, Consultants and Contractors.
 - 2. Become familiar with all aspects of project design and related documents.
 - 3. Provide the Owner's Project Manager and Airport Management with an assessment and progress at all phases of the construction project.
 - 4. Observe construction work for conformance to design plans and documents.
 - 5. Monitor construction and related schedules.
 - 6. Maintain a presence at the work site and attend all construction related meetings.
 - 7. Attend public and staff meetings as needed.
 - 8. Coordinate with appropriate town personnel regarding security, owner resources, utilities, access to facilities and other pertinent issues as they arise.
 - 9. Solicit technical advice from appropriate consultants as needed.
 - 10. Review requests for payments, change orders and product substitutes, and forward recommendations to the Owner's Project Manager, with copies to the Architect.

11. Monitor startup, commissioning and check-out procedures for all equipment and systems.
12. Perform such other duties as may be assigned by the Owner's Project Manager or Airport Management.
13. Be knowledgeable and capable in the use of computers, including MS Word, Excel, Project, and Outlook.

Timing:

The deadline for submission of proposals is May 11, 2010, at 2:00 p.m., at the Purchasing Agent's Office, 3rd Floor, 230 South Street, Hyannis, MA 02601. The Town of Barnstable expects to select and contract with a firm/individual to provide the requested services as soon thereafter as possible but in no event later than thirty (30) days.

Work Schedule:

The work schedule is normally expected to be approximately a 40 hour week for approximately 16 months; however, the Town reserves the right to reasonably adjust the amount of hours as the construction schedule dictates. Work schedule to be defined by AIRPORT Management and direct supervision.

Contract Term:

The contract is to commence approximately July 1, 2010 and continue until 60 days after occupancy by the Owner, subject to the appropriation of funding for these services.

Contract Start Date:

Approximately on or about July 1, 2010.

Compensation:

Proposer is to submit an hourly rate on the attached Price Proposal Submittal Sheet, Attachment "B". Work will be compensated on a straight hourly rate only.

Reimbursable Expenses:

The allowable reimbursable expenses allowed under this contract are as follows:

1. Mileage for use of personal vehicle for approved business purposes during work hours at municipal rate (currently \$.505/mile)

Payment:

Monthly invoices to be submitted including a detailed breakdown of hours. (More frequent invoicing schedule may be negotiated, if desired). Total billable hours may not exceed the total "not to exceed value" of this contract.

Work Space:

There will be a work area provided at the job site along with a desk, computer and telephone.

C. ADDITIONAL NARRATIVE INFORMATION

1. Summarize what you believe you offer that is unique from other individuals in this field.
2. Provide at least five (5) most recent references with contact phone numbers from other municipalities or past employers for previous employment references whereby similar work has been done.

D. MISCELLANEOUS REQUIREMENTS

Specific goals and objectives will be established between AIRPORT supervision and the successful proposer.

SECTION V. SELECTION PROCEDURES

A. PROCESS

The evaluation process will include each proposal being reviewed by appointed RFP Evaluation committee. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon those criteria, will assign an overall rating to each. Each of the criterion may contain ratings of:

- Unacceptable
- Acceptable
- Not Advantageous
- Advantageous
- Highly Advantageous

An “Unacceptable” rating in any of the criterions may eliminate the proposal from further consideration.

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town's needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.

1. Minimum Requirements: Vendors must meet the minimum requirements as specified in Section IV - A.

The following criteria will be used in the evaluation of the individual regarding the Technical or Non-Price Proposal in order to be placed on the short list for an interview with the Selection Committee.

Comparative Evaluation Criteria

2. Job experience in providing clerk of the work or project management services as defined in RFP. (Documentation is required)

Not Acceptable – Less than ten (10) years experience in providing similar services.

Advantageous – Ten (10) or more, but less than fifteen (15) years of experience in providing similar services.

Highly Advantageous – More than fifteen (15) years of experience in providing similar services.

3. Municipal experience as defined in RFP (Documentation required)

Not Acceptable – Experience in providing similar services for less than three (3) similarly sized municipal projects.

Advantageous – Experience in providing similar services for three (3) or more, but less than eight (5) similarly sized municipal projects.

Highly Advantageous – Experience in providing similar services for more than five (5) similarly sized municipal projects.

4. Knowledge, Ability, and Skill required per technical scope of services for the actual individual to perform the work (Per Section IV. B – please address in detail in your proposal submittal).

Unacceptable – Proposal does not demonstrate the proposer as having required knowledge, ability, and skill.

