**Town of Georgetown**

**Georgetown Water Department**

**West Street Treatment Plant Upgrade**

**REQUEST FOR OWNER’S PROJECT MANAGEMENT SERVICES**

1. **Introduction**

TheTown of Georgetown Water Department Utility Director (“Owner”) is seeking the services of a qualified OPM “Owner’s Project Manager” as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFS (Request for Services), to provide Project Management Services for the West Street Treatment Plant Upgrade at 75 West Street, Georgetown, Massachusetts (“Project”).

The Owner is requesting the services of an Owners Project Manager (“OPM”) to represent the Owner and provide Project Management Services, during design, material and the construction bid process, construction, and final closeout of the Project.

The RFS will be advertised in the Newburyport Daily News as well as posting in the Central Register and CommBuys on February 19, 2025. Hard copy bids must be mailed to 1 Moulton Street Georgetown, MA. 01833 Attn: Marlene Ladderbush, Utility Director by March 21, 2025.

2. **Background**

The existing greensand filtration system consists of two 10-foot diameter, 38-foot long horizontal pressure filters that were manufactured by Tonka Equipment Company. Each filter vessel includes four isolated cells. Each cell achieves iron and manganese removal by utilizing a dual media system consisting of 10-inches of anthracite coal media above 20-inches of greensand media, as originally designed. Each cell is designed with 88.75 square feet of filter media surface area resulting in a total filter surface area of 355 square feet. The filtration system has a total filter surface area of 710 square feet. Current operational data indicates that the Water Department can only achieve less than 24-hour filter run times while treating approximately 900 gpm. The Water Department recently completed upgrades to the West Street WTP by replacing the existing media in each filter and completely overhauling the interior and exterior of the filters.

Tighe & Bond has submitted a proposed floor plan to the Water Department that will serve as the basis for the final design. It is our understanding that the new facility will include aeration equipment for air stripping and pH adjustment, three (3) pretreatment vessels, one (1) GAC vessel to provide unchlorinated backwash supply, along with associated building improvements and chemical feed upgrades. The proposed scope of work in this document is intended to develop final design documents and release the Pretreatment Upgrades project to bid in Fall 2025.

**PROJECT DESCRIPTION**

The proposed project description is conceptual and will be refined as part of the design and in conjunction with the Water Department feedback. Our understanding of the current project description includes:

Finished Water Storage

Construction of two (2) cast-in-place concrete clearwells will be incorporated into the foundation of the proposed pretreatment building. Water will flow through the new pretreatment vessels, into the existing horizontal greensand filters, and then back into one of two clearwells. The new facility will also include provisions for an aeration system, including a small, aerated water clearwell, unchlorinated backwash supply tank, and chemical feed system.

Floor drains and sanitary waste will tie into the existing septic system. The building will also include building and process support systems such as heating and ventilation, plumbing, electrical, and instrumentation necessary for the proposed treatment system. The electrical system will be comprised of interior and exterior lighting, fire alarm, and security considerations. A fire suppression system is likely to be required in the new building and will be determined during design.

Existing WTP Upgrades

Building upgrades include replacement of the existing roof and trim. All interior and exterior walls, doors and piping will be recoated. The HVAC system will be upgraded to an energy efficient system. All existing incandescent or fluorescent lighting fixtures will be replaced with, low-energy consumption, LED type fixtures rated for the intended spaces. The fire alarm system will be upgraded and associated devices (i.e. eyewash, smoke ducts) will be tied into the upgraded system as required by code. Accessory electrical power for replacement and miscellaneous equipment will be provided from the existing distribution system, as required, for the proposed changes at the existing Water Treatment Plant building.

Existing Wells

Marshall’s Well has a new gas generator which will remain. Duffy’s Well and Commissioner’s Well each require standby propane generators since there are propane tanks at each site.

Site Work

The proposed facility will be located adjacent to the existing WTP. The existing access road will be modified to allow for access to the proposed building and for future chemical deliveries to the facility. A new standby generator, replacing the existing 100kW generator, will be required to provide backup power to both the existing WTP and proposed treatment building. The generator will be fueled by natural gas.

Utility improvements on the site will be designed to minimize interference to the existing utilities and operation of the wells and treatment plant. Existing utilities may need to be rerouted in order to accommodate the proposed infrastructure on-site. On-site stormwater control measures will also be included as part of the design.