Advantageous - Proposal was adequate and demonstrates the proposer as having the required knowledge, ability, and skill required.

Highly Advantageous - Proposal was very thorough and demonstrates the proposer as far exceeding the required knowledge, ability and skill required.

5. Availability to commence contracted services:

Not Advantageous – Proposer cannot start contracted services by July 1, 2010.

Advantageous – Proposer can start contracted services on July 1, 2010.

Highly Advantageous – Proposer can start immediately upon notification of award.

6. Staffing – Name and qualifications of person to be assigned as project representative, as evidenced by a resume.

Unacceptable - No resume provided.

Not Advantageous - The resume provided is vague and does not provide enough information for the Town to determine if the individual will be able to provide the specified services.

Advantageous - The resume provided is adequate and provides enough information for the Town to determine if the individual will be able to provide the specified services at an acceptable level.

Highly Advantageous - The resume provided is detailed and indicates that the individual is highly qualified and experienced in performing these types of services.

7. Approach to project representation including methods used to organize workflow, documents, reporting and communications with all parties.

Not Advantageous – Proposal did not include approach.

Advantageous – Proposal included approach to project representation including methods used to organize workflow, documents, reporting and communications with all parties that would adequately meet the Town’s needs.

Highly Advantageous - Proposal included approach to project representation including methods used to organize workflow, documents, reporting and communications with all parties that would exceed the Town’s needs.

8. Demonstrated familiarity with the Town’s project, the type of project and its management team.

Unacceptable – Proposal did not indicate any familiarity with this project and its management team.

Advantageous - Proposal indicated a general familiarity with this project and its management team.

Highly Advantageous - Proposal indicated a detailed familiarity with this project and its management team.

9. Construction Supervisor or other Professional Architectural or Engineering License is preferred.

Not Advantageous – Proposed individual is not a licensed Construction Supervisor nor has a Professional Architectural or Engineering License.

Advantageous - Proposed individual has a licensed Construction Supervisor License.

Highly Advantageous - Proposed individual has as a Professional Architectural or Engineering License.

8. General impression of proposal

Unacceptable – Evaluator could not determine proposers ability to provide services required from information submitted in proposal.

Advantageous - Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the Town but was not overly impressed by proposals expression of ability. Demonstrated ability to communicate well.

Highly Advantageous - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town. Team is completely convinced about the proposer’s ability to provide the contracted services as required by the Town. . Demonstrated ability to communicate and work with others well.

References will be checked and factored in to the overall evaluation.

SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

Two sealed envelopes containing an original and six (6) copies of the non-price proposal submittal marked:

“Non Price Proposal – AIRPORT Clerk of the Works for Terminal and ATCT”

and one containing an original and one copy of the price proposal marked:

“Price Proposal – Clerk of the Works for Terminal and ATCT”

must be received per the time frame outlined in the legal advertisement- (Attachment “D”).

The Proposal submittals will be accepted until **2:00 p.m., May 11, 2010**. They shall be delivered to the Purchasing Agent’s Office, 230 South Street, 3rd Floor, Hyannis, MA. 02601. It is the sole responsibility of the proposer to insure that the proposal submittal arrives on time and at the designated place. Place your name on the outside of each envelope.

Within your proposal submittal, please provide each of the following items and clearly structure and label your Proposal submittal

1. Letter of interest signed by proposer. Acknowledge any addenda, if any, and include a statement that the Proposal is in accordance with this RFP, and that the Proposer understands all sections and provisions therein. Any exceptions must be clearly stated.
2. Submission of all information requested to meet Minimum Requirement per Section IV.A. and Price proposal (within separate sealed envelope).
3. Certificate of Non-Collusion (Attachment "C"), State Taxes Certification Clause (Attachment "D"), and other required forms.
4. Appropriate certificates of insurance or letter from insurance agent confirming eligibility for required insurance.
5. Resume and references.
6. Any other information that the Proposer considers relevant for the purpose of evaluating its proposals for the Project.