**3. Project Description, Objectives and Scope of Services**

The OPM will report to the Town of Georgetown, Water Department, Utility Director – Marlene Ladderbush. The duties of the OPM shall include, but need not be limited to, providing advice and consultation with respect to design, value engineering, scope of the work, cost estimating, budget monitoring, general contractor, and subcontractor prequalification pursuant to M.G.L. c. 7C, ss 44-57 and M.G.L. c. 149 section 44D ½ or 44D ¾. When applicable, scheduling, construction and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluation of the design and the performance of the design professional, contractors, and subcontractors.

**Scope of Service**

The successful applicant will be responsible for overseeing the design engineering firms preparation of final plans, specifications, bid documents and construction administration per M.G.L. c. 7C, ss 44-57 and M.G.L. c. 149, ss 44A-44J as shown below:

The duties of the (OPM) shall include but need not be limited to the following:

**Phase IA/IB: Design Phase:**

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

1. Oversee and review the Design Engineer’s work as it relates to the quality and efficiency of design and preparation of schedules and cost estimates.
2. Review the schematic plans, construction documents, evaluations and specifications for cost effectiveness, constructability issues, missing items, coordination, and compliance with the requirements of M.G.L. Chapter 149, Section 44A-M and all other applicable laws and regulations including all prequalification requirements.
3. Attendance at meetings and all other designated committees the Project is presented to, for permitting requirements, to present reports on status of project and progress in meeting the desired schedule which will be agreed upon with the successful applicant. Including meetings of the Planning Board, Conservation Commission, Board of Selectmen and other Boards/Committees as may be required relative to the development of the project from design through the completion of construction.
4. Act as the Owner’s Agent during the final design and engineering development of this project.
5. Review Design Engineer’s invoices for services rendered and make recommendations for payment.
6. Define any conflicts between schematic and final design and make recommendations to the Town and the Design Engineer to resolve them.
7. In general, provide advice and consultation to the Owner with respect to design, value engineering, scope of work, cost estimating, general contractor and sub-contractor pre-qualifications, scheduling and coordination of all work.
8. Assist in the prequalification of contractors, review bids and assist in final selection.
9. Assist int eh prequalification of subcontractors and bid review.
10. Design review and bid review of the items listed below, project oversight and coordination with the engineering firm that will be designing and constructing the project:

* Site Plans
  + - Existing Conditions
    - Layout and Materials
    - Grading and Drainage
    - Site Details
* Architectural
  + - Building Layout
    - Elevations
    - Wall Sections and Details
    - Room Finish Schedule, Section and Details
    - Door Schedule and Details
* Structural
  + - Foundation Layout and Plan
    - Ground Floor Plan
    - Roof Framing Plan, Sections and Details
    - Typical Structure and Details
* Mechanical, HVAC, Plumbing, Fire Protection
  + - Legend, Notes and Details
    - Process Schematic
    - Yard Piping
    - Process Floor Plan and Sections
    - Subfloor Plan and Sections
    - Miscellaneous Plans, Details and Sections
    - Chemical Storage and Feed Isometrics
    - Schedules and Details
    - Attic Plan(if applicable)
* Electrical/Instrumentation
  + - PLC/SCADA/SCHEMATIC Legend, Details, Notes and Symbols
    - Instrumentation Process Flow Schematic
    - Filter Schematics
    - Chemical Feed Panel Layout
    - Control Room Schedule, Layout and Details
    - Generator performance and enclose details, layout and schedule
    - Conduit & Cable Schedules
    - Treatment Facility and Well Pump Station Single Line Diagrams-Main Switchboard
    - Control Wiring Diagrams
    - Block Wiring Diagrams and Details
    - Standard Electrical Details
    - Electrical Lighting Plan
    - Electrical Power Plan
    - Electrical Heating and Ventilation Plan
    - Electrical Power and Lighting Basement Plans
    - Equipment Schedules, Details and Layout
* Above/Below Grade Construction Bid Specification Package
* Oversight of the bidding process consisting of
* Review of bid documents, specifications and cost estimates.
* Review all advertisements for bidding.
* Prepare addenda if necessary.
* Conduct pre-bid conference.
* Review the conducted qualification review of the low bidder and recommend award letter provided by Tighe and Bond and issued to the awarding Authority. (T&B)

**Phase II - Construction Administration**

1. Prior to the start of construction, in consultation with the Design Engineer, represent the Owner and monitor the preconstruction meetings.
2. Participate in weekly construction and progress meetings with the Design engineer and the Contractor to discuss such matters as procedures, progress, construction problems and scheduling.
3. Review the Contractor’s construction schedule to determine if the schedule is consistent with contract requirements and milestones. Review project correspondence and logs maintained by the Design Engineer’s supplemental instructions, proposal request, change orders and construction change directives. Review the Contract’s shop drawing schedule. Advise the Owner on all of the above items.
4. Participate in the Owner’s review of data and samples when such review is requested by the Design engineer.
5. Review and comment on the schedule of values for payments as prepared by the contractor to ensure conformance with the expected flow of work as stated in the Contract Documents. Provide review of applications for payment from the Contractor for progress and final payments, including certification requirements by the Design engineer. Make recommendations to the Owner for payment. Maintain an electronic require for all project expenditures.
6. Establish and implement a change order monitoring system including a timeline for the change order process that does not interfere with the progress of the work. Advise the Owner of necessary or desirable changes in the project. Assist in the negotiation of the Contractor’s proposal of these changes and submit recommendations to the Design engineer and Owner. Track overall job costs including approved change orders, spending of change orders and anticipated change orders.
7. Oversee the work of the Design Engineer and complete an Evaluation upon completion of the project.
8. Oversee the work of the General Contractor or Construction Manager throughout construction.
9. Coordinate with all Town Departments, as necessary, to facilitate the completion of the project, including, but not limited to, attending Town board/committee/commission meetings, monitoring budget compliance and coordinating on-site issues with Contractor/Design Engineer.
10. Assist in the development of contingency plans for corrective action, recommend to the Owner and with the Owner’s approval; implement such pants as a required.
11. Working with the Design Engineer, review contractors and sub-contractors’ submittal of Notice of Substantial Completion upon completion of the project(s) and make recommendations to the Owner.
12. Prepare monthly reports summarizing the progress of construction and financial status of the project.
13. At the conclusion of the project, assist the Owner in obtaining as-built drawings, and all other construction-related documents and all materials required for building occupancy, and project closeout.

The required scope of services mentioned above and as set forth in the standard contract for Owner’s Project Management Services for a Design/Bid/Build project and incorporated by reference herein. The work is divided into Project Phases, the durations of the Phases shown below are estimates only based on the Owner’s experience. Actual durations may vary depending upon the Project agreed upon by the Owner. The total duration of the Contract is estimated as follows:

Ia. Schematic Design Review: 2-4 months

Ib. Design Development/Construction Documents/Bidding Phase 3-5 months

2. Construction Phase (Completed by Dec 2027) 24 months

**4. Minimum Requirements and Evaluation Criteria:**

**Minimum Requirements:**

In order to be eligible for selection, each Respondent must certify that they meet the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, may be rejected without further consideration.

* The Project Manager shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least five years’ experience in the construction and supervision of construction and design of public buildings.

**or,**

* If not registered as an architect or professional engineer, the Project Manager must be a person who has at least seven years’ experience in the construction and supervision of construction and design of public buildings.

**Evaluation Criteria:**

In addition to the minimum requirements set forth above, all Respondents must demonstrate that they have significant experience, knowledge, and abilities with respect to public construction projects, particularly involving Water Treatment Plant construction The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following:

1. (10 points) Past performance of the Respondent, if any, regarding public and private projects, as evidenced by:
   1. Documented performance on previous projects as set forth in Attachment A, including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions.
   2. Satisfactory working relationship with designers, contractors, Owner, and local officials.
2. (10 points) Thorough knowledge of the Massachusetts State Building Code, regulations related to successful completion of the project. Experience and familiarity working with municipal utilities.
3. (10 points) Thorough knowledge of Commonwealth construction procurement laws, regulations, policies, and procedures, as amended by the 2004 Construction Reform laws.
4. (10 points) Consultant shall have at least 5 years of project management experience.

1. (10 points) Consultant shall have at least 5 years of building construction experience.
2. (10 points) Capacity and skills: Identify existing employees by number and area of expertise (e.g., field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by sub-consultants.

1. (10 points) Identify the Respondent’s current projected workload for projects estimated to cost in excess of $15 million.
2. (10 points) Thorough knowledge of all Federal, State and Local requirements.
3. (10 points) Thorough knowledge and demonstrated experience with life cycle cost analysis, cost estimating and value engineering with actual examples of recommendations and associated benefits to Owners.
4. (10 points) Financial Stability: Provide current balance sheet and income statement as evidence of the Respondent’s financial stability and capacity to support the proposed contract.