B. CONTACT INFORMATION

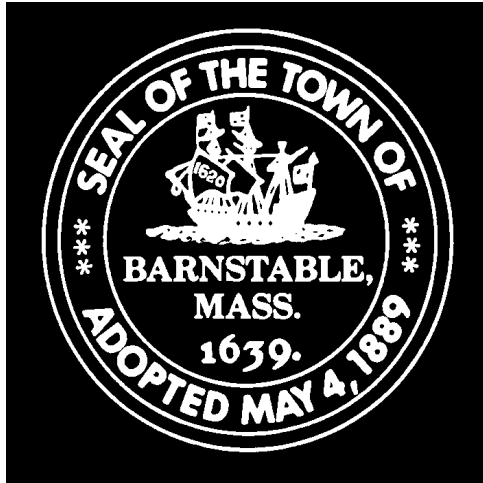
Clarification and interpretations of this Request for Proposals must be requested in writing. Responses shall be likewise furnished. See key dates listed in Article II.A for last day to submit questions. After that day no requests or questions will be accepted. Please contact the Town of Barnstable for clarification of this Request for Proposal, direct all inquiries to:

Johanna F. Boucher, Purchasing Agent
230 South Street
Hyannis, MA 02601
Phone. (508) 862-4741, Fax: (508) 862-4717
Email: johanna.boucher@town.barnstable.ma.us
Business Hours: 8:00 a.m. – 4:00 p.m. Monday through Friday

Note: Email preferred method of contact

Drawings and specifications of the project are available for viewing at:

Barnstable Municipal Airport
Airport Manager's Office
2nd Floor
480 Barnstable Road
Hyannis, MA 02601
Call for Appointment 508-775-2020



**ATTACHMENT A
SAMPLE CONTRACT**

Owner-Consultant Contract

**CLERK OF THE WORKS
BARNSTABLE MUNICIPAL AIRPORT NEW PASSENGER
TERMINAL AND AIR TRAFFIC CONTROL TOWER
CONSTRUCTION PROJECT**

**TOWN OF BARNSTABLE
BARNSTABLE MUNICIPAL AIRPORT COMMISSION**

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The AGREEMENT made this _____ day of _____, 2010 by and between the Town of Barnstable, Massachusetts, hereinafter referred to as the “Town”, and NAME OF CONTRACTOR, with legal address and principal place of business at ADDRESS OF CONTRACTOR, hereinafter referred to as the “Contractor.”

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the Town, the Contractor hereby agrees with the Town to provide services based on agreed hourly rate of \$_____ as specified in this Contract for a not to exceed total contract value of _____, as specified; and the Contractor provide contracted services in accordance with and as defined in the following, and which are made a part hereof and collectively evidence and constitute the Contract:

1. Scope of Services – Per Request for Proposal
2. Price Proposal – Attachment B

This Agreement constitutes the entire Contract and there are no Agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally, and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

NOW, THEREFORE, the Contractor, for the compensation set forth, agrees to furnish professional services to the Town for Clerk of the Works Representation Services, in accordance with the following requirements. The Contractor shall coordinate all efforts through the Barnstable Municipal Airport Commission.

ARTICLE 1: DEFINITION OF TERMS

1. GENERAL LAWS -- The General Laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.
2. TOWN – The Town of Barnstable or its representative who is duly authorized to act in the execution of the work covered by this contract.
3. AIRPORT MANAGER -- The Airport Manager , or his authorized representative.
4. PROJECT -- The services to be provided as specified in the Scope of Services – **(Per Section IV.B of the Request for Proposal)**
5. CONTRACTOR -- The person performing services under this agreement.
6. PRINCIPALS -- RESERVED.

7. APPROVAL OF THE AIRPORT MANAGER – A written communication from the Airport Manager, or his authorized representative, to the Contractor expressing the Town of Barnstable approval of services or documents prepared by the Contractor, which communication in no way relieves the Contractor from responsibilities under this contract.
8. NOTICE TO PROCEED – A written communication by the Town, customarily which constitutes an essential condition of this contract, authorizing the Contractor to perform the services for the project task to which such notice shall relate.
9. SUBMITTAL DATES - Those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
10. OWNER’S PROJECT MANAGER -The Town's representative responsible for overseeing the Contractor’s compliance with this contract is the Owner’s Project Manager.
11. FOREMAN/PROJECT MANAGER - The on-site representative of the Contractor.
12. CONTRACT DRAWINGS - Graphical representation of the projects components.

ARTICLE 2: RESPONSIBILITIES OF THE TOWN

1. The Town is the owner of the Facilities related to this contract. The Town administers this contract to ensure that the project meets the Town's needs and conforms to the guidelines and standards supplied by the Town.
2. The Town shall, without unreasonable delay, render all approvals required by this contract in writing to the Contractor, or shall notify the Contractor in writing why such approvals are being withheld. The Town shall not unreasonably withhold any approval, acceptance, or consent required under this contract.
3. For satisfactory performance of all services required in this contract, the Town shall compensate the Contractor in accordance with the provisions of Articles 11 through 15.
4. The Town shall furnish to the Contractor available data as indicated in the Scope of Services (**per Section IV.B of the RFP**). All such data and any other data provided to the Contractor by the Town shall remain the property of the Town of Barnstable. The Contractor may use all data provided by the Town only for the purposes of this Contract, unless the Town gives the Contractor specific written permission for some other use.

5. The Town does not guarantee nor does it make any express or implied warranties concerning the accuracy of information furnished and the Contractor must satisfy himself as to the correctness of data, except in instances where the Town makes specific written exceptions. The Contractor shall, within the fee, analyze and evaluate the information furnished by the Town.

ARTICLE 3: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED

1. The Contractor shall perform the services in accordance with the scope of services set forth in **Section IV.B of the RFP**. The Contractor shall be responsible for the professional and technical accuracy and the coordination of all reports, estimates and other work furnished by him or his subcontractors. Because time is of the essence, the Contractor shall provide the necessary staff to complete the services required under this contract in a continuous and expeditious manner, and shall meet the approved schedule and submittal dates established during the course of this contract.
2. The Contractor shall furnish appropriate competent services for each of the Tasks/Parts to the point where detail checking or reviewing by the Town will not be necessary. The Contractor, with the written approval of the Town, which shall not be unreasonably withheld, shall be permitted to determine materials, equipment, component systems and types of services to be included in the project. The decision of the Town shall be final in matters pertaining to this paragraph, but the Contractor shall not be responsible for any such decision which is inconsistent with generally accepted standards of professional practice.
3. The Town's review, approval or acceptance of, or payment for, any of the services furnished shall not be construed as a waiver of any rights under the contract or of any cause of action arising out of the performance of the contract.

ARTICLE 4: PROJECT PERMITTING AND APPROVALS

1. The Contractor warrants that his services will conform to all applicable federal, state, and local laws, regulations, ordinances, and by-laws.
2. The Contractor shall be responsible for compliance with the permitting requirements as indicated in the Scope of Services (**per Section IV.B of the RFP**).

ARTICLE 5: CONTRACTORS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

1. The Contractor shall not employ Subcontractors, sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval of and written consent of the Town. The Town shall not unreasonably withhold

such approval. The Town may rescind this consent if a subcontractor is incompetent, irresponsible or otherwise unsatisfactory, and the Contractor shall remove such subcontractor from the work. The Town's written consent shall not in any way relieve the Contractor from his responsibility for the work or materials furnished.

2. When the Contractor receives payment from the Town, the Contractor shall within 14 calendar days make payment to each subcontractor whose work was included in the work for which such payment was received from the Town. The Town shall have the contractual right to investigate any breach of a subcontractor's contract and to take corrective measures necessary for the best interest of the Town.

ARTICLE 6: PHOTOGRAPHS, SPECIAL CONTRACTORS' SERVICES - RESERVED.

ARTICLE 7: TIME RECORDS

1. The Contractor shall cause to be maintained complete, accurate and detailed records of all time devoted to the project by the Contractor and each subcontractor employed by the Contractor. The Town may at all reasonable times audit such records. For construction contracts, the Contractor shall maintain accurate and detailed accounts for a six-year period after the final payment in accordance with General Laws Chapter 30, section 39R (b) (1). In addition, in contracts where the total fee exceeds \$100,000 the Contractor shall comply with the following provisions of General Laws Chapter 30, section 39R which require the Contractor to:
 - a. file regular statements of management concerning internal accounting controls [MGL C.30 s.39R (c)];
 - b. file an annual audited financial statement [MGL C.30 s.39R (d)];

ARTICLE 8: COMPLIANCE WITH LAWS

1. The Contractor shall exercise due care in accordance with generally accepted standards of professional practice, to perform the work required under this contract in conformity with requirements and standards of the Town and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this Article and shall indemnify the Town against any liability incurred as a result of a violation of this section.

ARTICLE 9: PROJECT SUPPORT PERSONNEL - RESERVED.

ARTICLE 10: RECORD DRAWINGS, REPORTS, CALCULATIONS

1. All information acquired by the Contractor from the municipality or from others at the expense of the municipality in performance of the Agreement, shall be and shall remain the property of the municipality. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Contractor for delivery to the Town shall be and shall remain the property of the Town upon payment thereof.
2. The Contractor agrees that he/she will use this information only as required in the performance of this Agreement and will not, before or after the completion of this Agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town, provided that the Contractor shall be permitted to retain a copy of such information for purposes of documenting the Services.