In order to establish a short-list of respondents to be interviewed, the Owner will base its initial ranking of Respondents on the above Evaluation Criteria. The Owner will establish its final ranking of the short-listed Respondents after conducting interviews and reference checks.

The Owner reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion. The Owner may or may not, within its sole discretion, seek additional information from Respondents.

This RFS, any addenda issued by the Owner, and the selected Respondent’s response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the sub-consultants identified in the response shall take place without the prior written approval of the Owner.

The selected Respondent(s) will be required to execute a Contract for Owner’s Project Management Services Prior to execution of the Contract for Owner’s Project Management Services with the Owner, the selected Respondent will be required to submit to the Owner a certificate of insurance. Requirements for the certificate of insurance are attached hereto as Attachment D and incorporated by reference herein.

**5. Selection Process and Selection Schedule**

1. The Selection Committee consists of the Utility Director and Board of Water Commissioners. Each member of the Selection Committee will separately review and rank each proposal that meets all minimum requirements. The total scores will then be tallied, and a short-list of candidates will be created.
2. Identified reviewers shall rank the Responses based on the weighted evaluation criteria identified in Section 4 of this RFS and will short-list a minimum of three Responses.

1. The Selection Committee intends to meet with, and interview short-listed respondents to review a variety of items including each candidate’s general experience, examples of prior comparable projects, history of understanding and meeting client needs, and delivering projects on time and on budget. Key personnel listed in all responses must be in the interview. All responses received at the interviews will be documented. Participants should be prepared to confirm respondents’ qualifications for the project, ability to meet the schedule and identification of key personnel and their time commitment to the project by phase. Following interviews, the Selection Committee intends to check references. The Selection Committee will give equal weight to: (1) Evaluation Criteria, (2) Interviews and (3) References.
2. The Town of Georgetown plans to negotiate the OPM fee based on the criteria set forth herein in Section 7 of this RFS.
3. The Owner will commence fee negotiations with the first-ranked selection.
4. If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.
5. The Town reserves the right to re-advertise if less than three responses are received or to re-advertise if fee negotiations fail.

The following is a tentative schedule of the selection process, subject to change at the Owner’s discretion.

February 19, 2025 RFS appears, in the Central Register of the Commonwealth of Massachusetts, in the local newspaper and on COMMBUYS.

February 19-26, 2025 Pre response site walk (Non-Mandatory)

March 14, 2025 Last day for questions from Respondents

March 21, 2025 Responses due

April 4, 2025 Respondents short-listed

April 7-April 28, 2025 Interview short-listed Respondents

April 29 -May 2, 2025 Negotiate with selected Respondent

May 13, 2025 Final selection for review and approval

June 6, 2025 Anticipated execution of contract

**6. Requirements for content of response**

All responses shall be:

* Presented in an organized and clear manner.
* Must include the required forms in Attachment A.
* Must include all required Attachments and certifications.
* Must include the following information:

1. Cover letter shall be a maximum of two pages in length and include:
   1. An acknowledgement of any addendum issued to the RFS.
   2. An acknowledgement that the Respondent has read the RFS. Respondents shall note any exceptions to the RFS in its cover letter.
   3. An acknowledgement that the Respondent has read the Contract for Owner’s Project Management Services. The Respondent shall note any exceptions to the Contract for Owner’s Project Management Services in its cover letter.
   4. A specific statement regarding compliance with the minimum requirements identified in Item 4 of this RFS to include identification of registration, number of years of experience and where obtained (as supported by the resume section of Attachment B).
   5. A description of the Respondent’s organization and its history.
   6. The signature of an individual authorized to negotiate and execute the Contract for Owner’s Project Management Services (Attachment A) on behalf of the Respondent.
   7. The name, title, address, e-mail, and telephone number of the contact person who can respond to requests for additional information.
2. Selection Criteria: The response shall address the Respondent’s ability to meet the “Selection Criteria” Section including submittal of additional information as needed. The total length of the Response (including Attachment A only but excluding Attachments B,C,D) may not exceed twenty (20) single-sided numbered pages with a minimum acceptable font size of “12 pt” for all text.

Respondents may supplement this proposal with graphic materials and photographs that best demonstrate the project management capabilities of the team proposed for this project. **Limit this additional information to a maximum of three 8½” x 11” pages, double-sided.**

The Respondents are required to sign and submit, with their responses, the Non-Collusion Statement and the Tax Law Statement found in Attachment B.