ARTICLE 11: CONTRACTOR'S BASIC FEE

1. The Contractor shall be compensated for all services on the project based on hourly rates stipulated in the Cost Proposal Summary dated _____ that is included as **Attachment** ___ to this document. The noted hourly rates are appropriate for all services provided for the entire contract period, inclusive of renewals and extensions. The noted hourly rates are inclusive of all expenses, overhead and profit allowances. Total not to exceed value of this contract is \$__.

ARTICLE 12: CONTRACTOR COMPENSATION – REIMBURSABLE EXPENSES

1. The Contractor shall be reimbursed for mileage for approved use of personal vehicle for work related travel.
2. The Town shall not reimburse the Contractor for any telephone or other out-of-pocket expenses unless specifically authorized as provided above.

ARTICLE 13: CONTRACT TERM

1. This contract shall be for a term not to exceed sixteen months (approximately), commencing on approximately 7/1/2010 and the issuance of a Notice to Proceed.

ARTICLE 14: CHANGE IN LAW ADJUSTMENT

1. Change in Law Adjustments. As used herein, "Change in Law" means (A) the adoption, promulgation, issuance, modification, or official change in interpretation, after the Effective Date, of any federal, state, or local law, by-law, ordinance, code, regulation, rule, or ruling; (B) the imposition, after the Effective Date, of any condition on the issuance, reissuance, or continued effectiveness of any permit, license, or approval relating to the Scope of Work, which establishes

requirements more burdensome than those imposed as of the Effective Date; or (C) the order or judgment or other action of any federal, state or local court, administrative agency, or governmental body relating to the Scope of Work issued after the Effective Date, that relate in any manner whatsoever to the suspension, termination, interruption, or non-renewal of any permit, license, consent, authorization, or approval affecting the acquisition, design, construction, equipping, start-up, operation, maintenance, ownership, use, or possession of the Town property related to the Scope of Work. In the event that a Change in Law after the Effective Date increases the operating and capital costs incurred by the Town of Barnstable (the "CIL Costs"), the payments provided to the Contractor, if the Scope of Work on this Contract is affected, shall be adjusted on a mutually acceptable basis that is consistent with generally accepted accounting principals.

ARTICLE 15: FORCE MAJEURE

1. The Agreement shall be subject to **Force Majeure** considerations, and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations, shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Town. In the event that the extension is not possible, the Contractor may be required to rebate to the Town a portion of the fee.
2. It is agreed, however, that since performance dates of this Agreement are important to the implementation of requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this Agreement in accordance with the provisions of the section entitled "Termination of Agreement."

ARTICLE 16: TERMINATION, NO AWARD

1. By written notice to the Contractor, the Town may terminate this contract in whole or in part at any time either for the Town's convenience or because of the failure of the Contractor to fulfill his contract obligations. If any such termination shall occur without the fault of the Contractor, all compensation and reimbursement due to the Contractor up to the date of termination, in accordance with all contract terms, including proportionate payment for partially completed work, shall be paid to the Contractor by the Town. Such payment shall not exceed the fair value of the work, as the Town shall reasonably determine. No amount shall be allowed for anticipated profit on unperformed services.

2. If the contract is terminated due to the failure of the Contractor to fulfill his contract obligations, the Town may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Town for any reasonable additional cost occasioned to the Town thereby. These rights and remedies of the Town are in addition to any rights and remedies provided by law or under this contract.
3. Upon any termination of the contract the Contractor shall deliver to the Town all records, data, drawings, specifications, reports, estimates, summaries, and such other information and materials, whether completed or in process, as may have been accumulated by the Contractor in performing this contract.
4. Subject to the provisions explaining **Force Majeure**, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the Contractor, then the Owner shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

ARTICLE 17: RELEASE AND DISCHARGE

1. The acceptance by the Contractor of the last payment for services paid under the provisions of the contract and/or in the event of termination of the contract, shall in each instance, operate as and be a release to the Town and every member and agent thereof, from all claims and liability to the Contractor for everything done or furnished for or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work and except that such acceptance shall not release the Town from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the Town or its employees.

ARTICLE 18: NOTICES, APPROVALS, INVOICES

1. Any notice required under this contract to be given by the Town to the Contractor, or by the Contractor to the Town shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Town to the Contractor at the address specified for the Contractor on Page 1 above, or the Contractor to the Town of Barnstable, Barnstable Municipal Airport Commission, 480 Barnstable Road, Hyannis, MA 02601.
2. Written approval is required by the Town for Additional Compensation.