**7. Payment Schedule and Fee Explanation:**

Prior to execution of the Contract for Owner’s Project Management Services, the fee for services shall be negotiated between the Owner and the selected Respondent to the satisfaction of the Owner, within its sole discretion. The Owner will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased OPM fee.

**8. Other Provisions**

**A.** **Public Record**

All responses and information submitted in response to this RFS are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

**B. Waiver/Cure of Minor Informalities, Errors and Omissions**

The Owner reserves the right to waive or permit cure of minor informalities, errors, or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFS in any manner necessary to serve the best interest of the Owner and its beneficiaries.

**C. Communications with the Owner**

Any questions concerning this Request for Services must be submitted in writing by **way of email** to Utility Director, Marlene Ladderbush at [mladderbush@georgetownwater.org](mailto:mladderbush@georgetownwater.org%20)  by 3 p.m. on **March 14, 2025.**

Respondents that intend to submit a response are prohibited from contacting any of the Owner’s staff other than the Utility Director. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Utility Director must be limited to that business and must not relate to this RFS. In addition, such respondents shall not discuss this RFS with any of the Owner’s consultants, legal counsel, or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

**D. Costs**

The Owner will not be liable for any costs incurred by any Respondent in preparing a response to this RFS or for any other costs incurred prior to entering into a Contract with an OPM.

**E. Withdrawn/Irrevocability of Responses**

A Respondent may withdraw and resubmit their response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

**F. Rejection of Responses, Modification of RFS**

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner’s best interests to do so. This RFS does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFS in part or in its entirety, or to change the RFS guidelines. A Respondent may not alter the RFS or its components.

**G. Subcontracting and Joint Ventures**

Respondent’s intention to subcontract or partner or joint venture with other firm(s), individual or entity

must be clearly described in the response.

**H. Validity of Response**

Submitted responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

ATTACHMENTS:

~~Attachment A: Contract for Owner’s Project Management Services~~

Attachment A: OPM Application Form

Attachment B: Non-Collusion & Tax Law Form

Attachment C: Insurance Requirements

Attachment D: West St Treatment Plant Design

Insurance

The OPM shall at his own expense obtain and maintain a Professional Liability Insurance policy for negligent errors, omissions, or negligent acts arising out of the performance of this Agreement in a minimum amount of $1,000,000.

The coverage shall be in force from the time of the Agreement to the date when all construction work for the Project is completed and accepted by the Owner. If, however, the policy is a claims-made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the OPM shall notify the Owner should coverage become unavailable.

The OPM shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of all other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

The OPM shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the Work covered by this Agreement in the event of a loss or destruction until the final fee payment is made or all data are turned over to the Owner.

The OPM shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.

Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

OR

# INSURANCE

A. Compensation Insurance - The Contractor shall, before commencing performance of the contact, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws to all persons to be employed under the contract, the premiums on which shall be paid by this contractor. The Contractor shall continue such insurance in full force and it shall be in effect during the term of the contract and shall furnish the Town with a certificate or certificates showing such insurance coverage. The certificate shall state that the Town will be notified in writing, with at least ten (10) days’ notice, of any reduction or cancellation of coverage.

B. Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him, the Town and any subcontractor performing work covered by this contract, from claims for damage for bodily injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such

insurance shall be as follows:

Public Liability Insurance in an amount not less than $1,000,000 for injuries including wrongful death to any one person and subject to the same limit for each person in an amount not less than $3,000,000 for damages on account of all accidents.

Property Damage Insurance in an amount not less than $1,000,000 for damages on account of any one accident, and in an amount not less than $3,000,000 for damages on account of accidents.

The Contractor shall supply a certificate with the cancellation provision noted on the attached, and it shall state that the policy does not have a care, custody and control exclusion with respect to this contract.

Restitution The Contactor shall make prompt restitution to the Town in cash or by replacement or repairs in settlement of any damage to property caused by the Contractor or his employee.

Money May Be Retained The Town may keep any money which would otherwise by payable at any time hereunder, and apply same, or so much as may be necessary therefore, to the payment of any expense, loss, or damage incurred by the Town, and determined as aforesaid and may retain until all claims are settled so much of such money as the Town Manager may be of the opinion will be required to settle all claims against the Town, its officers, agents or servants.