3. All invoices shall be submitted (**in duplicate**) monthly and will be promptly processed by the Town if they are in conformity with the contract terms and properly documented; if not, they will be returned to the Contractor. Undisputed charges will be paid by the Town upon submittal of a corrected invoice.
4. Invoices submitted for services that have not been previously authorized in writing shall be returned to the Contractor.
5. At the option of the Town, and depending upon the size and scope of the contract, monthly invoices for services performed shall be accompanied by a complete detailed itemization including at a minimum the listing of the name and/or equipment, payroll title, date of service, number of hours each calendar month, hourly rate, extended amount, remaining balances, and a brief description of the services performed; or alternatively, the invoice shall include the hours worked by employee category, work assignment, and the total amount invoiced consistent with the billing rate provided in Attachment B, and a brief description of the services performed. In addition, the invoice shall identify reimbursable expenses, as provided in Attachment B, and provide appropriate documentation.

ARTICLE 19: INSURANCE, PERFORMANCE AND PAYMENT BOND

1. **1. Indemnification** - Contractor will indemnify and hold harmless the Town of Barnstable and its employees against any and all claims for damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence of the Contractor, subcontractors, its agents, or employees, to any property of or under the control of the Town of Barnstable during the term or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings that shall be brought or instituted against the Town of Barnstable on account of any such claims, Contractor shall indemnify and hold harmless the Town of Barnstable. However, should the claim be due to the negligence of the Town of Barnstable and/or its employees, Contractor shall be held harmless, provided that nothing contained herein or elsewhere in this agreement constitutes an express or implied waiver of the Town of Barnstable's limited liability.
2. **General** - The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the provider shall indemnify, defend and hold harmless the Town of Barnstable, its elected or duly appointed officers, directors and employees against

any claim based upon negligent or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

With the exception of Professional Services Liability for architects, designers and engineers, or Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Barnstable Municipal Airport Commission.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

Insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

3. **Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than One Million Dollars (\$1,000,000.00); and a Products/Completed Operations Aggregate limit (as may be required) no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. **Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

5. **Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. **Excess Liability Insurance**

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

ARTICLE 20: LEGAL REQUIREMENTS

1. Non-resident Processing; Signatures

Every Contractor who is a nonresident of the Commonwealth of Massachusetts, or a non-resident co-partner of a Contractor, hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the Town or its lawful Attorney to said Contractor or non-resident co-partner at the address set forth in the contract. Said Contractor or said non-resident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Contractor or said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Contractor or said co-partner.

2. Anti-Boycott Covenant (Executive Order #130)

The contractor warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, as hereafter defined, will participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by General Laws Chapter 151E, sections 2 and 3. If there shall be a breach in the warranty, representation and agreement contained

in this paragraph, then without limiting such other rights as it may have, the Town shall be entitled to rescind this contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the contractor, or by a person or persons, or business entity or entities, directly or indirectly owning at least 51% of the ownership interests of the contractor.

3. Access to Contractor's Records (Executive Order #195)

The Town shall have the right, at reasonable times and upon reasonable notice, to examine the books, records, and other compilations of data of the Contractor which pertain to the performance and requirements of this contract.

4. Truth-In-Negotiations Certificate (G.L. Chapter 7, Sec. 38H) (Public Building Construction only)

The Contractor must file a truth-in-negotiations certificate prior to being awarded the contract by the Town, which must be incorporated into the contract. The certificate must contain:

- a. a statement that the wage rates and other costs used to support the Contractor's compensation are accurate, complete, and current at the time of contracting; and
- b. an agreement that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the Town determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

ARTICLE 21: EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

1. During the performance of this agreement, the Contractor, for him/herself, his/her assignees, and successors in interest, agree as follows:

- a. The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rental of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

- b. The Contractor by signing the Agreement offered by the Town agrees to abide by the above paragraph to the best of his/her ability.

ARTICLE 22: CHOICE OF LAW

1. This Contract shall be construed under and governed by the laws and regulations of the Commonwealth of Massachusetts, and the Town of Barnstable. The Contractor, and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the Town is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever, pending, in which the other is a party.

ARTICLE 23: WAIVERS

1. The provisions of this contract can be waived only by written agreement, except where otherwise stated herein. Forbearance or indulgence by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 24: AMENDMENTS

1. No amendment to this Contract shall be effective unless it is executed in writing by authorized representatives of both parties.

ARTICLE 25: SEVERABILITY

1. If any provision of this Contract is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

ARTICLE 26: CONTRACTOR'S CONTRACT SUPPLEMENTARY DATA

1. No changes are to be made in this Article at any time during the life of this contract without written notification to the Town and when required, receipt of written approval by the Town.
2. In accordance with the provisions of General Laws Chapter 7A, section 6, no contract to provide Consultant services shall be awarded by the Town, or by any department, board, commission, or other agency acting in its behalf, unless the person signing such contract on behalf of the party contracting to provide such services files with the Town a statement under the penalties of perjury setting

forth the names and addresses of all persons having a financial interest therein, not including, however, any person whose only financial interest therein consists of the holding of one percent or less of the capital stock of a corporation contracting to provide such services.

NOTE: Individuals who sign a contract in their own behalf must also complete the certification below as well as sign the contract. For the purpose of this directive, the term "person having a financial interest" will generally refer to any person who, in some direct manner, will benefit financially from a given contractual relationship with the Town. However, this may not, in every case, preclude the possibility of an existing financial interest within the meaning of the statute where a financial benefit is to be realized in some indirect manner. Where doubts arise in a specific case, it is advisable that names and addresses be included.

By signing this Contract, the Contractor certifies under the penalties of perjury that the following sets forth the names and addresses of all persons having a financial interest in this contract, in accordance with the provisions of Chapter 7A, section 6.

Name	Address
<hr/>	

3. RESERVED.
4. By signing this contract, the Contractor certifies under the penalties of perjury that 1) in accordance with Chapter 7, section 38H (e), the Contractor 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 the contract for design services; and 2) that no Contractor to or subcontractor for the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Contractor or subcontractor of a contract by the Contractor; and 3) that no person, corporation or other entity, other than a bona fide full-time employee of the Contractor has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in obtaining the contract for services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Contractor; **and/or** 4) the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person, and that as used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

5. By signing this contract, the Contractor certifies under the penalties of perjury that pursuant to General Laws Chapter 62C sec. 49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 151A, sec. 19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.
6. By signing this contract, the Contractor certifies under the penalties of perjury that, if the Contractor is a corporation, the Corporation has filed with the State Secretary all certificates and annual reports required by Chapter 156B, section 109 (Business Corporation), by Chapter 181, section 4 (Foreign Corporation), or by Chapter 180, section 26A (Non-Profit Corporation) of the Massachusetts General Laws.
7. By signing this contract, the Contractor certifies under the penalties of perjury that, at the time of execution, it is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990 as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00 and the Contractor is either a "qualified employer" because it has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements, or is an "exempt employer."
8. By signing this contract, the Contractor certifies under the penalties of perjury that, the Contractor is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions, under any Commonwealth law or regulation, including but not limited to M.G.L. c. 29 s. 29F and M.G.L. c. 152 s. 25C.
92. By signing this contract, the Contractor certifies under the penalties of perjury that, the Contractor is aware of the American with Disabilities Act which prohibits discrimination based upon disability and shall meet the standards applicable to the state under the American with Disabilities Act 42 USC 12101 et seq.; 28 CFR Part 35, as amended.

IN WITNESS WHEREOF, the parties executed this contract under their several seals the day and year first written above. The cost of services authorized by this Agreement shall not exceed \$_____ plus approved reimbursable expenses without prior written authorization from the Owner.

By:

CONTRACTOR

Bruce Gilmore, Town Attorney

By: Barnstable Municipal Airport Commission

Airport Commission Chairman

This is to certify the Town of Barnstable has an appropriation that is adequate to cover the cost of this contract:

Mark A. Milne, Finance Director

Clerk of the Works for the Barnstable Municipal Airport New Passenger Terminal and Air Traffic Control Tower Construction Project

At a duly constituted meeting of _____ held on _____
Name of (Corporation) (Date)

at which all Directors were present or waived notice, it was voted that:

(Name) (Officer)
of this company, be and he/she is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf of such

_____ under seal of the company, shall
(Officer)
be valid and binding upon this company.

A TRUE COPY,
ATTEST:

(Clerk)

Place of Business: _____

Date of this Contract: _____

I hereby certify that I am the clerk of the _____
_____ that _____

is duly elected _____ of said company, and the above
vote has not been amended or rescinded and remains in full force and effect as
of the date of this contract

(Clerk)

(CORPORATE SEAL)

On this _____ day of _____, 2010, before me, the undersigned notary public, personally
appeared _____, proved to me through satisfactory evidence of
identification, which were _____,
to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My commission expires:

IF A CORPORATION, COMPLETE ABOVE OR ATTACH TO EACH SIGNED COPY OF THE CONTRACT A
NOTARIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS CONTRACT.
IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS CONTRACT, HAVE
SIGNATURE NOTARIZED ABOVE.

ATTACHMENT “B”

(Submit in a separate envelope, labeled “Price Proposal – Clerk of the Works for Terminal and ATCT ”)

PRICE PROPOSAL SUBMITTAL SHEET– Clerk of the Works Services

All-inclusive hourly rate to perform the contracted services as specified in this Request for Proposal:

\$ _____/ Hour

Availability to start contracted services (state earliest date): _____
(Approximately 7/1/10 is preferred start date)

The Town of Barnstable will pay reimbursable expenses as defined in RFP.

All payable hours subject to verification and approval by the Barnstable Municipal Airport Commission.

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____ FAX: _____

Email Address: _____

1. Compensation and Payment Terms

This is an hourly rate type of agreement. The compensation for the Clerk of the Works Representation services shall be at the rate of \$(rate to be paid) per hour for up to forty hours per week. Mileage shall be reimbursed at the municipal rate (currently \$0.505per mile.) (See Article 12).

Payment shall be made monthly upon submittal and approval of invoices. Work under this contract shall not exceed FINAL CONTRACT VALUE NTE _____ Dollars and No Cents (\$_____) including allowable reimbursable expenses (approved mileage only) without prior written authorization by the Town of Barnstable.

All such invoices shall be paid promptly by the owner unless any items thereon are in questions, in which event payment shall be withheld pending verification of the amount claimed and validity of the claim.

Invoices shall refer to the Contract title and be submitted to the Town of Barnstable, Barnstable Municipal Airport, Airport Manager, 480 Barnstable Road, Hyannis MA 02601.

ATTACHMENT "C"

**Town of Barnstable
Barnstable Municipal Airport Commission**

CERTIFICATE OF NON COLLUSION

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

Company _____ Signature _____
Address _____ Name (print) _____
_____ Title _____
Telephone _____ Date _____

ATTACHMENT “D”

Town of Barnstable Barnstable Municipal Airport Commission

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law. I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

_____ **BY:** _____

*** Signature of individual or Corporate Name (Mandatory)** **Corporate Officer (Mandatory, if applicable)**

****Social Security # or Federal Identification #**

* Approval of a contract or other Contract will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other Contract issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

ATTACHMENT “E”

Town of Barnstable
Request for Proposal
CLERK OF THE WORKS
BMA NEW PASSENGER TERMINAL AND AIR TRAFFIC
CONTROL TOWER CONSTRUCTION PROJECT

The Purchasing Agent for the Town of Barnstable, on behalf of the Barnstable Municipal Airport Commission, seeks proposals from qualified firms or individuals to provide Clerk of the Works Project Representation Services in relation to the construction of the new Barnstable Municipal Airport Passenger Terminal and Air Traffic Control Tower, 480 Barnstable Road, Hyannis, MA. Clerk of the Works services as described in this request for proposals will begin approximately July 1, 2010 and may continue up to 60 days after occupancy of the facility by the Owner. The Owner anticipates that the need for the contractor to work until 7:00 p.m. and on Saturdays at various times during the course of the project. The clerk is required to be present at the site at all times when the contractor is performing work unless previously agreed to by the Owner. The Clerk of the Works will report directly to the Airport Manager, or designee, and to the Owner’s Project Manager.

Requests for proposals may be obtained from the Town of Barnstable Bid & RFP System on the Town’s website at www.town.barnstable.ma.us. Please contact the Procurement Office (508) 862-4741, located on the 3rd Floor of the School Administration Building, 230 South Street, Hyannis, MA 02601 for assistance. The deadline for submission is Tuesday, May 11, 2010 at 2:00 p.m. to be delivered to the Procurement Office at the same location listed hereinabove.

Arrangements may be made in advance to review project documents, plans and specifications by calling the Barnstable Municipal Airport Manager, at 480 Barnstable Road, Hyannis, MA 02601, (508) 775-2020. Documents can be viewed at this location. The Town of Barnstable reserves the right to reject any or all proposals.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of MGL Ch. 30B and this Request for Proposals (RFP). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

The “Awarding Authority” will be the Town of Barnstable, acting by and through the Purchasing Agent and the Barnstable Municipal Airport Commission. The Scope of Services listed under Article IV. C, this RFP, any published addenda to the RFP and the Proposer’s Response will become part of the Contract between the Town of Barnstable and the successful proposer.